

# Mechanical and Electrical Contractors (North West Shelf Project Platform) Award 1986

## 1. - TITLE

This Award shall be known as the Mechanical and Electrical Contractors (North West Shelf Project Platform) Award 1986.

## 1B. - MINIMUM ADULT AWARD WAGE

- (1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (2) The minimum adult award wage for full-time employees aged 21 or more is \$665.90 per week payable on and from the commencement of the first pay period on or after 1 July 2014.
- (3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- (4) Unless otherwise provided in this clause adults employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- (5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.
- (6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the Minimum Conditions of Employment Act 1993.
- (7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- (8) Subject to this clause the minimum adult award wage shall –
  - (a) Apply to all work in ordinary hours.
  - (b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.
- (9) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2014 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum wage.
- (10) Adult Apprentices

- (a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than \$572.20 per week on and from the commencement of the first pay period on or after 1 July 2014.
- (b) The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.
- (c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.
- (d) Nothing in this clause shall operate to reduce the rate of pay fixed by the award for an adult apprentice in force immediately prior to 5 June 2003.

## 2. - ARRANGEMENT

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## 3. - PARTIES BOUND

This award shall apply to -

Australian Electrical, Electronics, Foundry and Engineering Union (Western Australian Branch)

Amalgamated Metal Workers and Shipwrights Union of Western Australia

Monadelphous Engineering Associates Pty Ltd, and their employees

Detroit Engine and Turbine Company (W.A.), and their employees

Testing and Commissioning Services, and their employees.

Bos Australia Pty Ltd

Transfield Construction Pty Ltd

United Construction Pty Ltd

Ralph M. Lee Pty Ltd

#### 4. - AREA AND SCOPE

This Award applies to all work performed offshore by employees of the abovementioned employers engaged in the classifications contained in Clause 13 of this Award on work in or in connection with preparatory work, maintenance servicing and modification of plant and equipment used in the production processing, piping and distribution of hydrocarbons or other products whether in solid or fluid form and work incidental thereto on offshore hydrocarbons installations operated by Woodside Offshore Petroleum Pty Ltd.

The conditions of this Award shall not apply to, nor be claimed or demanded to be applied by, any party other than employees of the respondent employers carrying out work on the said offshore hydrocarbons installations covered by this Award.

The conditions of employment prescribed by this Award shall apply notwithstanding the provisions of any other Award which applies to the employees covered hereby and shall be in lieu of such provisions.

#### 5. - TERM

This award shall come into force as from 1 July, 1986 and shall remain in force until 1 July, 1988.

#### 6. - CONTRACT OF EMPLOYMENT

- (1) A contract of employment to which this award applies may be terminated in accordance with the provisions of this clause and not otherwise but this subclause does not operate so as to prevent any party to a contract from giving a greater period of notice than is hereinafter prescribed nor to affect an employer's right to dismiss an employee without notice for misconduct and an employee so dismissed shall be paid wages for the time worked up to the time of dismissal only.
- (2) Subject to the provisions of this clause, a party to a contract of employment may, on any day give to the other party the appropriate period of notice of termination of the contract prescribed in subclause (5) of this clause and the contract terminates when that period expires.
- (3) In lieu of giving the notice referred to in subclause (2) of this clause an employer shall pay the employee concerned the ordinary wages being 38 hours pay for the period of notice to which the employee would otherwise be entitled.
- (4) (a) Where an employee leaves their employment -
  - (i) without giving the notice referred to in subclause (2) of this clause; or
  - (ii) having given such notice, before the notice expires,  
  
the employee forfeits entitlement to any monies owing under this award except to the extent that those monies exceed the ordinary wages for the period of notice which should have been given.

- (b) In a case to which paragraph (a) of this subclause applies -
  - (i) the contract of employment shall, for the purposes of this award, be deemed to have terminated at the time of which the employee was last ready, willing and available for work during ordinary working hours under the contract; and
  - (ii) the provisions of subclause (2) of this clause shall be deemed to have been complied with if the employee pays to the employer, whether by forfeiture or otherwise, an amount equivalent to the employee's ordinary wages for the period of notice which should have been given.
- (5) The period of notice referred to in subclause (2) of this clause is -
  - (a) in the case of a casual employee, one hour;
  - (b) in any other case, one week.
- (6) (a) On the first day of engagement, an employee shall be notified by the employer or by the employer's representative whether the duration of the employment is expected to exceed two offshore cycles and, if the employee is hired as a casual employee, the employee shall be advised accordingly.
- (b) An employee shall, for the purposes of this award, be deemed to be a casual employee if engaged specifically to work offshore under this award and -
  - (i) if the duration of the employment is two or less than two complete offshore cycles; or
  - (ii) if the notification referred to in paragraph (a) of this subclause is not given and the employee is dismissed through no fault of the employee's own within the period specified in subparagraph (6)(b)(i).
- (7) The employer shall be under no obligation to pay for any day not worked upon which the employee is required to be present for duty, except when such absence from work is due to illness and comes within the provisions of Clause 19 - Sick Leave of this award.
- (8) The provisions of this clause shall not affect the right of the employer to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown of machinery or any stoppage of work by any cause beyond the employer's reasonable control.
- (9) Employees shall, consistent with safe practice, perform such work (including shift work) as the employer may from time to time require, provided the employee is competent to perform such work.

## 7. - HOURS OF WORK

- (1) Work on the platform covered by this award is normally carried out on the basis of a duty period of fourteen days offshore followed by an off duty period of fourteen days leave of absence without pay inclusive of travel time.
- (2) The ordinary hours of work shall be 38 per week worked between Monday and Friday.
- (3) A customary offshore shift shall consist of a period of work up to 12 hours, of which the first 7.6 hours worked Monday to Friday shall be ordinary time. Any additional hours shall be paid at overtime rates.
- (4) Subject to the provisions of this clause and clause 10 - Overtime of this award, employees shall work such times as the employer may require.
- (5) Employees rostered to work fourteen days or more offshore shall be entitled to fourteen rostered days off duty without pay, inclusive of travel time. Such time shall be taken immediately following the fourteen day period offshore.

- (6) An employee who continues to work offshore beyond fourteen days shall be paid for such time worked at overtime rates, provided that such additional overtime shall not attract additional time off and shall be regarded as part of the employee's unpaid leave entitlement.
- (7) Employees working offshore for short term periods of less than fourteen days shall not be entitled to take unpaid leave of absence.
- (8) Employees shall be paid for time worked offshore at the appropriate rate inclusive of rest and meal breaks occurring during a shift which shall be counted as time worked. For the purposes of this clause, however, travel time shall not be regarded as working time but shall be paid in addition to the hours worked as per Clause 12. - Travelling Time of this award.
- (9) 30 minutes shall be allowed to each employee for each day or shift for a meal break. In addition, a 15 minute rest break shall be allowed during the first half of the day or shift. Employees who work a full 12 hour day or shift shall be entitled to another 15 minute rest break during the second half of the day or shift.
- (10) Rest and meal breaks shall be taken subject to the observance of the employers and clients safety regulations.
- (11) Where an employee is required to remain on duty during the allotted meal break period, and is unable to be relieved until after one half hour beyond commencement time of the normal allotted meal break the employee shall be paid at overtime rates from the commencement time of the normal allotted meal break until relieved for a 30 minute meal break.
- (12) An employee shall not be required to work longer than six hours without a meal break.

#### 8. - POINT OF ASSEMBLY

- (1) The point of assembly shall be deemed to be Perth Airport or, in the case of employees residing in Karratha, Karratha Airport. The employer shall provide the employee with free transportation between the designated assembly point and the platform and vice versa as the case may be.
- (2) If an employee is dismissed he shall be provided with free transport from the platform to the designated assembly point.
- (3) Where an employee is in transit between the point of assembly and the platform or vice versa and the employer is unable to provide transportation for the completion of the journey then the employer shall provide suitable board and accommodation free of charge.

#### 9. - ACCOMMODATION AND MEALS

Accommodation and meals offshore shall be provided free of charge by the employer.

#### 10. - OVERTIME

- (1) All time worked in excess of 7.6 ordinary hours Monday to Friday shall be paid for at double the ordinary hourly rate of pay.
- (2) Notwithstanding anything contained elsewhere within this award time worked in excess of or outside the normal rostered hours of work or work rosters shall not attract overtime payments if -
  - (a) it is due to private arrangements between the employees themselves;
  - (b) it is for the purpose of effecting a rotation of shifts within the shift roster;

- (c) it is time associated with safety drills.
- (3) The rate of pay for work on Saturdays shall be time and one half for the first 7.6 hours and double time thereafter.
- (4) All work performed on Sundays shall be paid for at double time.
- (5)
  - (a) When overtime beyond the normal rostered shift is necessary it shall, wherever reasonably practicable, be arranged so that employees have at least ten consecutive hours off duty between work on consecutive days.
  - (b) An employee who works so much additional overtime between the termination of the rostered shift and the commencement of the next shift that the employee has not had at least ten consecutive hours off duty between those times, shall be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
  - (c) If, on the instructions of the employer, an employee resumes or continues work without having a ten hour rest break the employee shall be paid at double the ordinary time rate until the employee is released from duty for such work period and the employee shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (6) An employee who is recalled to work overtime after completion of their normal offshore day or shift shall be paid a minimum of four hours pay at double the hourly rate for his/her classification but not more than once in respect of any period of time. The employee shall not be required to work the full four hours if the work to be performed is completed within a shorter period.
- (7)
  - (a) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.  
  
The assignment of overtime by an employer to an employee shall be based on specific work requirements and the practice of "one in, all in" overtime shall not apply.
  - (b) No union or association party to this award, or employee or employees covered by this award, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

#### 11. - PUBLIC HOLIDAYS

- (1) An employee shall be entitled to these Public Holidays without loss of pay -
  - New Year's Day
  - Australia Day
  - Labour Day
  - Good Friday
  - Easter Monday
  - Anzac Day
  - Queen's Birthday
  - Foundation Day
  - Christmas Day
  - Boxing Day
  - or any other such day as is generally observed as a substitute day for any of these days.
- (2) Work shall be scheduled to continue day-to-day without interruption for Public Holidays irrespective of the time of year on which these holidays fall including the Christmas/New Year period.
- (3) Client practice shall apply where any special or additional Public Holiday is proclaimed or gazetted.

- (4) An employee who performs work on any of the Public Holidays prescribed in this clause shall be paid for at the rate of double time and one half.
- (5) In the event that a Public Holiday falls during an unpaid off duty period as provided for in Clause 7 - Hours of Work, an employee shall be paid 7.6 hours at ordinary time rates if the employee is on such unpaid leave.
- (6) In the event of a substitute day being enacted, proclaimed or gazetted, the day on which the Public Holiday falls in fact shall not be deemed to be a holiday for any purpose of this Award.

#### 12. - TRAVELLING TIME

Employees shall be paid four hours at the ordinary time rate of pay for travel from the designated assembly point in Perth to the offshore installation, or one hour at the ordinary time rate in respect to travel from the designated assembly point in Karratha to the offshore installation.

Likewise, employees shall be entitled to four hours travelling time payment at ordinary time rate of pay from the offshore installation to the designated assembly point at Perth Airport or one hour travelling time from the offshore installation to the designated assembly point in Karratha.

#### 13. - WAGES

- (1) The ordinary adult weekly rate of wage for the classifications specified in this Award, shall be as follows:

Classification	Base Rate \$	Supple- mentary Payment \$	Additional Safety Net Adjustments \$	Total Rate Per Week \$
C13 Platform Assistant	299.50	40.90	341.10	681.50
C11 Certified Rigger or Scaffolder	337.40	46.30	342.50	726.20
C10 Tradesperson	365.20	48.70	343.60	757.50
C 8 Special Class Electrician	401.70	53.00	347.00	801.70
C 8 Instrument Tradesperson -	401.70	53.00	347.00	801.70

Complex Systems				
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The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.

Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

- (2) A casual employee shall be paid at the ordinary hourly rate appropriate to his/her classification, plus a loading of 20% for all ordinary hours worked in lieu of the leave provided under Clauses 18. - Annual Leave, 19. - Sick Leave and 20. - Bereavement Leave of this award.
- (3) Offshore Contract Allowance:

In addition to the wage rates prescribed in subclause (1) hereof, the employer shall pay their employees an all purpose additional payment as set out below. This payment is made in consideration of all peculiarities associated with the work performed by employees covered by this Award, except where expressly provided elsewhere in this Award, and includes, but is not limited to, payment for all special rates.

This allowance shall be adjusted in line with State Wage Case decision of the Western Australian Industrial Relations Commission and not otherwise.

		PER WEEK
		\$
C 13	Platform Assistant	178.70
C 11	Certified Rigger or Scaffolder	201.60
C 10	Tradesperson	210.10
C 8	Special Class Electrician	227.00
C 8	Instrument Tradesperson - Complex Systems	227.00

- (4) Electrician's Licence Allowance:



A tradesperson who holds and, in the course of their employment, may be required to use a current "A" Grade or "B" Grade licence issued pursuant to the relevant regulation in force at the date of this Award under the Electricity Act, 1945 shall be paid an allowance of \$18.00 per week.

(5) Leading Hand Allowance:

In addition to the appropriate rates of pay prescribed in this clause, a Leading Hand shall be paid –

	\$
(a) If placed in charge of not less than three and not more than ten other employees	22,70
(b) If placed in charge of more than ten and not more than 20 other employees	34,70
(c) If placed in charge of more than 20 other employees	44,80

(6) Structural Efficiency:

- (a) The parties to this award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industry and to enhance the career opportunities and job security of employees in the industry.
- (b) The parties will implement a new classification structure, definitions and training arrangements consistent with the Metal Trades (General) Award 1966.
- (c) Consultation shall be in accordance with Clause 28, - Communications Process of this award.
- (d) Measures raised for consideration by the employer, employees, or union(s) through the Communications Process shall be related to implementation of the new classification structure, the facilitative provisions contained in this award and matters concerning training and, subject to paragraph (e) hereof, any other measures consistent with the objectives of paragraph (a) of this subclause.
- (e) Without limiting the rights of either an employer or a union to arbitration, any other measure designed to increase flexibility at the plant or enterprise and sought by any party shall be notified to the Commission and by agreement of the parties involved shall be subject to the following requirements:
  - (i) the changes sought shall not affect provisions reflecting national standards recognised by the Western Australian Industrial Relations Commission;
  - (ii) the majority of employees affected by the change at the plant or enterprise must genuinely agree to the change;
  - (iii) no employee shall lose income as a result of the change;
  - (iv) the relevant union or unions must be a party to the agreement;
  - (v) the relevant union or unions shall not unreasonably oppose any agreement; and
  - (vi) any agreement shall be subject to approval by the Western Australian Industrial Relations Commission and, if approved, shall operate as a Schedule to this award and take precedence over any provision of this award to the extent of any inconsistency.

#### 14. - CODED WELDING ALLOWANCE

Welders required by the employer to pass a test equivalent to or in excess of the standard required by A.S.M.E. IX test shall be paid a flat allowance of \$1.58 for each hour worked.

#### 15. - SHIFT ALLOWANCE

An employee employed on shift work shall, in addition to their normal rate of pay, be paid a shift allowance calculated as 12.5% of the base rate, supplementary payment and offshore contract allowance for the tradesperson classification for each complete hour worked of a rostered 12-hour shift.

#### 16. - PLATFORM ALLOWANCE

In addition to the rates prescribed in Clause 13. - Wages of this Award, all employees working offshore shall be paid an allowance in accordance with Clause 5.1 in Section B – Offshore Catering Conditions of the Hydrocarbons and Gas (Production and Processing Employees) Award 2002.

This allowance shall compensate employees for costs incurred in travelling to and from the point of assembly, and for all fire, emergency, first aid, safety, evacuation and muster drills occurring during off duty time.

#### 17. - LIVING AWAY FROM HOME ALLOWANCE

- (1) Employees shall be paid an allowance as prescribed in Clause 5.2 in Section B – Offshore Catering Conditions of the Hydrocarbons and Gas (Production and Processing Employees) Award 2002 for each day or part thereof spent offshore.
- (2) The above allowance is to cover the disabilities associated with isolation, accumulating days off, the lack of normal amenities of town or city dwelling, sharing accommodation and the types of facilities and living conditions available on the platform.

#### 18. - ANNUAL LEAVE

- (1) The periods of leave shall, unless otherwise specified by this Award, be as prescribed by the Metal Trades (General) Award or such other Award of the Western Australian Industrial Commission which would be applicable had such employees not been working offshore.
- (2) Subject to subclause (5) of this clause an employee before going on leave shall be paid the wages the employee would have received in respect of the 38 hours ordinary time per week that would have been worked onshore, as prescribed by the Metals Trades (General) Award 1966 or such other award of the Western Australian Industrial Commission which would be applicable to the employee concerned had such an employee not been working offshore. Furthermore, subject to subclause (3) hereof, an employee shall be paid any other additional payments as prescribed in the aforesaid awards in respect of annual leave.
- (3) In addition to the payment prescribed in subclause (2) hereof, an employee shall receive a loading of 17.5% calculated on the rate of pay for the employee's classification as prescribed by the Metal Trades (General) Award 1966 or such other award of the Western Australian Industrial Commission which would be applicable to the employee concerned had such an employee not been working offshore.
- (4) The provisions of this clause shall not apply to casual employees.

- (5) The proportion of annual leave accrued whilst an employee is working offshore will be paid in accordance with the following formula -
- (a) 19.97 hours per cycle worked offshore in respect of employees engaged from Perth; or
  - (b) 19.51 hours per cycle worked offshore in respect of employees engaged from Karratha.

The Shift Allowance, Offshore Contract Allowance and Living Away from Home Allowance prescribed by this Award shall also be paid on a pro rata basis when calculating annual leave accrual.

Provided that any off duty period of leave of absence without pay resulting from time worked offshore shall not be counted as time worked onshore for the purposes of determining the proportion of annual leave accrued while working onshore.

Provided that for any annual leave accrued offshore, the provisions of this subclause shall apply proportionately in lieu of those prescribed in subclauses (2) and (3) of this clause and are also in lieu of those prescribed by the Metal Trades (General) Award or such other Award of the Western Australia Industrial Commission which would be applicable had such an employee not been working offshore.

#### 19. - SICK LEAVE

- (1) In the event that an employee working offshore (other than a casual employee) is absent from work on account of personal ill health or injury the employee shall be entitled to payment for such absence whilst offshore at ordinary time rates up to a maximum of 7.6 hours, provided that this entitlement shall only apply whilst the employee remains offshore.
- (2) Entitlement to sick leave is on the basis of ten days sick leave after twelve months continuous service with the employer. Entitlement to payment shall accrue in the terms prescribed by the Metal Trades (General) Award or such other Award of the Western Australian Industrial Commission which would be applicable to the employee concerned had such an employee not been working offshore.
- (3) To be entitled to payment in accordance with this clause the employee shall as soon as reasonably practicable and preferably before the start of work advise the employer of the employee's inability to attend for work, the nature of the illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances, shall be given to the employer within 24 hours of the commencement of the absence.
- (4) An employee shall prove to the satisfaction of the employer that the employee was unable on account of illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (5) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation Act nor to employees whose injury or illness is the result of the employee's own misconduct.
- (6) The provisions of this clause do not apply to casual employees.
- (7) Provisions relating to prolonged illness and unused portions of sick leave shall be those prescribed in the Metal Trades (General) Award or such other Award of the Western Australian Industrial Commission which would be applicable to the employee concerned had such an employee not been working offshore.

#### 20. - BEREAVEMENT LEAVE

- (1) An employee, who is working offshore and who is entitled to the leave prescribed under this clause, other than a casual employee, shall on the death within Australia of a wife, husband, father, mother, mother-in-law, father-in-law, brother, sister, child or stepchild, be entitled on notice of leave up to and including the day of the funeral of such relation to such leave, and such leave shall be without

deduction of pay for a period not exceeding three working days. Proof of such death shall be furnished by the employee to the satisfaction of the employer.

- (2) The employee shall be paid for such leave at the rate appropriate to his classification as prescribed in the Metal Trades (General) Award or such other Award of the Western Australian Industrial Commission which would be applicable to the employee concerned had such an employee not been working offshore.

#### 21. - RIGHT OF ENTRY

Consistent with the terms of the Labour Relations Legislation Amendment Act 1997 and S.23(3)(c)(iii) of the Industrial Relations Act a representative of the Union shall not exercise the rights under this clause with respect to entering any part of the premises of the employer unless the employer is the employer, or former employer of a member of the Union.

- (1) Subject to the provisions of subclause (2) of this clause, on notifying the local manager or the manager's representative and where appropriate having obtained necessary approval authorisations from the employer, any official of a union party to this award authorised in writing by the President and Secretary of that union shall have the right to enter during ordinary working hours any workplace where any members of a union covered by this award are engaged for the purpose of conversing with or interviewing those members.
- (2) Such officer shall not hamper or otherwise hinder the employees in the carrying out of their work.

#### 22. - SECURITY

- (1) In the interests of safety of personnel and equipment the parties to this Award agree that an employee covered by this Award may be subject to personal and/or luggage searches prior to departing to or from the platform.
- (2) An employee covered by this Award shall display or produce on request any form of personal identification issued for the purpose by the employer.
- (3) An employee who breaches security regulations shall be deemed to be guilty of serious misconduct and shall be dismissed in accordance with the provisions of clause 6 - Contract of Employment.
- (4) An employee who has in his possession or consumes or uses any spirits or alcohol or prohibited drugs or firearms whilst on any helicopter or whilst offshore shall be deemed to be guilty of serious misconduct and shall be dismissed in accordance with clause 6 - Contract of Employment.

#### 23. - PROTECTIVE CLOTHING AND TOOLS

- (1) The employer shall provide the necessary tools and they will remain the property of the employer.
- (2) Suitable gloves shall be provided by the employer for such work as reasonably requires the use of gloves.
- (3) Where necessary safety glasses, ear protection, helmets, masks, goggles, safety gear for live work and other such safety gear as may be required by the employer to be worn shall be supplied to employees. Such protective clothing shall remain the property of the employer.
- (4) An employee shall use such protective clothing and equipment provided by the employer for his protection.

#### 24. - SAFETY CODE

- (1) (a) The parties recognise that problems related to safety and other hazardous situations may arise from time to time which require immediate attention and decision.
  - (b) Where an employee encounters what he/she believes to be a safety hazard or is allocated work to perform in what he/she considers constitutes an unsafe situation, he/she may invoke the safety code by advising his/her supervisor that he/she is so doing: the work process in question shall not be carried out until such time as the matter has been finally determined or an interim arrangement has been directed by the person in command (see subclause (3) hereof).
- (2) To this end, the parties agree on the following procedures -
  - (a) In the event of such a situation becoming apparent to an employee, the employee shall discuss that situation with the immediate supervisor.
  - (b) If the matter is not resolved, the parties shall jointly obtain the relevant technical and safety advice in an attempt to resolve the matter to the satisfaction of all concerned. At this stage there will be the involvement of the union representative.
  - (c) If agreement is not reached, the matter shall be determined by the location person in command in consultation with the parties and the union representative of the employee concerned.
- (3) When it is necessary in the opinion of the person in command for work to be done to rectify a dangerous situation, including interim arrangements, the Company and the unions will co-operate to ensure maximum safety to all employees concerned with such work.

#### 25. - AWARD TO BE POSTED

A copy of this Award and/or amendments thereto shall be exhibited or made available by the employer in every place of work.

#### 26. - GRIEVANCE PROCEDURE

- (1) The parties to this Award are committed to promoting good industrial relations based upon goodwill, consultation and discussion. To this end all personnel involved shall use their best endeavours to resolve problems promptly whilst work continues normally (without bans or limitations) in accordance with the following arrangements. These arrangements form part of the supporting procedures for the Continuity of Supply Agreement.
- (2) Resolution of problems which directly concern the content of the Award or other agreements entered into by the parties, should involve an appropriate full-time union officials and Company representatives.
- (3) Where employee/s or shop steward has a matter of concern, they shall advise the supervisor of the nature of the concern. Having done so, the following procedure will apply.
  - (a) An employee shall discuss the matter of concern with his/her first line supervisor. The parties shall attempt to resolve the matter during this discussion.
  - (b) Where a matter of concern is not capable of immediate resolution a response should be given within 48 hours. Such response shall be in writing.
  - (c) Where the matter is not resolved to the satisfaction of the employee, the employee shall raise the matter with his/her shop steward. The matter will then be put in writing to the supervisor and shall be discussed within 12 hours unless mutually agreed otherwise.
  - (d) If the matter of concern is still not resolved it shall be discussed between the employee, the shop steward, the supervisor and the Company's senior representative on the Platform. Where the matter is resolved the resolution will be reduced to writing.

- (e) If the matter remains unresolved the shop steward shall notify the issue to the relevant official, and he/she shall advise the Company's senior representative of his/her intention to pursue the matter further.
  - (f) If following discussions between the shop steward and the union official the matter is to be pursued further, the union official shall notify the Company's senior representative that the issue remains unresolved.
  - (g) If following discussion between the relevant union officials and management, the matter remains unresolved, then it shall be referred to the Western Australian Industrial Relations Commission for resolution.
  - (h) At any stage either party may request that a grievance be reduced to writing.
  - (i) At any stage either party may request that the resolution of any grievance be reduced to writing.
  - (j) At any stage either party may request a written report advising on the status of a particular grievance.
  - (k) During the quarterly briefings held on the Platform a review of the operation of these procedures may take place.
- (4) These procedures also apply to changes in Company safety requirements or to safety requirements which an employee or employees believe to be obsolete.

## 27. - DISCIPLINE PROCEDURE

### OBJECTIVE

- (1) Subject to the provisions of Clause 6. - Contract of Employment, the discipline procedure is to ensure an acceptable standard of conduct and behaviour is observed in the work environment whilst protecting the rights of the employee and the employer. Every assistance will be provided to employees and supervisors to achieve this aim.

These procedures are for the guidance of personnel in fulfilling the stated objective and generally relate to the following situation -

#### Problem

- (a) Normally resolved by counselling. This includes, but not limited to -
- anti-social behaviour
  - work practices
  - minor infringement of rules.

#### Serious Problem

- (b) Resolved by an investigation of the facts which may result in exoneration or issuing of a formal warning. This includes, but not limited to -
- breaches of safety regulations
  - negligence in work practices.

#### Serious Misconduct

- (c) Suspension with pay prior to evaluation of the situation which may result in termination. This includes, but not limited to -

- serious breach of Company and/or Woodside regulations
- serious breach of Company and/or Woodside safety rules
- possession of drugs, alcohol, fire-arms or means of ignition
- stealing
- assault of another person

## PROBLEM

### Counselling

- (2) (a) Counselling basically involves the line supervisor talking in private to an employee about his performance. This should be used in ordinary day-to-day incidences involving minor infringements or unsatisfactory performance or anti-social behaviour in the workplace.

The following steps or considerations are usually involves -

- explanation of why he/she is being counselled
- employee's view/explanation
- explanation of behaviour or performance standard expected
- action/assistance identified, where appropriate
- If the problem is resolves, no further action is required.
- If the employee does not respond to first counselling within an appropriate period, the procedure should be repeated.
- If there is some improvement but the problem is not resolved, further counselling may also be required.
- If the employee is not satisfied with the counselling he/she can raise it through the Grievance Procedure.

### Formal Counselling

- (b) Where the normal counselling process has not resulted in an improvement, formal counselling will be required. The union representative will be present unless requested otherwise by the employee. In the presence of the union representative the supervisor may seek other Company involvement. The same steps as are involved in counselling are applicable; however, the supervisor makes a written record which is copied to the employee (and employee's shop steward, if involved) and a copy on the employee's file.

If the problem is resolved, no further action is required. If there is some improvement, but the problem is not resolved, further counselling may be required. If there has been no improvement, disciplinary action will be required.

## DISCIPLINARY ACTION

### Formal Written Warning

- (c) (i) Formal written warning will inform the individual of the Company's intention to institute termination proceedings if no improvement is evident. The employee's shop steward is to be notified of the intention to proceed with the issue of a written warning.

The employee's shop steward must be in attendance at the interview. A copy of the record of the interview will be distributed to -

- the employee
- employee shop steward
- relevant section supervisor
- employee's file

### Suspension

- (ii) If there is no improvement following the written warning, the employee in the presence of the employee's shop steward is advised that he/she is suspended (removed from site), with pay, pending termination proceedings. Notification of the suspension including reasons, will be given to the employee and the employee shop steward in writing.

The Union Organiser will also be notified by the Company that the employee has been suspended and that termination proceedings have been instituted. The Company and union will evaluate the situation and agree on a course of action, which may result in reprimand, lifting of suspension or dismissal. If no agreement can be reached, the matter will be referred for arbitration, in accordance with the Grievance Procedure.

#### SERIOUS PROBLEM

- (3) The management will advise the employee/s concerned that the incident will be investigated and possible disciplinary action may result. If the investigation results in disciplinary action being required, the Company will notify the employee's shop steward of its intention to proceed with issuing of a formal written warning as per subclause (2)(c)(i) hereof.

#### SERIOUS MISCONDUCT

- (4) Immediately following a serious incident, the employee in the presence of the employee's shop steward will be advised that he/she is being suspended (removed from site) with pay, pending termination proceedings being implemented. These termination proceedings as per subclause (2)(c)(ii) hereof.

### 28. - COMMUNICATION PROCESS

#### (1) Safety

- (a) Safety meetings are to be held fortnightly and attended by all award and non-award members of each crew. The purpose of the meetings is to review safety performance and deal with relevant safety matters.
- (b) One award and one non-award member of each crew will attend the platform safety meeting which is held fortnightly. The purpose of the meeting is to deal with safety matters referred to in paragraph (a) above and to formulate strategies for implementation and review of safety policy.

The above meetings do not obviate the use of the Safety code for dealing with immediate issues.

#### (2) General

All employees will attend fortnightly toolbox meetings attended by the first line supervisor. The purpose of these meetings is for employees to be briefed on forward programmes and other matters of general interest. It is also used as a forum for employees to discuss issues arising from subclause (6) of Clause 13. - Wages of the award and any other relevant matters.



#### APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

- (1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).
- (2) Subject to this appendix, and in addition to any current arrangements the following procedures shall apply in connection with questions, disputes or difficulties arising under this award/industrial agreement.
  - (a) The persons directly involved, or representatives of person/s directly involved, shall discuss the question, dispute or difficulty as soon as is practicable.
  - (b)
    - (i) If these discussions do not result in a settlement, the question, dispute or difficulty shall be referred to senior management for further discussion.
    - (ii) Discussions at this level will take place as soon as practicable.
- (3) The terms of any agreed settlement should be jointly recorded.
- (4) Any settlement reached which is contrary to the terms of this award/industrial agreement shall not have effect unless and until that conflict is resolved to allow for it.
- (5) Nothing in this appendix shall be read so as to exclude an organisation party to or bound by the award/industrial agreement from representing its members.
- (6) Any question, dispute or difficulty not settled may be referred to the Western Australian Industrial Relations Commission provided that with effect from 22 November 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission..

DATED at Perth this 18th day of July, 1984.

Commissioner.

VARIATION RECORD

MECHANICAL AND ELECTRICAL CONTRACTORS (NORTH WEST SHELF  
PROJECT PLATFORM) AWARD 1986

NO. A 10 OF 1984

Delivered 18/07/84 at 64 WAIG 1516

Consolidated 06/01/97 at 77 WAIG 541

CLAUSE NO.	EXTENT VARIATION	OF ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
<b>1. Title</b>				
	Cl.	1031/86	1/7/86	67 WAIG 362
(1A. State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
	Cl. & Title	1457/93	24/12/93	74 WAIG 198
(1A. State Wage Principles December 1993)				
	Cl. & Title	985/94	30/12/94	75 WAIG 23
(1A. Statement of Principles December 1994)				
	Cl. & Title	1164/95	21/03/96	76 WAIG 911
(1A. Statement of Principles March 1996)				
	Cl & Title	915/96	7/08/96	76 WAIG 3368
(1A. Statement of Principles - August 1996)				
	Cl & Title	940/97	14/11/97	77 WAIG 3177
(1A. Statement of Principles - November 1997)				
	Cl. & Title	757/98	12/06/98	78 WAIG 2579
(1A. Statement of Principles - June, 1998)				
	Del. Cl. & Title	609/99	06/07/99	79 WAIG 1847
<b>1B. Minimum Adult Award Wage</b>				
	Ins. 1B	940/97	14/11/97	77 WAIG 3177
	(2),(3), & (5) rates & text	609/99	01/08/99	79 WAIG 1847
	Cl.	654/00	01/08/00	80 WAIG 3379

Cl.	752/01	01/08/01	81 WAIG 172
Cl.	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2411
(9)	1197/03	1/11/03	83 WAIG 3537
Cl.	570/04	4/06/04	84 WAIG 1521
Cl.	576/05	07/07/05	85 WAIG 2089 & 2642
Cl.	957/05	07/07/06	86 WAIG 1631 & 2170
Cl.	1/07	01/07/07	87 WAIG 1487 & 2062
Cl.	115/07	01/07/08	88 WAIG 773 & 1289
Cl.	1/09	01/10/09	89 WAIG 735 & 1713
Cl.	2/10	01/07/10	90 WAIG 568 & 1151
Cl.	2/11	01/07/11	91 WAIG 1008 & 1554
Cl.	2/12	01/07/12	92 WAIG 1318
Cl.	1/13	01/07/13	93 WAIG 984
Cl.	1/14	01/07/14	94 WAIG 1205

## 2. Arrangement

CL.	305/88	2/3/88	68 WAIG 1468
CL.	851/88	28/9/88	69 WAIG 296
2A. Del.	1940/89	08/09/89	69 WAIG 2913
Cl.	1761/89(R)	05/02/90	70 WAIG 1492
Del. 29	568/90(R2)	27/09/91	71 WAIG 2943
2A – Title	1890/90	24/10/91	71 WAIG 2946
Ins. 1A	1752/91	31/1/92	72 WAIG 191
1A. Title	1457/93	24/12/93	74 WAIG 198
Delete 2A.	1667/93	01/01/94	74 WAIG 942
1A. Title	985/94	30/12/94	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. Appendix – Resolution...	693/96	16/07/96	76 WAIG 2768
Ins. Appendix – S.49B...	694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	7/08/96	76 WAIG 3368
1A	940/97	14/11/97	77 WAIG 3177

Ins. 1B	940/97	14/11/97	77 WAIG 3177
Del. App S49B – Inspect	491/98	16/04/98	78 WAIG 1471
1A. Title	757/98	12/06/98	78 WAIG 2579
Del. 1A	609/99	06/07/99	79 WAIG 1847

(2A. State Wage Principles – September 1988)

Ins. Cl.	851/88	28/9/88	69 WAIG 296
Deleted	1940/89	08/09/89	69 WAIG 2913

(2A. State Wage Principles – September 1989)

Ins.Cl.	1761/89(R)	05/02/90	70 WAIG 1492
Cl. & title	1890/90	24/10/91	71 WAIG 2946

(2A. State Wage Principles – June 1991)

Delete Cl.	1667/93	01/01/94	74 WAIG 942
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### 3. Parties Bound

Ins. New party	325/89	2/5/89	69 WAIG 1798
Cl.	568/90(R2)	27/09/91	71 WAIG 2943

### 4. Area and Scope

### 5. Term

Cl.	1031/86	1/7/86	67 WAIG 362
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### 6. Contract of Employment

Cl.	568/90(R2)	27/09/91	71 WAIG 2943
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### 7. Hours of Work

Cl.	568/90(R2)	27/09/91	71 WAIG 2943
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### 8. Point of Assembly

## 9. Accommodation and Meals

## 10. Overtime

Ins. (7)	305/88	2/3/88	68 WAIG 1468
Cl.	568/90(R2)	27/09/91	71 WAIG 2943

## 11. Public Holidays

## 12. Travelling Time

## 13. Wages

(1)rate & text;(2),(3) & (4) rates	1031/86	1/7/86	67 WAIG 362
(1),(2) & (4)	305/88	2/3/88	68 WAIG 1468
Cl.	851/88	28/9/88	69 WAIG 296
Cl.	1761/89(R)	05/02/90	70 WAIG 1492
Cl.	568/90(R2)	27/09/91	71 WAIG 2943
(1);(3);(4); & (5)	1890/90	24/10/91	71 WAIG 2946
(1), (2)	1611/91	03/04/92	72 WAIG 834
(1)	424/92	03/10/92	72 WAIG 2213
(1)	1667/93	01/01/94	74 WAIG 942
(1)	601/95	17/08/95	75 WAIG 2591
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
Rates, (1) insert text	609/99	01/08/99	79 WAIG 1847
Cl.	654/00	01/08/00	80 WAIG 3379
Cl.	752/01	01/08/01	81 WAIG 1721
(1)	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2411
Cl.	570/04	4/06/04	84 WAIG 1521 & 1903
Cl.	576/05	7/07/05	85 WAIG 2083, 2642
(1), (3) – (5)	911/05	17/2/06	86 WAIG 497
Cl.	957/05	07/07/06	86 WAIG 1631 & 2170
Cl.	1/07	01/07/07	87 WAIG 1487 & 2062

Cl.	115/07	01/07/08	88 WAIG 773 &1289
Cl.	1/09	01/10/09	89 WAIG 735 & 1713
Cl.	2/10	01/07/10	90 WAIG 568 & 1151
Cl.	2/11	01/07/11	91 WAIG 1008 & 1554
Cl.	2/12	01/07/12	92 WAIG 1318
Cl.	1/13	01/07/13	93 WAIG 984
Cl.	1/14	01/07/14	94 WAIG 1205

#### 14. Coded Welding Allowance

Cl.	851/88	28/9/88	69 WAIG 296
Cl.	1761/89(R)	05/02/90	70 WAIG 1492
Cl.	568/90(R2)	27/09/91	71 WAIG 2943
Cl.	1890/90	24/10/91	71 WAIG 2946
Cl	911/05	17/2/06	86 WAIG 497

#### 15. Shift Allowance

rate	1031/86	1/7/86	67 WAIG 362
rate	305/88	2/3/88	68 WAIG 1468
Cl.	851/88	28/9/88	69 WAIG 296
Cl.	1761/89(R)	05/02/90	70 WAIG 1492
Cl.	568/90(R2)	27/09/91	71 WAIG 2943

#### 16. Platform Allowance

rate	1031/86	1/7/86	67 WAIG 362
Cl.	851/88	28/9/88	69 WAIG 296
Cl.	1761/89(R)	05/02/90	70 WAIG 1492
Cl.	568/90(R2)	27/09/91	71 WAIG 2943
Cl	911/05	17/2/06	86 WAIG 497

#### 17. Living Away From Home Allowance

rate	1031/86	1/7/86	67 WAIG 362
(1)	1761/89(R)	05/02/90	70 WAIG 1492
Cl.	568/90(R2)	27/09/91	71 WAIG 2943
Cl	911/05	17/2/06	86 WAIG 497

**18. Annual Leave**

(2) & (3)	568/90(R2)	27/09/91	71 WAIG 2943
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**19. Sick Leave**

(3) & (4)	568/90(R2)	27/09/91	71 WAIG 2943
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**20. Bereavement Leave**

(1)	568/90(R2)	27/09/91	71 WAIG 2943
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**21. Right of Entry**

(1)	568/90(R2)	27/09/91	71 WAIG 2943
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Ins. Preamble	2053/1/97	22/11/97	77 WAIG 3138
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**22. Security****23. Protective Clothing and Tools****24. Safety Code**

Cl.	305/88	2/3/88	68 WAIG 1468
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**25. Award to be Posted****26. Grievance Procedure**

Cl.	305/88	2/3/88	68 WAIG 1468
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(27. Liberty to Apply)

renum. as 29.	305/88	2/3/88	68 WAIG 1468
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**27. Discipline Procedure**

Ins. Cl.	305/88	2/3/88	68 WAIG 1468
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**28. Communication Process**

Ins. Cl.	305/88	2/3/88	68 WAIG 1468
Cl.	568/90(R2)	27/09/91	71 WAIG 2943

(29. Liberty to Apply)

Del.Cl.	568/90(R2)	27/09/91	71 WAIG 2943
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#### **Appendix - Resolution of Disputes Requirement**

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
(1),(6), Del. (7)	2053/97	22/11/97	77 WAIG 3079

(Appendix - S.49B - Inspection of Records Requirements)

Ins. Appendix	694/96	16/07/96	76 WAIG 2789
(1) ins. Text	2053/97	22/11/97	77 WAIG 3138
Delete App.	491/98	16/04/98	78 WAIG 1471