

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA06/244

TITLE: Caltex/Kurnell Maintenance Agreement 2006 (Electrical & Instrument Trades)

I.R.C. NO: IRC6/1571

DATE APPROVED/COMMENCEMENT: 20 March 2006 / 1 March 2006

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/197.

GAZETTAL REFERENCE: 28 July 2006

DATE TERMINATED:

NUMBER OF PAGES: 20

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Caltex Refineries (NSW) Pty Ltd., fall within the coverage of the Caltex/Kurnell Maintenance Award.

PARTIES: Caltex Refineries (NSW) Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch

CONTENTS

CLAUSE NO.	SUBJECT MATTER
1	Title & Parties
2	Duration and Application
3	Objectives of the Agreement
4	Safety Health and Environment
5	Work Organisation
6	Annualised Pay
7	Public Holidays- Arrangements for Employees on Call
8	Annualised Pay Rates and Performance Payments
9	Superannuation Benefits
10	Agreement for Alternative Remuneration Arrangement
11	Claims and Disputes Settling Procedures
12	Personal Development Process
Appendix 1	Business Needs Definition
Appendix 2	Additional Payments for Shutdowns
Appendix 3	Annualised Salaries
Appendix 4	Team Leader Duties and Responsibilities

1.0 Title & Parties

1.1 This agreement shall be known as the Caltex / Kurnell Maintenance Agreement 2006 (Electrical & Instrument Trades)

1.2 The Parties to the agreement are:

- Caltex Refineries (NSW) Pty Ltd (hereinafter known as “the company”).
- The Electrical Trades Union of Australia (NSW Branch)

2.0 Duration and Application

2.1 This Agreement will operate from March 1, 2006 for a period of three years, until February 28, 2009

2.2 The Agreement will operate in conjunction with the Caltex / Kurnell Maintenance Award (hereinafter known as “the Award”) and to the extent that if there is any inconsistency between that award and this agreement, then the agreement shall take precedence.

2.3 The agreement is binding on the parties to the agreement and employees of the company engaged in the classifications as contained within this agreement

3.0 Objectives of the Agreement

3.1 This agreement continues the annualised pay arrangements originally negotiated in the 1997 “Heads of Agreement” document. It is acknowledged that teams will continue within the framework of the Team Member/Team Leader model eg structure includes Supervisors and Superintendents.

3.2 The parties have committed to ensuring that the refinery is operated in a reliable, cost-effective manner through the provision of a highly skilled maintenance service. The emphasis of the maintenance teams will be pro-active rather than reactive. The common objective is to make Kurnell profitable and competitive providing all employees with job security and financially rewarding and satisfying long term careers.

3.3 It is the intent of the parties under the terms of this Agreement to commit to continually review all workplace practices and to the following goals:

- Open communication on the running of the refinery.
- Emphasis on teams and teamwork with less emphasis on compartmentalised (silo) operations.

- Each team member understands their individual roles in meeting both the short and long term goals of the business in their particular areas ie improved equipment reliability and reduced maintenance costs.
- Understanding of, and commitment to, the contribution they collectively make to the business.
- Continuous improvement and innovation with an emphasis on achieving 'best practice' and concepts such as total productive maintenance and equipment ownership.
- A culture which promotes continuous learning and upskilling allowing all employees the opportunity for personal growth.
- A focus on the customer both internal and external.

4.0 Safety Health and Environment

4.1 The company will provide safe working conditions, promote and encourage safe working practices and provide information and control measures for hazards in the workplace and related environment.

4.2 Everyone will ensure that they perform their jobs in a safe and environmentally responsible manner and undertake to follow procedures and practices as set.

5.0 Work Organisation

5.1 Area maintenance teams will continue to operate. Team structures will be reviewed from time to time to ensure that they correspond to the needs of the business. With the implementation of the SAP Computerised Maintenance Management System, all planning and scheduling for maintenance at Kurnell Refineries is coordinated by a planning and scheduling group with appropriate responsibilities. Before increasing or reducing team numbers or sizes, the team(s) under review will be consulted and a manning review carried out with a Manning Review Subcommittee to ensure that skills and workload requirements for the Area are met. Such reviews would be limited to two days in length. If not resolved, then the Reliability Manager will determine the allocation of Team Members across their Area(s) based on all relevant information.

5.2 Where there is a need, instigated by a plant breakdown priority one incident that requires a quick response, the intent is to act as expeditiously as possible to meet the business needs, ie without the requirement for a 2 day manning review. (Area personnel will be the first to respond in these situations)

5.3 Where technical expertise is required the Reliability Manager, after consultation with the effected teams, may move people across area boundaries for short-term assignments. During this period, manpower in the effected area

will remain constant by transfer of permanent or contract personnel into the area if deemed necessary by the Area Reliability Superintendent. Where possible the requirement to work additional hours will be minimised for people who transfer across area boundaries. Note, however that this sub-clause does not apply during Turnarounds and Inspections (T&Is), as defined in Clause 6.5.

5.4 Each area maintenance team must provide a working team leader to co-ordinate the activities of the combined trades' team to ensure business needs are met. Team Leader duties and responsibilities are defined in **Appendix 4**. Team Leader applicants will be required to complete the agreed training needs analysis assessment and successfully complete the required training which will be offered to all team members to enable them to undertake this role. It is recognised that not all team members will wish to undertake this role. This is acceptable providing a reasonable number of team members participate and rotate through the role.

5.5 Team Leaders shall hold the position for a period of 3 months or as agreed between the team and the Reliability Manager. Whilst designated as a team leader an allowance will be paid (the allowance will only be paid to one person per team). The allowance is detailed in Clause 8.0 - Annualised Pay Rates and Performance Payments.

5.6 The parties agree that the annualised pay and team concept will not lead to work 'dumping' by either the company from contractors to teams or from teams to contractors. Work allocation will be done according to the most efficient and effective way of performing the work as per the SELL principle (Safe, Efficient, Legal, and Logical). In accordance with this principle an employee will, at the company's direction, carry out such duties as are within the employees skills, competence and training provided that such duties are not designed to promote deskilling and are consistent with the company's responsibility to provide a safe and healthy working environment. The intent is to allow Maintenance Team Members to work more efficiently wherever possible.

6.0 Annualised Pay

6.1 The annualised pay concept described in this clause encompasses all pay and allowances (including annual leave loading) made to an employee (other than an apprentice) whilst working at the Kurnell Refineries. Any work or pay exceptions are detailed within this agreement. The annualised pay concept requires a commitment to the concept of pay for the job and the following main components are included:

- Normal hours of work
- Additional Hours (Overtime component)
- Changes to start and finish times
- T&I component

- Standby allowance

The following leave conditions contained within the Award Section continue to apply:

- Annual Leave (Clause 18)
- Long Service Leave (Clause 19)
- Sick Leave (Clause 20)
- Parental Leave (Clause 26)
- Bereavement Leave (Clause 34)
- Jury Service (Clause 35)
- Family Leave (Clause 36)
- Trade Union Training Leave (Clause 30)

6.2 Normal Hours

- Ordinary hours of work are based on 70 hours per two week period
- Maintenance employees are day workers and their hours of work are as defined in the current award

6.3 Additional hours component

Ensures that:

- Area work needs may be addressed in a flexible manner
- Employees can work to meet the needs of the business without artificial time constraints.

The following commitments underpin this component:

- The philosophy is to minimise the requirement to work additional hours
- Relevant maintenance team members stay back at the end of normal hours to finish high priority work - priorities are determined by Area Reliability Superintendent or designate.
- Responsible approach to requirement to work additional hours by Area Operations, Reliability and the Maintenance Teams

- Any additional hours that are required to be worked are spread equitably amongst the team members
- A transparent system is in place to monitor and control excessive overtime (electronic spreadsheet/database)
- Some time off in lieu of additional hours
- Time off in lieu for excessive additional hours

6.3.1 Time off in lieu of additional hours

It is appropriate in regard to overtime and call-ins, that a flexible approach be adopted. The parties agree that, on a without prejudice basis, additional hours will be equitably and pragmatically distributed, subject to the following conditions being met:

- Additional hours worked are spread equitably, where possible, among team members
- The Team must not lose its ability to meet area business needs (refer Appendix 1) whilst the time off in lieu of additional hours is taken
- There must be signoff for all time off in lieu of additional hours by the Area Reliability Superintendent or designate
- The time off in lieu of additional hours must be planned ahead as part of the teams week ahead work schedule unless otherwise agreed by the Area Reliability Superintendent or designate
- Time off in lieu of additional hours must be taken within 2 calendar months of completion of the 2-month calendar block worked or as agreed by the Area Reliability Superintendent or designate.

There will be a four monthly area review of time off in lieu of additional hours by the Reliability Manager, Area Reliability Superintendent and the teams, to ensure consistency of application across the site. The philosophy is to minimise the requirements to work additional hours.

6.3.2 Time off in lieu of Excessive Additional Hours

- “Excessive” means where an individual exceeds 20hrs of additional work over a 2-month calendar period excluding T&I hours
- The above calculation is based on the following formula - $35\text{hrs/week} \times 52\text{ weeks/yr} \times 6.5\% / 6$ (2 month blocks ie Jan/Feb, Mar/Apr, May/Jun...).

Where an individual exceeds 20hrs over a 2-month calendar period, time off in lieu of excessive additional hours may be taken subject to the following conditions being met:

- Additional hours worked are spread equitably, where possible, amongst the team members
- The team must not lose its ability to meet area business needs whilst the time off in lieu of excessive hours is taken
- There must be signoff for the timing of time off in lieu of excessive additional hours by the Area Reliability Superintendent or designate
- The time off in lieu of excessive additional hours must be planned ahead as part of the Team's week ahead work schedule unless otherwise agreed by the Area Reliability Superintendent or designate
- If the agreed amount of an individual's time off in lieu of excessive additional hours is not taken within 2 calendar months of completion of the 2 month calendar block worked, then it is automatically added to 'lieu time' leave.

A flexible approach will be applied to requests for time off in lieu where associated with pressing and domestic circumstances such as children's school/medical issues, and when such cannot be attended to on rostered days off.

6.4 Changes to hours of work

Alterations to start/finish times need to be agreed between the team and the Area Reliability Superintendent or designate. These alterations will occur from time to time to meet business needs. This is taken into account in the annualised pay.

The differentiation of day work and special shift work is normally as defined by spread of hours in the Award but this can be varied by agreement between the team and the Area Reliability Superintendent or designate.

6.5 Turnarounds & Inspections (T&Is)

T&Is are defined as the period from oil out to oil in plus 7 calendar days either side (ie 14 total). The T&I component is defined as 60 hours per year, based on 6x10 hour days per calendar week.

Notwithstanding the fact that the annualised salary contains a component to compensate for T&Is, additional payments for T&I shutdowns as well as unplanned shutdowns that last for greater than 14 calendar days between feed out and feed in, will be made as per **Appendix 2**.

6.6 Standby Allowance (Call-in guarantee allowance)

Incorporated into the annualised pay in order to guarantee call-ins. Call ins will count towards additional hours in the following circumstances:

- If an employee is on site less than 4 hours then 4 hours will be counted.
- If an employee is on site greater than 4 hours then actual hours on site will be counted.
- All hours counted will be valued at single time. Travel time is not counted.

Call outs will be administered using the following system which will be reviewed on a 12 monthly basis to ensure it is delivering the required objectives for the business. If either party is dissatisfied with the arrangements, then further trials will take place by agreement of both parties:

- A 16 week call-in roster for refinery coverage
- An E&I technician will work #3 shift Monday to Friday in the Refinery and will be available for call-in assistance as nominated by the Refinery Area Shift Manager (ASM)
- There will be no shift penalties paid for the #3 shift coverage under this call-in system
- A schedule shall be produced by the Area Maintenance Planners for the E&I technician on #3 shift and only the ASM is authorised to break this proposed work schedule.
- All call-in requests are to be logged in the refinery call-in database per the existing system
- At the end of each shift the E&I technician on shift is to advise progress against the work schedule and advise deviations.
- Suitable arrangements are to be put in place to manage the roster, cover absenteeism and manage the requirements of a 10-hour break.
- If there is a need to call-in a second person to facilitate repairs, and provided approval is given by management, then the second person will be entitled to either payment at double time calculated on base rate of pay or time off in lieu at single time. (minimum 4 hours)
- Power and Distribution call-outs will be administered under a separate system. Those technicians will not work a #3 shift but will be on call one week in four on a rotational basis.

6.6.1 Where an employee is not on-call for that week, but responds to a call-in due to additional resources or expertise being required, and provided approval is given by management, the employee will be entitled to either payment at double time calculated on base rate of pay or time off in lieu at single time (minimum 4 hours). The call-in will count as additional hours as per 6.6 above. Such time off in lieu may be taken subject to the following conditions:

- The team must not lose its ability to meet area business needs whilst the time off in lieu of excessive hours is taken
- There must be signoff for the timing of time off in lieu by the Area Reliability Superintendent or designate
- The time off in lieu of excessive additional hours must be planned ahead as part of the Team's week ahead work schedule unless otherwise agreed by the Area Reliability Superintendent or designate
- If the agreed amount of an individual's time off in lieu of excessive additional hours is not taken within 4 calendar months of completion of the 2 month calendar block worked, then it is automatically added to 'lieu time' leave.

6.7 Recording system

A transparent recording system, open to the Reliability Manager and designates, self administered by the teams, and with restricted access spanning all maintenance areas, is in operation. It includes, as a minimum, the following:

- Additional hours worked
- Time off in lieu arising from additional hours
- Time off in lieu arising from excessive overtime
- T&I hrs worked
- Time off in lieu arising from excessive T&I hrs
- Call-ins
- Vacation schedule
- RDOs
- Oil Spill Training Days

7.0 Public Holidays-Arrangements for Employees On Call

7.1 When a technician is on call or attends work on a public holiday (even when not on call) they will receive a day in lieu added to annual leave. If a technician on call is called in on a public holiday, no additional hours will be recognised, unless the time exceeds 8 hours, in which case the hours in excess of 8 will be recognised (ie. the normal call in provisions do not apply). Recognised hours are totalled in single time.

7.2 Teams will provide one E&I Technician per Zone for on - site maintenance coverage for one day during extended holiday breaks. Extended breaks are defined as four days or greater (including weekends). The parties will confer and agree on which day coverage will be provided during the extended break. No time off in lieu or additional recognition of hours will occur on the specified days unless the time worked exceeds 8 hours in which case the hours in excess of 8 will be recognised.

8.0 Annualised Pay Rates and Performance Payments

8.1.0 Rates of Pay -The following rates of pay, with effective dates as shown below will apply:

Classification	\$pa effective ffp 1/3/06	\$pa effective ffp 1/1/07	\$pa effective ffp 1/1/08 *(see note below)	\$pa effective ffp 1/1/09
Wage increase	6%	6%	6%	1.5%
E&I Technician Level 1	79,360	84,122	89,169	90,506
E&I Technician Level 2 / Multi-Skilled Electrician	86,059	91,223	96,696	98,146
E&I Technician Level 3	89,962	95,360	101,082	102,598
E&I Technician Level 4	92,399	97,943	103,820	105,377

(A detailed breakdown of the salaries for year one is contained in **Appendix 3** of this agreement.)

***Note:** A minimum of one (1) E&I Technician will attend the Team Leader / Team Member training sessions from April 2006 (up to a maximum of 12 sessions per year) until all current E&I Technicians have been trained. Attendance of less than 15 technicians by the end of 2007 (or 87% attendance at scheduled courses between April 2006 and end 2007) will result in a 1% reduction in the wage increase due January 2008.

A team member performing the role of Team leader, in accordance with clause 5.3, will be compensated by an additional allowance as below:

- ffp 1/3/06 \$64.00 per week
- ffp 1/1/07 \$68.00 per week
- ffp 1/1/08 \$72.00 per week
- ffp 1/1/09 \$73.00 per week

Where an employee is placed on an extended assignment outside of the area maintenance teams, then that employee will receive an additional payment to compensate for their inability to perform the team leader role while on assignment as below:

- ffp 1/3/06 \$11.00 per week
- ffp 1/1/07 \$12.00 per week
- ffp 1/1/08 \$13.00 per week
- ffp 1/1/09 \$13.00 per week

8.1.1 The rates contained in subclause 8.1.0 are in substitution for the rates, allowances and penalties contained within the Award including, without limitation the payments arising from the following provisions contained within the Award:

- Clause 4 Wages
- Clause 9 Meal Allowances
- Clause 10 Boarding Allowance
- Clause 11 Car Allowance
- Clause 12 Shift Work
- Clause 13 Overtime-Day Workers
- Clause 14 Saturday work-Day Workers
- Clause 15 Sunday Work-Day Workers
- Clause 16 Cancellation of Overtime, Holiday and Weekend Work- Day Workers
- Clause 17 Call-in Roster Payment
- Clause 18 Annual Leave (sub section b)

Need to review

8.2.0 Apprentices -the weekly rates for apprentices are as follows:

Year	\$pw effective ffp 1/3/06	\$pw effective ffp 1/1/07	\$pw effective ffp 1/1/08 * (see note below)	\$pw effective ffp 1/1/09
<i>Wage Increase</i>	6%	6%	6%	1.5%
First Year	441.40	467.90	496.00	503.40
Second Year	578.00	612.70	649.50	659.20
Third Year	788.30	835.60	885.70	899.00
Fourth Year	925.10	980.60	1,039.40	1,055.00

***Note:** A minimum of one (1) E&I Technician will attend the Team Leader / Team Member training sessions from April 2006 (up to a maximum of 12 sessions per year) until all current E&I Technicians have been trained. Attendance of less than 15 technicians by the end of 2007 (or 87% attendance at scheduled courses between April 2006 and end 2007) will result in a 1% reduction in the wage increase due January 2008.

8.2.1 Apprentices will continue to be paid in accordance with the conditions of the Award and attract the following allowances where such are applicable;

Allowance	ffp 1/3/06 \$	ffp 1/1/07 \$	ffp 1/1/08 \$	ffp 1/1/09 \$
Meal Allowance	11.70	12.40	13.10	13.30
Boarding Allowance	24.00	25.40	26.90	27.30
Car Allowance	27.80	29.50	31.30	31.80

8.3.0 Oil Spill Response Group

Members will receive an allowance, as detailed below, paid in quarterly instalments subject to the following conditions being met:

- Members are required to attend 4 x 8-hour training sessions per year, as arranged by the Oil Spill Response Coordinator additional to, and outside of, their "normal" rostered work hours
- If Oil Spill Response Group Members are unable to attend training sessions then time may be made up on preventative maintenance work provided such work is agreed in advance with the Oil Spill Coordinator and is in the employees own time ie. outside of normal 35hr week.
- Verification of attendance at Training Sessions is required prior to payment being made.
- Any additional training required beyond the above will be considered as part of "normal" work hours.

8.3.1 The oil spill allowance will be as follows:

- ffp 1/3/06 \$1,914 per annum
- ffp 1/1/07 \$2,029 per annum
- ffp 1/1/08 \$2,151 per annum
- ffp 1/1/09 \$2,183 per annum

8.3.1 Employees who work on an oil spill, associated with the Kurnell Marine facilities or on an AMOSC spill, outside of their normal work hours, will receive payment for any additional hours worked. Payment will be calculated at 1.5 times the hourly rate of the annualised pay. There will be no payment for travel time.

8.4.0 Subject to the achievement of identified targets, a performance bonus to a maximum value of 4% of salary as specified in Clause 8.1.0 and 8.2.0 will be paid to an employee. The performance bonus will apply on a calendar year

basis for the periods 1 January 2006 to 31 December 2006, 1 January 2007 to 31 December 2007 and 1 January 2008 to 31 December 2008.

8.4.1 The targets adopted will be achievable, measured and rewarded on a sliding scale. The company will determine the measures and will consult with the delegates over the target levels to be adopted, however a 'balanced scorecard' approach will be adopted. Each employee may elect to direct his or her bonus, if achieved, to a salary sacrifice towards superannuation providing such notification is received in advance.

9.0 Superannuation Benefits

Superannuation benefits will be calculated as follows. The base rate shall be used for service pre July 21, 1997. Total rate is used for service post July 21, 1997.

10.0 Agreement For Alternative Remuneration Arrangement

Where an employee elects to enter into an arrangement for alternative remuneration under the terms of Clause 4(5) of the Award, the amount so nominated will be calculated with reference to an annual sum, in substitution for the rate per week prescribed in the award. In other respects the terms of clause 4(5) of the award continue to apply.

11.0. Claims And Dispute Settling Procedures

11.1.1 Disputes or claims shall first be raised with the appropriate Area E&I Supervisor.

11.1.2 If the matter is not settled within a reasonable time it shall be referred to the Area Reliability Superintendent and appropriate union delegate.

11.1.3 If the matter is still not resolved it will then be raised with the Reliability Manager.

11.1.4 If not resolved it shall be raised with the Reliability Manager, HR representative and a union organiser may become involved.

11.1.5 In the event of no resolution the matter may be referred to the Industrial Relations Commission of NSW.

11.1.6 Until the matter is resolved work shall continue as normal. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub clause.

12.0 Personal Development Process

All employees will be formally appraised on a regular basis (at least annually) by their Supervisor. The object of this process is to set performance objectives, discuss training requirements and personal development issues. The process shall also involve a discussion of individual strengths and weaknesses to help employees improve their performance. This process shall not be used for disciplinary purposes.

APPENDIX 1

"BUSINESS NEEDS" DEFINITION

The Area Reliability Superintendent or designate will require that all of the following are being reasonably addressed within their area prior to a team member being authorised to take time off in lieu of additional hours (Refer Clause 6.3.1)

Safety

Environment

Loss of production

Loss of product quality

Critical equipment - as defined in Equipment Criticality Database

Equipment repair issues - say where a pump is broken down and the spare is operating but in poor condition as identified via IMI vibration survey

CSC field hardware

Absenteeism/vacation

APPENDIX 2

Additional Payments for Shutdowns

The following arrangements will apply for T&I shutdowns as well as unplanned shutdowns/breakdowns that last for greater than 14 calendar days between feed out and feed in.

- Contained within the annualised salary is an overtime payment. This equates to approximately 3 hours per week.
- For T&I shutdowns, a designated shutdown period will be calculated based on 'oil out' to 'oil in' plus 7 calendar days either side (ie 14 total). For unplanned shutdowns payments outside of annualised salaries will occur where an unplanned shutdown lasts for greater than 14 calendar days between feed out and feed in.
- During this designated shutdown period the company will specify its skill and staffing requirements (numbers) to the work team. The team will make all reasonable attempts to provide the numbers sought and in the first instance the numbers will come from the team where the T&I is to occur. If more personnel are required than that team can provide, additional volunteers will be called for from other teams. Either party can terminate this arrangement at the conclusion of the agreement.
- Payments over and above the 3 hours per week will be made if in any fortnightly period an employee's single time equivalent hours exceed the limit for that fortnight.
- Payment will be calculated on an individual basis, but only for those hours worked **in excess** of the 3 hours per week, averaged over the fortnightly period.
- For periods of less than a fortnight, hours will be pro-rated, annualised hours will be pro-rated at 3/7 hours per day.
- Payment will be calculated at double time of the employee's base component of salary.

The following two examples illustrate how the arrangement will work.

Example 1

- Assume designated shutdown period of 28 days ie 2 fortnightly periods.
- Annualised overtime component within each fortnightly period is 6 hours ie 2 weeks x 3 hours per week.
- Employee works additional hours (per week) as follows: 8 hours, 4 hours, 4 hours and 4 hours. Therefore total additional hours worked during the designated fortnightly periods of the shutdown period are 12 hours and 8 hours. Hours in excess of overtime component are 6 hours in first fortnightly period (ie 12 minus 6) and 2 in second fortnightly period (ie 8 minus 6).

- Payment of 8 hours at double time on base rate of pay is made to employee.

Example 2

- Assume designated shutdown period of 30 days
- Annualised overtime component within each fortnightly period is 6 hours (ie 2 weeks x 3 hours per week) and 6/7 hours for the last 2 days (ie: 2 days x 3/7 hours per day) of the designated shutdown period.
- Employee works additional hours as follows:
 - Nil (week 1),
 - Nil (week 2),
 - Nil (week 3),
 - Nil (week 4) and
 - 4 hours (over last 2 days).

Hours for the last 2 days, the proration shows hours in excess of overtime as $3 \frac{1}{7}$ (ie 4 minus $\frac{6}{7}$).

- Payment of overtime $3 \frac{1}{7}$ hours at double time on base rate of pay is made to employee.

Employees assigned to work shut-down or start-up shifts will be paid a shift loading of 15% for afternoon shift (ie any shift scheduled to finish after 2000 hours and at or before midnight) and a shift loading of 30% for night shift (ie any shift scheduled to finish subsequent to midnight and at or before 0800 hours). Special shift loadings (ie 90%) do not apply.

APPENDIX 3

E&I TECHNICIAN SALARIES ANNUALISED BREAKDOWN (March 1, 2006 – December 31, 2006)

Component	E&I L1	E&I L2	E&I L3	E&I L4
Base	56,708	62,114	65,265	67,206
Overtime @6.5%	7,372	8,075	8,484	8,737
T & I	3,739	4,096	4,304	4,433
Allowances	4,343	4,343	4,343	4,374
Stand-by	5,848	5,969	6,036	6,078
Annual Leave Loading	1,350	1,463	1,531	1,572
Annualised Pay	79,360	86,059	89,962	92,399

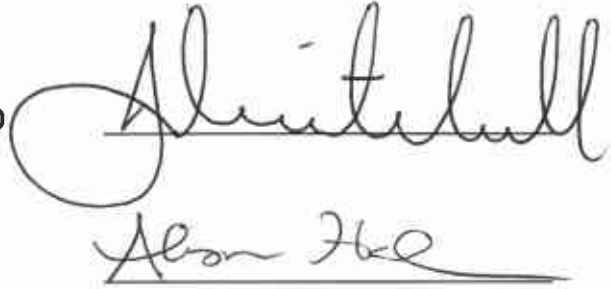
APPENDIX 4

Team Leader Duties and Responsibilities

- **Attend all Area Meetings as requested**
- **Attend Area weekly Planning & Scheduling meeting with Area Specialists, Dayworkers and Maintenance Planning Co-ordinators**
- **Develop a weekly work schedule and submit to Planning & Scheduling Group (Reliability Dept) who will co-ordinate for overall Refinery Plan**
- **Co-ordinate communication activities to all team members and customers**
- **Represents Area & attends morning Refinery Maintenance co-ordination meeting**
- **Will carry out work under the direction of the Maintenance Planning & Scheduling Group (Reliability Department) as required**
- **Ensure team functions are carried out safely & efficiently**
- **Ensure that the Area Maintenance team adopts the principles of Maintenance Best Practice as outlined in the Reliability 2000+ project.**

Signatories

SIGNED FOR AND ON BEHALF OF
CALTEX REFINERIES (NSW) PTY LTD



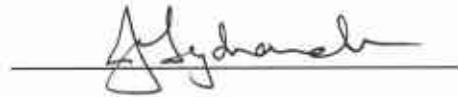
Alan He

In the presence of

SIGNED FOR AND ON BEHALF OF
THE ELECTRICAL TRADES UNION
(NSW BRANCH)



In the presence of



Joanne Tychonenko
Justice of the Peace
Reg No. 8000009