



FAIR WORK  
AUSTRALIA

## DECISION

*Fair Work Act 2009*

s.185—Approval of enterprise agreement

**Neptune Diving Services Pty Ltd**  
(AG2010/9298)

### NEPTUNE DIVING SERVICES PTY LTD DIVING ENTERPRISE AGREEMENT 2010

Diving services

SENIOR DEPUTY PRESIDENT HARRISON

SYDNEY, 31 MAY 2010

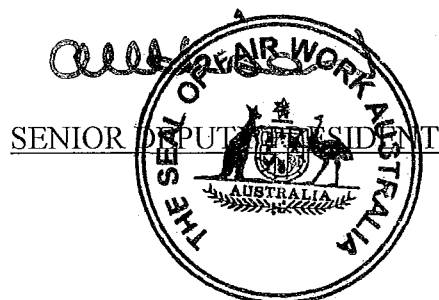
*Application for approval of the Neptune Diving Services Pty Ltd Diving Enterprise Agreement 2010.*

[1] An application has been made for approval of an enterprise agreement known as *Neptune Diving Services Pty Ltd Diving Enterprise Agreement 2010* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Maritime Union of Australia, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. As required by s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved. In accordance with s.54(1) it will operate from 7 June 2010. The nominal expiry date of the Agreement is 30 June 2013.



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**Neptune Diving Services Pty Ltd**  
**Diving Enterprise Agreement**  
**2010**

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## Part 1 – Application and Operation

### 1. Title

This Agreement is the *Neptune Diving Services Pty Ltd Diving Enterprise Agreement 2010*.

### 2. Coverage

2.1 This Agreement applies to Neptune Diving Services Pty Ltd ("the Employer") and its employees engaged in the classifications prescribed in Clause 13 - Rates of Pay and who are employed to work offshore in the provision of underwater diving services associated with offshore oil and gas activities in the Commonwealth of Australia or within the adjacent areas as defined in the *Offshore Petroleum Greenhouse Gas Storage Act 2006*. The Agreement does not apply to maintenance diving work carried out in or around ports.

2.2 This Agreement supersedes and replaces the Neptune Diving Services Pty Ltd Diving Agreement 2007.

### 3. Commencement and Period of Operation

3.1 This Agreement shall operate from 7 days after approval by Fair Work Australia and shall remain in force until 30 June 2013.

3.2 The parties agree to commence negotiations for a replacement agreement, no later than 6 months prior to the nominal expiry date of this Agreement to ensure that an agreement is renegotiated before the nominal expiry date.

### 4. Review of Agreement

This Agreement will be subject to annual review by the parties. These reviews will be limited to ensuring that the implementation of this Agreement reflects the intent of the parties as set out in this Agreement. The reviews will not deal with variations to the terms and conditions contained within the Agreement.

### 5. No Extra Claims

In consideration of the benefits conferred under this Agreement and subject to the provisions of this Agreement, the parties covered by this Agreement, undertake that no further claims will be made upon the Employer in respect of any employment rates or conditions during the nominal term of this Agreement.

### 6. Individual Flexibility Arrangement

6.1 An Employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with the following matter:
  - (i) arrangements about when work is performed.
- (b) the arrangement meets the genuine needs of the Employer and employee in relation to the matter mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Employer and employee.

6.2 The Employer must ensure that the terms of the individual flexibility arrangement:

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- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

6.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and employee; and
- (c) is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
  - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (iv) states the day on which the arrangement commences.

6.4 The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

6.5 The Employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Employer and employee agree in writing — at any time.

## 7. Definitions and Interpretation

7.1 In this Agreement, unless the contrary intention appears:

**Air Diving Superintendent** means an employee that holds a current ADAS qualification placed in charge of a 24 hour air diving operation to co-ordinate the diving work and to relieve air diving supervisors engaged in that operation where and when necessary.

**Air Diving Supervisor** means an employee that holds a current ADAS qualification that is experienced in diving and diving techniques and is appointed by the Employer in writing to supervise diving operations, to instruct other Divers and to be responsible for safe diving practices. The Air Diving Supervisor is responsible to the Employer for other on-site supervisory functions relating to matters within the scope of work, including liaison with other companies, supervision of employees, keeping of appropriate records and reports ensuring that all equipment is kept and properly maintained to comply with all rules and regulations and that all expendable items are maintained at an acceptable stock level.

**Assistant Life Support Technician** means an employee who is training to be a Life Support Technician.

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**Atmospheric Diving Systems (ADS)** means a manned diving system such as OMB, ARMS, MOB, JIM, WASP, NEUTSUIT and similar systems which allow an operator to work underwater without being subjected to greater than atmospheric pressure.

**Day** means for casual employees who work a full rostered on-duty period, shall mean midnight to midnight or casual employees who work other than a full rostered on-duty period means each period of 24 hours or part thereof from the time of departure from the Designated Point of Assembly until the time of arrival back at the Designated Point of Assembly.

**Designated Point of Assembly** means the nearest regional or capital city airport closest to the employee's usual Australian residence with scheduled commercial flights from which the Employer provides transport to the Designated Point of Embarkation.

**Designated Point of Embarkation** means the point from which transport to the offshore location is provided.

**Diver** means an employee that holds a current ADAS qualification who is trained and experienced in diving techniques, underwater breathing, the use of equipment used in diving operations, the administration of first-aid and the routine maintenance of diving systems.

**Diver Medical Technician** means an employee that holds a current ADAS qualification and a valid Diver Medical Technician qualification.

**Employer** means Neptune Diving Services Pty Ltd.

**Hyperbaric Welder** means an employee who has been coded for a particular hyperbaric welding task and who is appointed to perform work in such capacity by the Employer.

**Hyperbaric Welding** means welding performed by an employee who is enclosed within a hyperbaric chamber.

**Life Support Supervisor** means an employee who is a qualified Life Support Technician and is appointed by the Employer in writing as a Life Support Supervisor.

**Life Support Technician** means an employee who will, under the supervision of a diving supervisor, control and monitor all the systems and functions which relate to the life support, safety and health of any person inside hyperbaric chambers used in saturation diving.

**Offshore Exploration and Development Diving** means and includes all diving from oil drilling rigs, hydrocarbons exploration vessels or platforms and diving in or in connection with the construction and maintenance of platforms and associated submarine pipelines.

**Saturation Diving Superintendent** means an employee that holds a current ADAS qualification and is placed in charge of a 24 hour Saturation diving operation and appointed by the Employer in writing to co-ordinate the diving work and to relieve Saturation diving supervisors engaged in that operation where and when necessary.

**Saturation Diving Supervisor** means an employee that holds a current ADAS qualification and is experienced in diving and diving techniques and is appointed by the Employer in writing to supervise Saturation diving operations; to instruct other Divers and to be responsible for safe diving practices. The Saturation Diving Supervisor will be competent to supervise all classes of hydrocarbon exploration and development diving

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applicable to and appropriate to the particular operation which will include using helium/oxygen or similar mixtures, using submarine observation chambers and operating from submarine working chambers. The Saturation Diving Supervisor is responsible to the Employer for other on-site supervisory functions relating to matters within the scope of work, including liaison with other companies, supervision of employees, keeping of appropriate records and reports ensuring that all equipment is kept and properly maintained to comply with all rules and regulations and that all expendable items are maintained at an acceptable stock level.

**Saturation Techniques** means procedures in accordance with which a Diver is continuously subjected to an ambient pressure greater than atmospheric pressure so that the body tissues and blood become saturated with the inert element of the breathing mixture.

**Senior Operator (OMB Operations)** means an employee appointed as such to operate an observation manipulator bell such as "OMB", "ARMS" or "MOB".

**Systems Maintenance Technician** means an employee engaged specifically to perform maintenance and repair tasks on diving and ancillary equipment. Such an employee shall typically have a relevant trade qualification and be familiar with diving operations.

**Trainee Supervisor** means an employee that holds a current ADAS qualification who has successfully completed an ADAS/IMCA trainee supervisor's course and is appointed in writing by the Employer.

**Underwater Inspector** means an employee engaged in or in connection with the inspection of underwater structures and who holds a valid and recognised qualification (recognised qualifications are CSWIP3.1u and CSWIP3.2u).

## Part 2 – Consultation and Dispute Resolution

### 8. Consultation Regarding Major Workplace Change

8.1 This term applies if:

- (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on employees of the enterprise.

8.2 The relevant employees may appoint a representative for the purposes of the procedures in this term.

8.3 If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and the employee or employees advise the Employer of the identity of the representative, the Employer must recognise the representative.

8.4 The Employer must notify the relevant employees and/or their representative, which may include the Union, of the decision to introduce the major change.

8.5 As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.

8.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

8.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

8.8 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses (2), (3), (4) and (5) are taken not to apply.

8.9 In this term, a major change is likely to have a significant effect on employees if:

- (a) it results in the termination of the employment of employees; or
- (b) it results in major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

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- (d) the alteration of hours of work or the need to retrain employees; or
  - (e) the need to relocate employees to another workplace; or
  - (f) the restructuring of jobs.
- 8.10 In this term, relevant employee means the employees who may be affected by the major change.

**9. Dispute Resolution Procedure**

- 9.1 If a dispute relates to a matter arising under the agreement or the National Employment Standards this term sets out procedures to settle the dispute.
- 9.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 9.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 9.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
- 9.5 Fair Work Australia may deal with the dispute in 2 stages:
- (a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.
- 9.6 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (b) an employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the employee to perform; or
    - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 9.7 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.
- 9.8 The parties to the dispute will use their best endeavours and goodwill to bring about a resolution to the dispute as early as possible and in accordance with the procedures and intent of this Clause 9.

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## **Part 3 – Types of Employment and Termination**

### **10. Method of Engagement**

- 10.1 The parties agree that employees will normally be engaged on a casual basis due to the predominantly casual nature of the diving industry.
- 10.2 Any dispute arising between the parties as to permanent arrangements shall be dealt with in accordance with Clause 9 - Dispute Resolution Procedure contained within this Agreement.

### **11. Redundancy and Termination Payments**

The redundancy and termination pay components of the Casual Total Day Rate set out in Appendix 1 and 2 shall accrue and be paid as a lump sum on termination of employment or when requested by the employee, paid into the appropriate superannuation fund.

### **12. Transfer of Business**

Transfer of business will be regulated in accordance with the *Fair Work Act 2009*.

## Part 4 – Minimum Wages and Related Matters

### 13. Rates of Pay

#### 13.1 Casual Total Day Rate Increases

- (a) For all classifications other than Assistant Life Support Technician (who is not a qualified Diver), the Total Day Rate included in the tables below is based on the relativity of the classification to the Air Diver Base Rate. The Base Rate for the Air Diver has been increased by 4.5% from 1 January 2010, 4.5% from 1 July 2010, 5.0% from 1 July 2011 and 5.0% from 1 July 2012.
- (b) Over the life of this Agreement the classification of ALST (who is not a qualified Diver) will move toward a relativity of 75% of the Air Diver Base Rate. The wage increases for this classification are indicated in separate tables.
- (c) The composition of the Casual Total Day Rates are included in Appendix 1 and 2.

#### 13.2 Casual Total Day Rates – Work Performed other than from Rigs and Platforms

Classification	1 Jan 2010	1 Jul 2010	1 Jul 2011	1 Jul 2012
Saturation Diving Superintendent	\$1,989.84	\$2,079.39	\$2,183.36	\$2,292.52
Air Diving Superintendent	\$1,941.91	\$2,029.30	\$2,130.77	\$2,237.30
Saturation Diving Supervisor	\$1,936.30	\$2,023.44	\$2,124.61	\$2,230.84
Air Diving Supervisor	\$1,781.29	\$1,861.45	\$1,954.52	\$2,052.25
Hyperbaric Welder	\$1,749.17	\$1,827.88	\$1,919.28	\$2,015.24
Life Support Supervisor	\$1,620.67	\$1,693.60	\$1,778.28	\$1,867.20
Systems Maintenance Technician	\$1,567.13	\$1,637.65	\$1,719.54	\$1,805.51
Life Support Technician	\$1,460.05	\$1,525.75	\$1,602.04	\$1,682.14
Trainee Supervisor	\$1,460.05	\$1,525.75	\$1,602.04	\$1,682.14
Saturation Diver	\$1,400.90	\$1,463.94	\$1,537.14	\$1,614.00
Air Diver	\$1,352.97	\$1,413.86	\$1,484.55	\$1,558.78
ALST (who is a qualified Diver)	\$1,352.97	\$1,413.86	\$1,484.55	\$1,558.78

Classification	1 Jan 2010	1 Jul 2010	1 Jul 2011	1 Jul 2012 (75% Air Diver)
ALST (who is not a qualified Diver)	\$1,153.46	\$1,176.53	\$1,200.06	\$1,250.36

#### 13.3 Casual Total Day Rates – Work Performed from Rigs and Platforms (includes maintenance work performed from Floating Production Storage and Offload facilities).

Classification	1 Jan 2010	1 Jul 2010	1 Jul 2011	1 Jul 2012
Saturation Diving Superintendent	\$1,884.99	\$1,969.82	\$2,068.31	\$2,171.72
Air Diving Superintendent	\$1,837.06	\$1,919.73	\$2,015.72	\$2,116.50
Saturation Diving Supervisor	\$1,831.45	\$1,913.87	\$2,009.56	\$2,110.04

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Classification	1 Jan 2010	1 Jul 2010	1 Jul 2011	1 Jul 2012
Air Diving Supervisor	\$1,676.44	\$1,751.88	\$1,839.48	\$1,931.45
Hyperbaric Welder	\$1,644.32	\$1,718.31	\$1,804.23	\$1,894.44
Life Support Supervisor	\$1,515.82	\$1,584.03	\$1,663.23	\$1,746.40
Systems Maintenance Technician	\$1,462.28	\$1,528.08	\$1,604.49	\$1,684.71
Life Support Technician	\$1,355.20	\$1,416.18	\$1,486.99	\$1,561.34
Trainee Supervisor	\$1,355.20	\$1,416.18	\$1,486.99	\$1,561.34
Saturation Diver	\$1,296.05	\$1,354.37	\$1,422.09	\$1,493.19
Air Diver	\$1,248.12	\$1,304.28	\$1,369.50	\$1,437.97
ALST (qualified Diver)	\$1,248.12	\$1,304.28	\$1,369.50	\$1,437.97

Classification	1 Jan 2010	1 Jul 2010	1 Jul 2011	1 Jul 2012 (75% Air Diver)
ALST (who is not a qualified Diver)	\$1,024.23	\$1,044.72	\$1,065.61	\$1,129.55

**13.4** The Hyperbaric Welder rates specified in this clause shall apply from the date an employee is required to carry out duties related to the welding to be performed. The payment shall cease when the employee is no longer required by the Employer to carry out tasks related to the welding.

**13.5 Over-Cycle Rates**

- (a) Where the Employer requires over-cycle work to be performed, such over-cycle work shall be paid at the rate of double the Casual Base rate plus allowances (i.e. Casual Total Day Rate plus Casual Base Rate).
- (b) Over-cycle rates shall apply from the 29th day of the duty work cycle.

**14. Allowances**

**14.1 Saturation Diving Allowance**

- (a) The allowances set out in paragraphs (c)(i) and (c)(ii) of this subclause shall commence from the time the Diver first commences in saturation and shall continue until the Diver completes decompression, or in the case of the Diving Superintendent, Diving Supervisors, Life Support Supervisor and the Life Support Technicians, until the last Diver completes decompression whilst under their control.
- (b) The saturation diving allowances will not be payable on practice or training dives during the first 12 month period of training, provided that underwater services are not provided using Saturation Divers by the Employer during these dives.
- (c) The following allowances will be paid when Divers are engaged in saturation diving:
  - (i) Divers in saturation shall be paid the following hourly allowance for each hour that they are held under pressure, including decompression time:

1 Jan 2010	1 Jul 2010	1 Jul 2011	1 Jul 2012
\$ 58.95	\$ 61.60	\$ 64.70	\$ 67.95

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- (ii) Diving Superintendents, Diving Supervisors, Life Support Supervisors and Life Support Technicians will be paid the following hourly allowances while Divers under their control are under pressure including decompression time (percentages in table below are based on rates specified in (c)(i) of this subclause):

Classification	%	1-Jan-10	1-Jul-10	1-Jul-11	1-Jul-12
Diving Superintendent (24 hour day)	20	\$ 11.85	\$ 12.40	\$ 13.00	\$ 13.65
Diving Supervisor (12 hour day)	20	\$ 11.85	\$ 12.40	\$ 13.00	\$ 13.65
Life Support Supervisor (12 hour day)	20	\$ 11.85	\$ 12.40	\$ 13.00	\$ 13.65
Life Support Technician (12 hour day)	15	\$ 8.90	\$ 9.30	\$ 9.75	\$ 10.25
ALST	15	\$ 8.90	\$ 9.30	\$ 9.75	\$ 10.25
Systems Maintenance Technician	15	\$ 8.90	\$ 9.30	\$ 9.75	\$ 10.25

- (iii) Payment of the allowance prescribed in subclause (c)(ii) for ALST shall occur in cases where only one other Life Support employee is rostered on for the shift (i.e. ALST plus Life Support Supervisor or ALST plus Life Support Technician).

**14.2 Depth Allowance (Air Diving and ADS Operations)**

**(a) Air Diving**

- (i) A Diver shall be paid a depth allowance (air diving) as follows:

	1 Jan 2010	1 Jul 2010	1 Jul 2011	1 Jul 2012
Per Metre	\$ 5.95	\$ 6.20	\$ 6.50	\$ 6.85
Per Foot	\$ 1.90	\$ 2.00	\$ 2.10	\$ 2.20

- (i) A minimum daily allowance based on 50 times the depth allowance (air diving) per foot shall be payable.

**(b) ADS Operations**

- (i) ADS Operators shall be paid a depth allowance (ADS operations) as follows:

	1 Jan 2010	1 Jul 2010	1 Jul 2011	1 Jul 2012
Per Metre	\$ 2.95	\$ 3.10	\$ 3.25	\$ 3.40
Per Foot	\$ 0.95	\$ 1.00	\$ 1.05	\$ 1.10

- (ii) A minimum daily allowance based on 250 times the depth allowance (ADS operations) per foot shall be payable.

- (c) The depth allowance shall be payable once in respect of the greatest depth incurred in each 12 hour period worked.

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- (d) The depth allowance will not be payable on practice or training dives during the first 12 month period of training, provided that underwater services are not provided for the Employer during these dives

**14.3 Depth Allowance (Diving Superintendent and Diving Supervisor)**

Diving Superintendents and Diving Supervisors shall receive a percentage of the depth allowance (air diving or ADS operations) based on the greatest depth reached by Divers or Operators (ADS operations) under their control per day as follows:

Classification	Percentage of Greatest Depth reached per day
Diving Superintendent	20% of greatest depth reached each shift within 24 hours
Diving Supervisor or Supervisor (ADS operations)	20% of greatest depth reached per 12 hour Diver's shift

**14.4 Hyperbaric Welding Allowances**

- (a) A Hyperbaric Welder shall be entitled to an allowance per millimetre of pipe circumference welded by the hyperbaric welding team for a successfully completed weld. For the purpose of this clause, successfully completed means a weld which has been accepted by the client without necessity for repair.

**(b) Successful Welds**

Measurement	1 Jan 2010	1 Jul 2010	1 Jul 2011	1 Jul 2012
Per Millimetre Pipe Circumference	\$ 6.65	\$ 6.95	\$ 7.30	\$ 7.65

- (c) The hyperbaric welding allowance per Diver shall be calculated by multiplying the circumference of the pipe welded by the welding team by the rate per millimetre.
- (d) These allowances shall apply only to members of the nominated hyperbaric welding team who have been coded for that particular hyperbaric welding task and who are available in saturation (including decompression) to perform the required weld. For the avoidance of doubt, the hyperbaric welding allowance will apply to a Hyperbaric Welder who is available but does not actually perform the weld that has been carried out by other members of the nominated welding team.

**(e) Repaired Welds**

- (i) For a weld which requires repair prior to being accepted by the client, a Hyperbaric Welder shall be entitled to an allowance per millimetre of pipe circumference welded by the hyperbaric welding team as follows:

Measurement	1 Jan 2010	1 Jul 2010	1 Jul 2011	1 Jul 2012
Per Millimetre Pipe Circumference	\$ 4.55	\$ 4.75	\$ 5.00	\$ 5.25

- (ii) The repair weld rates prescribed above will not be applicable where the Hyperbaric Welder has not contributed to the defect in the weld that has resulted in the repair. The Hyperbaric Welders who have not contributed to the defect will continue to receive the full hyperbaric welding allowance.

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### 14.5 Diver Medical Technician (DMT) and Inspection Work Allowance

- (a) An employee holding a valid DMT qualification will be paid a daily allowance as follows regardless of whether or not it is used:

1 Jan 2010	1 Jul 2010	1 Jul 2011	1 Jul 2012
\$ 10.45	\$ 10.90	\$ 11.45	\$ 12.00

- (b) A Diver employed on a project which specifically requires the employment of Divers who hold a valid inspection qualification shall be paid the following allowance for each day of the project or until such time as they are no longer employed (whichever is the earlier of the two) and regardless of whether inspection work is undertaken or not. A Diver who holds the CSWIP 3.2u qualification shall be paid both the CSWIP 3.1u allowance and the CSWIP 3.2u allowance.
- (c) A Diver employed and who is subsequently asked to utilise their valid inspection qualification during a work cycle shall be paid the following allowance for each day of that work cycle in which the inspection qualification was utilised.

Inspection Qualification	1 Jan 2010	1 Jul 2010	1 Jul 2011	1 Jul 2012
CSWIP 3.1u (or client pre-approved equivalent )	\$ 12.10	\$ 12.65	\$ 13.30	\$ 13.95
CSWIP 3.2u (only)	\$ 12.10	\$ 12.65	\$ 13.30	\$ 13.95

- (d) The allowances set out in this subclause are paid on duty days only and are not paid where an employee is solely travelling.

### 14.6 Loss of Personal Effects Allowance

An employee will be reimbursed up to \$2500 for the loss of personal effects normally required while offshore, which are lost due to fire, explosion, collision, foundering or collapse of a fixed platform, vessel or work barge, provided that no payment will be made where the employee's loss is made good by any insurance policy or other claim on the Employer or any third party.

## 15. Cyclone Standby

- 15.1 If an employee is evacuated from the offshore facility to or past the Point of Embarkation as a direct result of a cyclone and is required by the Employer to remain on standby to return offshore, the employee will be paid the Casual Base Rate for each day on standby until either the employee returns offshore or is no longer required to remain on standby.
- 15.2 In circumstances where the employee has been on standby and is directed to return offshore, the Casual Total Day Rate will resume once the employee has past the Point of Embarkation.
- 15.3 The period of time on standby will not count as offshore duty days.

## 16. Training

- 16.1 Employees shall obtain and maintain qualifications required by the relevant authority (i.e. OPGGSA/ADAS or relevant diving standards) to properly perform the duties of the classification to which they have been appointed.
- 16.2 In recognition of the employees being required to obtain and maintain the required qualifications at their own expense, the Casual Total Day Rate prescribed in this Agreement contain a component for this purpose.

**Neptune Diving Services Pty Ltd Diving Enterprise Agreement 2010**

**16.3 Rates Paid During Project Specific Related Training**

- (a) Employees undertaking project specific related training prior to mobilisation shall be paid the relevant Base Rate specified in Appendix 1 or 2.
- (b) Any training undertaken once an employee has passed the Designated Point of Assembly will be paid at the Casual Total Day Rate.

**16.4 Project Specific Inductions and Meetings**

- (a) Project specific inductions and meetings (e.g. risk assessments, constructability reviews etc) will be paid as follows:
  - (i) Half day (less than 4 hours duration) – half of the relevant Base Rate specified in Appendix 1 or 2.
  - (ii) Full day (greater than 4 hours duration) – the relevant Base Rate specified in Appendix 1 or 2.
- (b) For the avoidance of doubt, if the induction is scheduled for immediately before the mobilisation for a project and the employee has reached the Designated Point of Assembly then the Casual Total Day Rate will apply.

**17. Baggage Arrangements**

- 17.1 If the baggage allowance provided as part of the Employer provided airfare is an amount less than 20kgs, the employee will be reimbursed the difference up to a maximum of 20kgs subject to the production of reasonable and actual receipts.
- 17.2 The Employer will consider, on a case by case basis, reimbursing the employee in circumstances where the employee is required to transport necessary additional work-related equipment and the total baggage is greater than 20kgs.

**18. Payment of Wages**

- 18.1 The Employer will pay the employee's wages, penalties and allowances at a frequency of not longer than monthly by electronic funds transfer into the employee's nominated bank or other recognised financial institution account.
- 18.2 Wages paid to employees on a monthly basis, shall be paid in arrears by the 15<sup>th</sup> day of the following month.
- 18.3 The Employer will consider a one-off part payment in advance to employees who can demonstrate genuine hardship resulting from the payment of wages in arrears on a monthly basis,

**19. Superannuation**

- 19.1 The Employer shall make superannuation contributions of 9% of an employee's ordinary time earnings or such other percentage as required by the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time, to a complying fund nominated by the employee. Where an employee fails to nominate a fund, the Employer shall make contributions to the Seafarers Retirement Fund or such other complying superannuation fund.
- 19.2 Ordinary time earnings for the purpose of this provision means:
  - (a) the applicable rate of pay set out in Clause 13 – Rates of Pay; and
  - (b) if applicable, the saturation diving allowance set out in subclause 14.1 of this Agreement, though in the case of the Divers saturation allowance, superannuation

**Neptune Diving Services Pty Ltd Diving Enterprise Agreement 2010**

will only be payable on half of the hours for which the allowance is payable as saturation Divers spend an equal amount of time at work as at rest; and

- (c) If applicable, the depth allowance or hyperbaric welding allowance set out in subclauses 14.2, 14.3 and 14.4 of this Agreement.

**19.3** Ordinary time earnings does not include bonuses, payment for overtime, redundancy payments or amounts accrued towards redundancy payments or any other extraordinary payment, remuneration or allowance (including the allowance for using saturation techniques during the 12 hour rest period) or any payment which is not calculated by reference to normal rostered ordinary hours.

**20. Insurance**

**20.1** The Employer shall provide the following insurance cover:

- (a) The Employer shall provide insurance cover during the period of the employee's employment against death from any cause to a sum insured of \$200,000.
- (b) The Employer shall provide accident insurance with a sum insured of \$300,000 against the following events occurring during the period of the employee's employment.

	% of Sum Insured
1. Total and irrecoverable loss of all sight in both eyes	100
2. Total and permanent loss of use of both hands	100
3. Total and permanent loss of use of both feet	100
4. Total and permanent loss of use of one hand and one foot	100
5. Total and permanent loss of use of one arm or of greater part of one arm	80
6. Total and permanent loss of use of one leg	75
7. Total and irrecoverable loss of all sight in one eye together with irrecoverable loss of at least 50% of the sight in the other eye	75
8. Total and permanent loss of use of one hand or of five fingers of one hand, or the lower part of one arm	70
9. Total and permanent loss of use of one foot or the lower part of one leg	60
10. Total and permanent loss of hearing	50
11. Total and irrecoverable loss of all sight in one of two eyes	50
12. Total and irrecoverable loss of the lens of two eyes	50
13. Total and permanent loss of use of one thumb	30
(i) both phalanges	
(ii) one phalanx	15
14. Total and permanent loss of use of any finger	10
(i) three phalanges	
(ii) two phalanges	8
(iii) one phalanx	4
15. Total and permanent loss of use of toes	
(i) all of each foot	30
(ii) great-both phalanges	10
(iii) great-both phalanx	5

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(iv) other than great, each toe

4

16. Total and permanent deafness of one ear

12.5

**20.2** This insurance shall not cover diving illness, bone necrosis, decompression sickness and the like.

**21. Accident Make Up Pay**

**21.1** Accident Make Up Pay means the difference between the amount of compensation paid to the employee pursuant to the appropriate workers' compensation legislation and the relevant Base Rate specified in Appendix 1 or 2, as if the employee was paid pursuant to the provisions of that Appendix.

**21.2** The Employer shall pay an employee accident pay where the employee receives an injury for which payment or compensation is payable on behalf of the Employer pursuant to the provisions of the appropriate workers' compensation legislation. Payment shall be made to employees on a regular basis monthly.

**21.3 Other Benefits**

Employees entitled to Accident Make Up Pay shall also accrue superannuation benefits as if at work. This means an employee shall be entitled to the superannuation contribution calculated on both the Accident Make Up Pay and Workers Compensation payments.

**21.4 Period of Accident Make Up Pay**

The Employer shall pay, or cause to be paid, accident make up pay during the incapacity of the employee within the meaning of the relevant workers' compensation legislation until such incapacity ceases, until payments of workers' compensation cease, or until the expiration of 52 weeks from the date of injury, whichever event shall first occur.

**21.5 Completion of Project**

Should a project be completed prior to the expiration of the 52 week period of accident make up pay, the employee shall be terminated at the completion of the project and shall be paid all benefits and entitlements accrued to that date.

**21.6 Payments after Completion of Project**

Accident make-up payments made beyond that date shall comprise the relevant Base Rate specified in Appendix 1 or 2.

**21.7 Effect of Termination of Employment**

The liability of the Employer to pay accident pay in accordance with this clause shall arise at the date of the injury or accident in respect of which compensation is payable under the said appropriate workers' compensation legislation. The termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the Employer to pay accident make up pay as provided in this clause.

**21.8 Lump Sum Payments**

In the event that the employee receives a lump sum in redemption of weekly payments under the appropriate workers' compensation legislation, the liability of the Employer to pay accident pay as herein provided shall cease from the date of such redemption.

## Part 5 – Hours and Related Matters

### 22. Cycle Times

- 22.1 The standard roster pattern shall be an even time roster of up to 28 offshore duty days though, due to unforeseen circumstances, shortage of personnel with the required skills or due to the expected duration of the work, the roster pattern may by agreement be an alternative pattern that suits the particular requirements of the work.
- 22.2 There will be no set limit on seal to seal times on the basis that decompression and bend watch are completed within the 28 offshore duty days.
- 22.3 It is acknowledged that the operational requirements of the job may require cycle times to be extended by agreement between the Employer and employees.
- 22.4 Where an Employer requires over-cycle work to be performed such over-cycle work shall be paid at the rate of double the Casual Base Rate plus allowances (i.e. Casual Total Day Rate plus Casual Base Rate).
- 22.5 Over-cycle rates shall apply from the 29th day of the duty work cycle.
- 22.6 For the purposes of this clause, the duty work cycle commences when the employee has past the Point of Embarkation.

### 23. Point of Assembly

- 23.1 When it would be more convenient for an employee to mobilise direct to the Designated Point of Embarkation rather than via the Designated Point of Assembly and the Employer agrees, the employee will be paid up to the equivalent of the economy airfare cost to the Employer from the Designated Point of Assembly to the Designated Point of Embarkation. In such situations the employee will be responsible for their own transport arrangements.
- 23.2 An employee utilising an alternative Point of Assembly will be entitled to reimbursement of their costs up to a maximum amount equivalent to the costs that would have been incurred had the employee travelled from and to the Designated Point of Assembly. An employee utilising an alternative Point of Assembly will be responsible for any additional costs.

### 24. Travel

- 24.1 Employees will be paid their Casual Total Day Rate from the time they have past the Designated Point of Assembly to the time that they return to the Designated Point of Assembly.
- 24.2 In addition, all reasonable economy airfares, accommodation and meal expenses (excluding alcohol) will be met by the Employer.
- 24.3 Travel days do not form part of the employee's 28 offshore duty days.
- 24.4 Employees who experience delays in travel after having past the Designated Point of Assembly shall be paid for each days delay at the relevant Base Rate specified in Appendix 1 or 2. Under these circumstances the employee shall be provided with all reasonable meals and accommodation to industry standard.
- 24.5 Travel time for the 12 hour day will commence 60 minutes prior to the scheduled departure time from the Designated Point of Assembly.

**25. Hours of Work**

- 25.1 It is agreed that the nature of the industry requires flexible daily work arrangements which should normally be discussed by the Supervisor and the rest of the diving team.
- 25.2 Meal breaks shall be staggered to allow, where possible, work to continue uninterrupted.
- 25.3 Crew meetings to discuss safety, industrial and other issues should be arranged with the Diving Supervisor to cause the least possible disruption to diving operations.
- 25.4 With the exception of Diving Superintendents and employees engaged in operations rendering them subject to greater than atmospheric pressure, the daily hours of work shall be no greater than 12 hours. Starting and finishing times shall be in accordance with a nominated regularly recurrent rostered schedule.
- 25.5 Excursions from the saturation complex will not normally exceed a total of 8 hours from seal to seal of the diving bell and shall be followed by a 12 hour rest period. If an excursion for the same Divers is required to be divided into two or more periods, the total duration of the excursion shall not exceed 8 hours in any 12 hour period.
- 25.6 It is also acknowledged that excursions may exceed 8 hours in any emergency or to complete a particular task with the employee's agreement.
- 25.7 Where more than 1 hour after the rostered finishing time is required to be worked (inclusive of air diving decompression time), an employee shall receive 1/12<sup>th</sup> of their normal day rate for each additional hour or part thereof worked beyond the rostered finishing time. Any additional hours will be worked in accordance with the Diving Safety Manning Plan to avoid fatigue and ensure the safety of the Diver.
- 25.8 Overtime payment shall be calculated on the basis of the Casual Total Day Rate divided by 12, including where call out work is performed by Systems Maintenance Technicians. A minimum payment of 2 hours will be made where the actual time spent working is less than 2 hours.

## **Part 6 – Other Matters**

### **26. Occupational Health and Safety (OHS)**

- 26.1 The health and safety of employees is considered paramount by the parties to the Agreement. All parties are committed to continuous improvement of OHS standards in the workplace.
- 26.2 To facilitate a positive and conscientious attitude to improve working conditions and safety, the parties agree to place utmost importance on the role of an effective Company Occupational Health and Safety Committee, where one is established.
- 26.3 Management and all employees will take appropriate measures to ensure that a safe and healthy working environment prevails in accordance with the Federal and State Occupational Health and Safety legislation. Such management of OHS procedures shall be effected through a comprehensive approach which aims to control hazards at source, reduce the incidence of occupational injuries and illness and provide a rehabilitation system for injuries and illness which have occurred in the workplace.

### **27. Protective Clothing and Equipment**

- 27.1 The Employer shall supply each employee with two pairs of coveralls, one hard hat, one pair of gloves and to those required to work on deck one set of wet weather gear. Employees exposed to the risk of eye injury shall be issued with safety glasses. All the items shall remain the property of the Employer except coveralls and gloves and shall be worn by the employee as directed.
- 27.2 The equipment and coveralls shall be replaced by the Employer on a fair wear and tear basis.
- 27.3 Where an employee is required to wear safety glasses prescribed by an optician or eye specialist, the employee shall be responsible for the cost of the prescription lenses and the Employer the cost of the safety glasses frame and fitting.
- 27.4 Within the Casual Total Day Rate an allowance is provided to enable the employee to purchase top quality safety boots and other clothing. Accordingly such employees are required to provide their own safety boots, work clothing and Tassle Bluey jacket or equivalent. Employees are expected to present for work with appropriate and serviceable safety boots and clothing.
- 27.5 The Casual Total Day Rate calculation includes a wetsuit allowance and accordingly, employees will be required to present for work with a serviceable wetsuit.
- 27.6 Failure to wear the appropriate safety apparel will render the employee liable to disciplinary action.
- 27.7 In lieu of the traditional tool kit provided on construction projects, an amount has been included in the Casual Total Day Rate for employees to supply their own tool kits.


### **28. Charter of Workplace Rights**

The parties to this Agreement are committed to a workplace free from discrimination.

**29. Signatories**

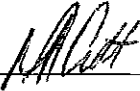
Signed for and on behalf of Neptune Diving Services Pty Ltd

Print Name: JOANNE BURWOOD

Signature: 


Authority to Sign: DIRECTOR OF HR

Witness: MARIA CUTT

Witness Signature: 

Date: 5/5/2010

Signed for and on behalf of the Employees  
Paddy Crumlin  
Print Name: National Secretary

Signature: 

Authority to Sign: NATIONAL SECRETARY MUA. Rules: 15, 32(a) & (b)

Witness: CARISTO PASO RYAN

Witness Signature: 

Date: 12/5/10

**MARITIME UNION OF AUST.  
LEVEL 2  
365-375 SUSSEX STREET  
SYDNEY NSW 2000  
AUSTRALIA**

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## **Appendix 1 – Work performed other than from Rigs and Platforms**

Neptune Diving Services Pty Ltd Diving Enterprise Agreement 2010

Casual Total Day Rates – Work Performed other than from Rigs and Platforms

Effective 1 January 2010 (4.5% increase to the Air Diver Base Rate)

	ALST (qualified diver)	Air Diver	Sat Diver	Trainee Supervisor	Life Support Technician	Systems Maintenance Technician	Life Support Supervisor	Hyperbaric Welder	Air Diving Supervisor	Sat Diving Supervisor	Air Superintendent	Sat Superintendent
Relativity	100%	100%	100%	110%	110%	120%	125%	137%	140%	150%	155%	155%
Base Rate	\$ 744.91	\$ 744.91	\$ 744.91	\$ 819.40	\$ 819.40	\$ 893.89	\$ 931.13	\$ 1,020.52	\$ 1,042.87	\$ 1,117.36	\$ 1,154.61	\$ 1,154.61
Casual loading 25%	\$ 186.23	\$ 186.23	\$ 186.23	\$ 204.85	\$ 204.85	\$ 223.47	\$ 232.78	\$ 255.13	\$ 260.72	\$ 279.34	\$ 288.65	\$ 288.65
Casual Base Rate	\$ 931.13	\$ 931.13	\$ 931.13	\$ 1,024.25	\$ 1,024.25	\$ 1,117.36	\$ 1,163.92	\$ 1,275.65	\$ 1,303.59	\$ 1,396.70	\$ 1,443.26	\$ 1,443.26
LAHA	\$ 96.77	\$ 96.77	\$ 96.77	\$ 96.77	\$ 96.77	\$ 96.77	\$ 96.77	\$ 96.77	\$ 96.77	\$ 96.77	\$ 96.77	\$ 96.77
Sub Total	\$ 1,027.90	\$ 1,027.90	\$ 1,027.90	\$ 1,121.01	\$ 1,121.01	\$ 1,214.13	\$ 1,260.68	\$ 1,372.42	\$ 1,400.35	\$ 1,493.47	\$ 1,540.02	\$ 1,540.02
Redundancy	\$ 91.18	\$ 91.18	\$ 91.18	\$ 91.18	\$ 91.18	\$ 91.18	\$ 91.18	\$ 91.18	\$ 91.18	\$ 91.18	\$ 91.18	\$ 91.18
Termination Pay	\$ 187.86	\$ 187.86	\$ 187.86	\$ 181.83	\$ 181.83	\$ 195.80	\$ 202.78	\$ 219.54	\$ 223.73	\$ 237.70	\$ 244.68	\$ 244.68
Sub Total Day Rate	\$ 1,286.94	\$ 1,286.94	\$ 1,286.94	\$ 1,394.02	\$ 1,394.02	\$ 1,501.10	\$ 1,554.64	\$ 1,683.14	\$ 1,715.26	\$ 1,822.34	\$ 1,875.88	\$ 1,875.88
Allowances	\$ 66.03	\$ 66.03	\$ 66.03	\$ 66.03	\$ 66.03	\$ 66.03	\$ 66.03	\$ 66.03	\$ 66.03	\$ 66.03	\$ 66.03	\$ 66.03
Allowances (Sat training)	\$ -	\$ -	\$ 47.93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47.93	\$ -	\$ 47.93
Total Day Rate	\$ 1,352.97	\$ 1,352.97	\$ 1,400.90	\$ 1,460.05	\$ 1,460.05	\$ 1,567.13	\$ 1,620.67	\$ 1,749.17	\$ 1,781.29	\$ 1,936.30	\$ 1,941.91	\$ 1,989.84

**Neptune Diving Services Pty Ltd Diving Enterprise Agreement 2010**

**Casual Total Day Rates – Work Performed other than from Rigs and Platforms**

**Effective 1 July 2010 (4.5% increase to the Air Diver Base Rate)**

	ALST (qualified diver)	Air Diver	Sat Diver	Trainee Supervisor	Life Support Technician	Systems Maintenance Technician	Life Support Supervisor	Hyperbaric Welder	Air Diving Supervisor	Sat Diving Supervisor	Air Superintendent	Sat Superintendent
Relativity	100%	100%	100%	110%	110%	120%	125%	137%	140%	150%	155%	155%
Base Rate	\$ 778.43	\$ 778.43	\$ 778.43	\$ 856.27	\$ 856.27	\$ 934.11	\$ 973.04	\$ 1,066.45	\$ 1,089.80	\$ 1,167.64	\$ 1,206.56	\$ 1,206.56
Casual loading 25%	\$ 194.61	\$ 194.61	\$ 194.61	\$ 214.07	\$ 214.07	\$ 233.53	\$ 243.26	\$ 266.61	\$ 272.45	\$ 291.91	\$ 301.64	\$ 301.64
Casual Base Rate	\$ 973.04	\$ 973.04	\$ 973.04	\$ 1,070.34	\$ 1,070.34	\$ 1,167.64	\$ 1,216.29	\$ 1,333.06	\$ 1,362.25	\$ 1,459.55	\$ 1,508.20	\$ 1,508.20
LAHA	\$ 101.12	\$ 101.12	\$ 101.12	\$ 101.12	\$ 101.12	\$ 101.12	\$ 101.12	\$ 101.12	\$ 101.12	\$ 101.12	\$ 101.12	\$ 101.12
Sub Total	\$ 1,074.16	\$ 1,074.16	\$ 1,074.16	\$ 1,171.46	\$ 1,171.46	\$ 1,268.76	\$ 1,317.42	\$ 1,434.18	\$ 1,463.37	\$ 1,560.67	\$ 1,609.33	\$ 1,609.33
Redundancy	\$ 95.28	\$ 95.28	\$ 95.28	\$ 95.28	\$ 95.28	\$ 95.28	\$ 95.28	\$ 95.28	\$ 95.28	\$ 95.28	\$ 95.28	\$ 95.28
Termination Pay	\$ 175.42	\$ 175.42	\$ 175.42	\$ 190.01	\$ 190.01	\$ 204.61	\$ 211.90	\$ 229.42	\$ 233.80	\$ 248.39	\$ 255.69	\$ 255.69
Sub Total Day Rate	\$ 1,344.85	\$ 1,344.85	\$ 1,344.85	\$ 1,456.75	\$ 1,456.75	\$ 1,568.65	\$ 1,624.60	\$ 1,758.86	\$ 1,792.45	\$ 1,904.35	\$ 1,960.30	\$ 1,960.30
Allowances	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00
Allowances (Sat training)	\$ -	\$ -	\$ 50.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50.09	\$ -	\$ 50.09
Total Day Rate	\$ 1,413.86	\$ 1,413.86	\$ 1,463.94	\$ 1,525.75	\$ 1,525.75	\$ 1,637.65	\$ 1,693.60	\$ 1,827.86	\$ 1,861.45	\$ 2,023.44	\$ 2,029.30	\$ 2,079.39

**Neptune Diving Services Pty Ltd Diving Enterprise Agreement 2010**

**Casual Total Day Rates – Work Performed other than from Rigs and Platforms**

**Effective 1 July 2011 (5.0% increase to the Air Diver Base Rate)**

	ALST (qualified diver)	Air Diver	Sat Diver	Trainee Supervisor	Life Support Technician	Systems Maintenance Technician	Life Support Supervisor	Hyperbaric Welder	Air Diving Supervisor	Sat Diving Supervisor	Air Superintendent	Sat Superintendent
<b>Relativity</b>	100%	100%	100%	110%	110%	120%	125%	137%	140%	150%	155%	155%
<b>Base Rate</b>	\$ 817.35	\$ 817.35	\$ 817.35	\$ 899.08	\$ 899.08	\$ 980.82	\$ 1,021.69	\$ 1,119.77	\$ 1,144.29	\$ 1,226.02	\$ 1,266.89	\$ 1,266.89
<b>Casual loading 25%</b>	\$ 204.34	\$ 204.34	\$ 204.34	\$ 224.77	\$ 224.77	\$ 245.20	\$ 255.42	\$ 279.94	\$ 286.07	\$ 306.51	\$ 316.72	\$ 316.72
<b>Casual Base Rate</b>	\$ 1,021.69	\$ 1,021.69	\$ 1,021.69	\$ 1,123.86	\$ 1,123.86	\$ 1,226.02	\$ 1,277.11	\$ 1,399.71	\$ 1,430.36	\$ 1,532.53	\$ 1,583.61	\$ 1,583.61
<b>LAHA</b>	\$ 106.18	\$ 106.18	\$ 106.18	\$ 106.18	\$ 106.18	\$ 106.18	\$ 106.18	\$ 106.18	\$ 106.18	\$ 106.18	\$ 106.18	\$ 106.18
<b>Sub Total</b>	\$ 1,127.86	\$ 1,127.86	\$ 1,127.86	\$ 1,230.03	\$ 1,230.03	\$ 1,332.20	\$ 1,383.29	\$ 1,505.89	\$ 1,536.54	\$ 1,638.71	\$ 1,689.79	\$ 1,689.79
<b>Redundancy</b>	\$ 100.04	\$ 100.04	\$ 100.04	\$ 100.04	\$ 100.04	\$ 100.04	\$ 100.04	\$ 100.04	\$ 100.04	\$ 100.04	\$ 100.04	\$ 100.04
<b>Termination Pay</b>	\$ 184.19	\$ 184.19	\$ 184.19	\$ 199.51	\$ 199.51	\$ 214.84	\$ 222.50	\$ 240.88	\$ 245.49	\$ 260.81	\$ 268.48	\$ 268.48
<b>Sub Total Day Rate</b>	\$ 1,412.09	\$ 1,412.09	\$ 1,412.09	\$ 1,529.59	\$ 1,529.59	\$ 1,647.08	\$ 1,705.83	\$ 1,846.82	\$ 1,882.07	\$ 1,999.56	\$ 2,058.31	\$ 2,058.31
<b>Allowances</b>	\$ 72.45	\$ 72.45	\$ 72.45	\$ 72.45	\$ 72.45	\$ 72.45	\$ 72.45	\$ 72.45	\$ 72.45	\$ 72.45	\$ 72.45	\$ 72.45
<b>Allowances (Sat training)</b>	\$ -	\$ -	\$ 52.59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52.59	\$ -	\$ 52.59
<b>Total Day Rate</b>	\$ 1,484.55	\$ 1,484.55	\$ 1,537.14	\$ 1,602.04	\$ 1,602.04	\$ 1,719.54	\$ 1,778.28	\$ 1,919.28	\$ 1,954.52	\$ 2,124.61	\$ 2,130.77	\$ 2,183.36

**Neptune Diving Services Pty Ltd Diving Enterprise Agreement 2010**

**Casual Total Day Rates – Work Performed other than from Rigs and Platforms**

**Effective 1 July 2012 (5.0% increase to the Air Diver Base Rate)**

	ALST (qualified diver)	Air Diver	Sat Diver	Trainee Supervisor	Life Support Technician	Systems Maintenance Technician	Life Support Supervisor	Hyperbaric Welder	Air Diving Supervisor	Sat Diving Supervisor	Air Superintendent	Sat Superintendent
Relativity	100%	100%	100%	110%	110%	120%	125%	137%	140%	150%	155%	155%
Base Rate	\$ 858.22	\$ 858.22	\$ 858.22	\$ 944.04	\$ 944.04	\$ 1,029.86	\$ 1,072.77	\$ 1,175.76	\$ 1,201.50	\$ 1,287.33	\$ 1,330.24	\$ 1,330.24
Casual loading 25%	\$ 214.55	\$ 214.55	\$ 214.55	\$ 236.01	\$ 236.01	\$ 257.47	\$ 268.19	\$ 293.94	\$ 300.38	\$ 321.83	\$ 332.56	\$ 332.56
Casual Base Rate	\$ 1,072.77	\$ 1,072.77	\$ 1,072.77	\$ 1,180.05	\$ 1,180.05	\$ 1,287.33	\$ 1,340.96	\$ 1,469.70	\$ 1,501.88	\$ 1,609.16	\$ 1,662.80	\$ 1,662.80
LAHA	\$ 111.49	\$ 111.49	\$ 111.49	\$ 111.49	\$ 111.49	\$ 111.49	\$ 111.49	\$ 111.49	\$ 111.49	\$ 111.49	\$ 111.49	\$ 111.49
Sub Total	\$ 1,184.26	\$ 1,184.26	\$ 1,184.26	\$ 1,291.53	\$ 1,291.53	\$ 1,398.81	\$ 1,452.45	\$ 1,581.18	\$ 1,613.37	\$ 1,720.64	\$ 1,774.28	\$ 1,774.28
Redundancy	\$ 105.05	\$ 105.05	\$ 105.05	\$ 105.05	\$ 105.05	\$ 105.05	\$ 105.05	\$ 105.05	\$ 105.05	\$ 105.05	\$ 105.05	\$ 105.05
Termination Pay	\$ 193.40	\$ 193.40	\$ 193.40	\$ 209.49	\$ 209.49	\$ 225.58	\$ 233.62	\$ 252.93	\$ 257.76	\$ 273.85	\$ 281.90	\$ 281.90
Sub Total Day Rate	\$ 1,482.70	\$ 1,482.70	\$ 1,482.70	\$ 1,606.07	\$ 1,606.07	\$ 1,729.44	\$ 1,791.12	\$ 1,939.16	\$ 1,976.17	\$ 2,099.54	\$ 2,161.23	\$ 2,161.23
Allowances	\$ 76.08	\$ 76.08	\$ 76.08	\$ 76.08	\$ 76.08	\$ 76.08	\$ 76.08	\$ 76.08	\$ 76.08	\$ 76.08	\$ 76.08	\$ 76.08
Allowances (Sat training)	\$ -	\$ -	\$ 55.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55.22	\$ -	\$ 55.22
Total Day Rate	\$ 1,558.78	\$ 1,558.78	\$ 1,614.00	\$ 1,682.14	\$ 1,682.14	\$ 1,805.51	\$ 1,867.20	\$ 2,015.24	\$ 2,052.25	\$ 2,230.84	\$ 2,237.30	\$ 2,292.52

## **Appendix 2 – Work performed from Rigs and Platforms**

Neptune Diving Services Pty Ltd Diving Enterprise Agreement 2010

Casual Total Day Rates – Work Performed from Rigs and Platforms

Effective 1 Jan 2010 (4.5% increase to the Air Diver Base Rate)

	ALST (qualified diver)	Air Diver	Sat Diver	Trainee Supervisor	Life Support Technician	Systems Maintenance Technician	Life Support Supervisor	Hyperbaric Welder	Air Diving Supervisor	Sat Diving Supervisor	Air Superintendent	Sat Superintendent
Relativity	100%	100%	100%	110%	110%	120%	125%	137%	140%	150%	155%	155%
Base Rate	\$ 744.91	\$ 744.91	\$ 744.91	\$ 819.40	\$ 819.40	\$ 893.89	\$ 931.13	\$ 1,020.52	\$ 1,042.87	\$ 1,117.35	\$ 1,154.61	\$ 1,154.61
Casual loading 25%	\$ 186.23	\$ 186.23	\$ 186.23	\$ 204.85	\$ 204.85	\$ 223.47	\$ 232.78	\$ 255.13	\$ 260.72	\$ 279.34	\$ 288.65	\$ 288.65
Casual Base Rate	\$ 931.13	\$ 931.13	\$ 931.13	\$ 1,024.25	\$ 1,024.25	\$ 1,117.36	\$ 1,163.92	\$ 1,275.65	\$ 1,303.59	\$ 1,396.70	\$ 1,443.26	\$ 1,443.26
LAHA	\$ 96.77	\$ 96.77	\$ 96.77	\$ 96.77	\$ 96.77	\$ 96.77	\$ 96.77	\$ 96.77	\$ 96.77	\$ 96.77	\$ 96.77	\$ 96.77
Sub Total	\$ 1,027.90	\$ 1,027.90	\$ 1,027.90	\$ 1,121.01	\$ 1,121.01	\$ 1,214.13	\$ 1,260.69	\$ 1,372.42	\$ 1,400.35	\$ 1,493.47	\$ 1,540.02	\$ 1,540.02
Termination Pay	\$ 154.19	\$ 154.19	\$ 154.19	\$ 168.15	\$ 168.15	\$ 182.12	\$ 189.10	\$ 205.86	\$ 210.05	\$ 224.02	\$ 231.00	\$ 231.00
Sub Total Day Rate	\$ 1,182.09	\$ 1,182.09	\$ 1,182.09	\$ 1,289.17	\$ 1,289.17	\$ 1,396.25	\$ 1,449.79	\$ 1,578.28	\$ 1,610.41	\$ 1,717.49	\$ 1,771.03	\$ 1,771.03
Allowances	\$ 66.03	\$ 66.03	\$ 66.03	\$ 66.03	\$ 66.03	\$ 66.03	\$ 66.03	\$ 66.03	\$ 66.03	\$ 66.03	\$ 66.03	\$ 66.03
Allowances (Sat training)	\$ -	\$ -	\$ 47.93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47.93	\$ -	\$ 47.93
Total Day Rate	\$ 1,248.12	\$ 1,248.12	\$ 1,296.05	\$ 1,355.20	\$ 1,355.20	\$ 1,462.28	\$ 1,515.82	\$ 1,644.32	\$ 1,676.44	\$ 1,831.45	\$ 1,837.06	\$ 1,884.99

**Neptune Diving Services Pty Ltd Diving Enterprise Agreement 2010**

**Casual Total Day Rates – Work Performed from Rigs and Platforms**

**Effective 1 Jul 2010 (4.5% increase to the Air Diver Base Rate)**

	ALST (qualified diver)	Air Diver	Sat Diver	Trainee Supervisor	Life Support Technician	Systems Maintenance Technician	Life Support Supervisor	Hyperbaric Welder	Air Diving Supervisor	Sat Diving Supervisor	Air Superintendent	Sat Superintendent
Relativity	100%^	100%	100%	110%	110%	120%	125%	137%	140%	150%	155%	155%
Base Rate	\$ 778.43	\$ 778.43	\$ 778.43	\$ 856.27	\$ 856.27	\$ 934.11	\$ 973.04	\$ 1,066.45	\$ 1,089.80	\$ 1,167.54	\$ 1,206.56	\$ 1,206.56
Casual loading 25%	\$ 194.61	\$ 194.61	\$ 194.61	\$ 214.07	\$ 214.07	\$ 233.53	\$ 243.26	\$ 266.61	\$ 272.45	\$ 291.91	\$ 301.64	\$ 301.64
Casual Base Rate	\$ 973.04	\$ 973.04	\$ 973.04	\$ 1,070.34	\$ 1,070.34	\$ 1,167.64	\$ 1,216.29	\$ 1,333.06	\$ 1,362.25	\$ 1,459.55	\$ 1,508.20	\$ 1,508.20
LAHA	\$ 101.12	\$ 101.12	\$ 101.12	\$ 101.12	\$ 101.12	\$ 101.12	\$ 101.12	\$ 101.12	\$ 101.12	\$ 101.12	\$ 101.12	\$ 101.12
Sub Total	\$ 1,074.16	\$ 1,074.16	\$ 1,074.16	\$ 1,171.46	\$ 1,171.46	\$ 1,268.76	\$ 1,317.42	\$ 1,434.18	\$ 1,463.37	\$ 1,560.67	\$ 1,609.33	\$ 1,609.33
Termination Pay	\$ 161.12	\$ 161.12	\$ 161.12	\$ 175.72	\$ 175.72	\$ 190.31	\$ 197.61	\$ 215.13	\$ 219.51	\$ 234.10	\$ 241.40	\$ 241.40
Sub Total Day Rate	\$ 1,235.28	\$ 1,235.28	\$ 1,235.28	\$ 1,347.18	\$ 1,347.18	\$ 1,459.08	\$ 1,515.03	\$ 1,649.31	\$ 1,682.88	\$ 1,794.78	\$ 1,850.73	\$ 1,850.73
Allowances	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00
Allowances (Sat training)	\$ -	\$ -	\$ 50.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50.09	\$ -	\$ 50.09
Total Day Rate	\$ 1,304.28	\$ 1,304.28	\$ 1,354.37	\$ 1,416.18	\$ 1,416.18	\$ 1,528.08	\$ 1,584.03	\$ 1,718.31	\$ 1,751.88	\$ 1,813.87	\$ 1,919.73	\$ 1,969.82

Neptune Diving Services Pty Ltd Diving Enterprise Agreement 2010

Casual Total Day Rates – Work Performed from Rigs and Platforms

Effective 1 Jul 2011 (5.0% increase to the Air Diver Base Rate)

	ALST (qualified diver)	Air Diver	Sat Diver	Trainee Supervisor	Life Support Technician	Systems Maintenance Technician	Life Support Supervisor	Hyperbaric Welder	Air Diving Supervisor	Sat Diving Supervisor	Air Superintendent	Sat Superintendent
Relativity	100%^	100%	100%	110%	110%	120%	125%	137%	140%	150%	155%	155%
Base Rate	\$ 817.35	\$ 817.35	\$ 817.35	\$ 899.08	\$ 899.08	\$ 980.82	\$ 1,021.69	\$ 1,119.77	\$ 1,144.29	\$ 1,226.02	\$ 1,266.89	\$ 1,266.89
Casual loading 25%	\$ 204.34	\$ 204.34	\$ 204.34	\$ 224.77	\$ 224.77	\$ 245.20	\$ 255.42	\$ 279.94	\$ 286.07	\$ 306.51	\$ 316.72	\$ 316.72
Casual Base Rate	\$ 1,021.69	\$ 1,021.69	\$ 1,021.69	\$ 1,123.86	\$ 1,123.86	\$ 1,226.02	\$ 1,277.11	\$ 1,399.71	\$ 1,430.36	\$ 1,532.53	\$ 1,583.61	\$ 1,583.61
LAHA	\$ 106.18	\$ 106.18	\$ 106.18	\$ 106.18	\$ 106.18	\$ 106.18	\$ 106.18	\$ 106.18	\$ 106.18	\$ 106.18	\$ 106.18	\$ 106.18
Sub Total	\$ 1,127.86	\$ 1,127.86	\$ 1,127.86	\$ 1,230.03	\$ 1,230.03	\$ 1,332.20	\$ 1,383.29	\$ 1,505.89	\$ 1,536.54	\$ 1,638.71	\$ 1,689.79	\$ 1,689.79
Termination Pay	\$ 169.18	\$ 169.18	\$ 169.18	\$ 184.50	\$ 184.50	\$ 199.83	\$ 207.49	\$ 225.88	\$ 230.48	\$ 245.81	\$ 253.47	\$ 253.47
Sub Total Day Rate	\$ 1,297.04	\$ 1,297.04	\$ 1,297.04	\$ 1,414.54	\$ 1,414.54	\$ 1,532.03	\$ 1,590.78	\$ 1,731.77	\$ 1,767.02	\$ 1,884.51	\$ 1,943.26	\$ 1,943.26
Allowances	\$ 72.45	\$ 72.45	\$ 72.45	\$ 72.45	\$ 72.45	\$ 72.45	\$ 72.45	\$ 72.45	\$ 72.45	\$ 72.45	\$ 72.45	\$ 72.45
Allowances (Sat training)	\$ -	\$ -	\$ 52.59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52.59	\$ -	\$ 52.59
Total Day Rate	\$ 1,369.50	\$ 1,369.50	\$ 1,422.09	\$ 1,486.99	\$ 1,486.99	\$ 1,604.49	\$ 1,663.23	\$ 1,804.23	\$ 1,839.48	\$ 2,009.56	\$ 2,015.72	\$ 2,068.31

Neptune Diving Services Pty Ltd Diving Enterprise Agreement 2010

Casual Total Day Rates – Work Performed from Rigs and Platforms

Effective 1 Jul 2012 (5.0% increase to the Air Diver Base Rate)

	ALST (qualified diver)	Air Diver	Sat Diver	Trainee Supervisor	Life Support Technician	Systems Maintenance Technician	Life Support Supervisor	Hyperbaric Welder	Air Diving Supervisor	Sat Diving Supervisor	Air Superintendent	Sat Superintendent
Relativity	100% <sup>A</sup>	100%	100%	110%	110%	120%	125%	137%	140%	150%	155%	155%
Base Rate	\$ 858.22	\$ 858.22	\$ 858.22	\$ 944.04	\$ 944.04	\$ 1,029.86	\$ 1,072.77	\$ 1,175.76	\$ 1,201.50	\$ 1,287.33	\$ 1,330.24	\$ 1,330.24
Casual loading 25%	\$ 214.55	\$ 214.55	\$ 214.55	\$ 236.01	\$ 236.01	\$ 257.47	\$ 268.19	\$ 293.94	\$ 300.38	\$ 321.83	\$ 332.56	\$ 332.56
Casual Base Rate	\$ 1,072.77	\$ 1,072.77	\$ 1,072.77	\$ 1,180.05	\$ 1,180.05	\$ 1,287.33	\$ 1,340.96	\$ 1,469.70	\$ 1,501.88	\$ 1,609.16	\$ 1,662.80	\$ 1,662.80
LAHA	\$ 111.49	\$ 111.49	\$ 111.49	\$ 111.49	\$ 111.49	\$ 111.49	\$ 111.49	\$ 111.49	\$ 111.49	\$ 111.49	\$ 111.49	\$ 111.49
Sub Total	\$ 1,184.26	\$ 1,184.26	\$ 1,184.26	\$ 1,291.53	\$ 1,291.53	\$ 1,398.81	\$ 1,452.45	\$ 1,581.18	\$ 1,613.37	\$ 1,720.64	\$ 1,774.28	\$ 1,774.28
Termination Pay	\$ 177.64	\$ 177.64	\$ 177.64	\$ 193.73	\$ 193.73	\$ 209.82	\$ 217.87	\$ 237.18	\$ 242.00	\$ 258.10	\$ 266.14	\$ 266.14
Sub Total Day Rate	\$ 1,361.90	\$ 1,361.90	\$ 1,361.90	\$ 1,485.27	\$ 1,485.27	\$ 1,608.63	\$ 1,670.32	\$ 1,818.36	\$ 1,855.37	\$ 1,978.74	\$ 2,040.42	\$ 2,040.42
Allowances	\$ 76.08	\$ 76.08	\$ 76.08	\$ 76.08	\$ 76.08	\$ 76.08	\$ 76.08	\$ 76.08	\$ 76.08	\$ 76.08	\$ 76.08	\$ 76.08
Allowances (Sat training)	\$ -	\$ -	\$ 55.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55.22	\$ -	\$ 55.22
Total Day Rate	\$ 1,437.97	\$ 1,437.97	\$ 1,493.19	\$ 1,561.34	\$ 1,561.34	\$ 1,684.71	\$ 1,746.40	\$ 1,894.44	\$ 1,931.45	\$ 2,110.04	\$ 2,116.50	\$ 2,171.72