

Compensation for delays during specialist skills' 'waiting periods'

This Scheme outlines the circumstances in which payment may be made in compensation for a worker's agreement to remain available for an assignment, by virtue of the requirement for the worker's specialist skills, during a defined 'waiting period'.

'Specialist Skills' shall be designated as Hyperbaric Welding (manual or automatic); wet welding; radiography; ultrasonic technician skills; specified NDT skills (excluding generic testing under the CSWIP Phase 7 scheme ie: 3.1u and 3.2u); and any other specialist electrical, mechanical or other engineering skills' training undertaken at the request of the Employer for a particular assignment. The Employer shall determine whether, for a particular assignment, 'Specialist Skills' are required.

Where the Employer determines a need for a worker to remain available for an assignment, by virtue of his/her 'Specialist Skills', the Employer shall advise the worker **in writing or by email** of the dates of the defined 'waiting period' and that the provisions of this Scheme apply.

Where the worker accepts this assignment, and the obligation to remain available during the defined waiting period, the provisions (1 – 4) below apply.

Where the worker has a specialist skill required for, or has undertaken specialist electrical, mechanical or other engineering skills' training at the request of the Employer for, a particular assignment, the start date of the waiting period shall be no later than 28 days after completion of that training / the written notification above (whichever is later), unless otherwise mutually agreed.

Where embarkation is delayed beyond the first date of the waiting period then:

1. the Employer will seek to make an offer of reasonable alternative work to utilise the worker meantime. The work may or may not be equivalent to the 'Specialist Skills' assignment but will be within the scope of the worker's normal discipline, and shall be paid at 100% of the Day Rate* applicable for that normal discipline.
2. for each day during the waiting period for which no reasonable alternative work is offered, the worker shall receive a compensatory payment of 50% of the Day Rate* applicable for the discipline required by the 'Specialist Skills' assignment.
3. if the worker unreasonably declines any offer of alternative work which is within his/her skills' base, no compensatory payment shall be made.
4. subject to receiving a minimum of 24 hours' notice, if the worker fails to report for work without good reason# on the required embarkation date within the waiting period, or on subsequent days during the assignment period, no compensatory payment shall be made and any such payments made already shall be forfeited. The Parties agree expressly that the Employer may recoup such monies due direct from the worker's pay. In the event of any outstanding amounts thereafter, the employee will repay the remaining amount within 3 months.

* Day Rate is the rate set out in Clause 5.1 of, and Section 1.1 of the Schedule of Rates to, the ODIA 2009-12

Absence for 'good reason' will generally require advance warning, valid explanation, and evidence (where appropriate) of the reason for failure to attend.