

## 1. TITLE

This Agreement is titled the (insert employers name) Diving Agreement 2007.

## 2. ARRANGEMENT

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## 3. APPLICATION OF AGREEMENT

This Agreement applies to (*insert Employer's name*) ("the Employer"), to the Maritime Union of Australia (MUA), its members and persons eligible to be members of the MUA 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

Petroleum (Submerged Lands) Acts Commonwealth. The Agreement does not apply to maintenance diving work carried out in or around ports.

This Agreement supersedes and replaces the (insert employers name) Diving Agreement 2004.

#### **4. DATE OF OPERATION**

This Agreement will operate from 1 January 2007 and shall expire on 31 December 2009.

#### **5. 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 the 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.

#### **6. NO EXTRA CLAIMS**

In consideration of the benefits conferred under this Agreement and subject to the provisions of this Agreement, the Union and the members of the Union 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.

#### **7. CALLING UP CONTENT OF OTHER DOCUMENTS**

In conformity with the requirements of Part 8 Sec 355 of the Act, the following terms and provisions contained in the Professional Divers – Maritime Union of Australia Award 2002 are called up and incorporated into this Agreement:

These Award clauses are incorporated into this Agreement and shall apply according to their terms. Provided that where a term of the Award is inconsistent with a term of this Agreement, the terms of the Agreement shall prevail to the extent of any inconsistency.

#### **Part I – General**

<u>Clause</u>	<u>Title</u>
1.	Award title
2.	Arrangement
5.	Parties bound and coverage of award

- 10. Posting of award
- 11. Higher duties

**Part II - Offshore**

- 12. Definitions
- 13. Contract of Employment
- 14. Stand down
- 15. Wage rates
- 16. Allowances
- 18. Accident pay
- 19. Payment of wages
- 20. Hours of Work
- 21. Periods of Duty
- 22. Annual Leave
- 23. Sick Leave
- 24. Bereavement Leave
- 25. Jury Service

**8. METHOD OF ENGAGEMENT**

The parties agree that employees will normally be engaged on a casual basis due to the predominantly casualised nature of the diving industry.

Any dispute arising between the parties as to what the permanent arrangements shall be, will be dealt with in accordance with the Dispute/Grievance Resolution Procedure contained within this Agreement.

**9. RATES OF PAY**

a) Casual employees

Casual employees shall be paid the following day rates for each day worked:

i) Total Day Rates – Work Performed Other than from Rigs and Platforms

%Relativity	1 Jan	1 July	1 July	1 July
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		2007	2007 (5%)	2008 (5%)	2009 (2.5%)
		\$	\$	\$	
Saturation Diving Superintendent	155	1670.42	1753.94	1841.64	1887.68
Air Diving Superintendent	155	1635.42	1717.19	1803.05	1848.13
Saturation Diving Supervisor	150	1625.09	1706.34	1791.66	1836.45
Air Diving Supervisor	140	1499.41	1574.38	1653.10	1694.43
Hyperbaric Welder	137	1472.21	1545.82	1623.11	1663.69
Life Support Supervisor	125	1363.40	1431.57	1503.15	1540.73
Systems Maintenance Technician	120	1318.06	1383.96	1453.16	1489.49
Life Support Technician	110	1227.38	1288.75	1353.19	1387.02
Trainee Supervisor	110	1227.38	1288.75	1353.19	1387.02
Saturation Diver	100	1171.71	1230.30	1291.81	1324.11
Diver	100	1136.71	1193.55	1253.23	1284.56
Assistant Life Support Technician	85 (100% if ALST is a qualified diver)	1000.69/ 1136.71	1050.72 1193.55	1103.26 1253.23	1130.84 1284.56

ii) Total Day Rates – Work Performed from Rigs and Platforms (includes maintenance work performed from Floating Production Storage and Offtake (FPSO) facilities.)

	%Relativity	1 Jan 2007	1 July 2007 (5%)	1 July 2008 (5%)	1 July 2009 (2.5%)
		\$	\$	\$	\$
Saturation Diving Superintendent	155	1537.39	1614.26	1694.97	1737.34
Air Diving Superintendent	155	1502.39	1577.51	1656.39	1697.80
Saturation Diving Supervisor	150	1493.55	1568.23	1646.64	1687.81
Air Diving Supervisor	140	1370.86	1439.40	1511.37	1549.15
Hyperbaric Welder	137	1344.55	1411.78	1482.37	1519.43
Life Support Supervisor	125	1239.33	1301.30	1366.37	1400.53
Systems Maintenance Technician	120	1195.49	1255.26	1318.02	1350.97
Life Support Technician	110	1107.80	1163.19	1221.35	1251.88
Trainee Supervisor	110	1107.80	1163.19	1221.35	1251.88
Saturation Diver	100	1055.11	1107.87	1163.26	1192.34
Diver	100	1020.11	1071.12	1124.68	1152.80

Assistant Life Support Technician	85 (100% if ALST is a qualified diver)	888.58/ 1020.11	933.01/ 1071.12	979.66/ 1124.68	1004.15 1152.80
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Note: The “Redundancy” and "Termination Pay" components of the Total Day Rate set out in the Appendices 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.

Note: The hyperbaric welding rates specified in Clause 9 - Rates of Pay 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 carryout tasks related to the welding.

#### b) Overcycle Rates

Where the Employer requires overcycle work to be performed, such overcycle work shall be paid at the rate of double the Casual Base rate plus allowances (ie Total Day Rate plus Casual Base Rate). Overcycle rates shall apply from the 29<sup>th</sup> day of the duty work cycle.

#### c) Payment of Wages

Wages shall be paid to employees on a regular basis monthly, by the 15 day of the next month in arrears.

### 10. ADDITIONAL ALLOWANCES

In addition to the rates set out in clause 9 - Rates of Pay, all permanent and casual employees will receive the following allowances when applicable:

#### a) Saturation Diving Allowances

The allowances set out in paragraphs i) and 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.

The Saturation Diving Allowances will not be payable on practice or training dives during the first twelve months period of training, provided that under water services are not provided for the Employer during these dives.

The following allowances will be paid when divers are engaged in saturation diving works:

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 2007	1 July 2007 (+5%)	1 July 2008 (+5%)	1 July 2009 (+2.5%)
\$ 49.90	\$ 52.40	\$ 55.00	\$ 56.40

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.

	1 Jan 2007	1 July 2007	1 July 2008	1 July 2009
Diving Superintendent (24 hour day)	\$ 10.00	\$10.50	\$11.05	\$11.35
Diving Supervisor (12 hour day)	\$ 10.00	\$10.50	\$11.05	\$11.35
Life Support Supervisor (12 hour day)	\$ 10.00	\$10.50	\$11.05	\$11.35
Life Support Technician (12 hour day)	\$ 7.50	\$7.90	\$8.30	\$8.50
Assistant Life Support Technician	\$ 7.50	\$7.90	\$8.30	\$8.50

iii) Payment of the allowance prescribed in subclause ii) above for Assistant Life Support Technician shall only occur in cases where only one other Life Support employee is rostered on for the shift (ie ALST + LSS or ALST + LST)

b) Depth Allowance - Air Diving

A diver entering the water shall be paid a daily depth allowance as follows:

	1 Jan 2007	1 July 2007	1 July 2008	1 July 2009
Per Metre	\$5.05	\$5.30	\$5.55	\$5.70
Per Foot	\$1.55	\$1.65	\$1.75	\$1.80

Such allowance shall be payable once in respect of the greatest depth incurred in each 12 hour period worked.

A minimum daily allowance based on 50 times the diving allowance per foot shall be payable.

The Depth Allowance will not be payable on practice or training dives during the first twelve months period of training, provided that under water services are not provided for the employer during these dives.

c) Depth Allowance – Atmospheric Diving Systems (ADS) Operations Allowance

ADS operators shall be paid an ADS operations allowance per metre or per foot according to the following table, provided that a minimum allowance calculated as two hundred and fifty (250) times the diving allowance per foot shall be paid. Such allowance shall be payable only once in respect of the greatest depth incurred within a twelve hour work period.

	1 Jan 2007	1 July 2007	1 July 2008	1 July 2009
		(+5%)	(+5%)	(+2.5%)
Per Metre	\$2.45	\$2.60	\$2.75	\$2.80
Per Foot	\$0.80	\$0.85	\$0.90	\$0.93

This allowance will not be payable on practice or training dives during the first twelve months period of training, provided that under water services are not provided for the employer during these dives.

d) Diving Superintendent and Diving Supervisor Depth Allowance - Air Diving and ADS Operations

These classifications of employees shall receive the following percentages of the average Depth Allowance, Air Diving or ADS Operations Allowance payable to divers or operators (ADS Operations) whilst under their control:

Percentage of Daily Average

Diving Superintendent	20% of allowances earned per 24 hours
Diving Supervisor	20% of allowances earned per 12 hour diver's shift

The daily average allowance will be calculated by dividing the total allowance earned in each day or part of a day by divers or operators (ADS operations) under the control of the Diving Superintendent, Diving Supervisor or Supervisor (ADS operations) by the number of divers or operators (ADS operations) who earned an allowance pursuant to subclauses (a) or (b) of this clause.

e) Hyperbaric Welding Allowances

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. The allowance is prescribed as follows:

i) Successful Welds

	1 Jan 2007	1 July 2007	1 July 2008	1 July 2009
Per Millimetre of Pipe Circumference	\$5.60	\$5.90	\$6.20	\$6.35

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.

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 another member/s of the nominated welding team.

ii) Repaired Welds

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:

	1 Jan 2007	1 July 2007	1 July 2008	1 July 2009
Per Millimetre of pipe circumference	\$3.85	\$4.05	\$4.25	\$4.35

The repair weld rates prescribed above will not be applicable where the hyperbaric welder diver 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.

f) Payment for Diver Medical Technician (DMT) and Inspection Work

i) 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 2007	1 July 2007	1 July 2008	1 July 2009
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\$8.90                      \$9.30                      \$9.80                      \$10.00

ii) A diver employed on a project which specifically requires the employment of inspection qualified divers and who holds 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.

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 2007	1 July 2007	1 July 2008	1 July 2009
CSWIP 3.1u (or client pre-approved equivalent )	\$10.30	\$10.80	\$11.30	\$11.60
CSWIP 3.2u (only)	\$10.30	\$10.80	\$11.30	\$11.60

iii) The allowances set out in subclauses i) and ii) above are paid on work days only and are not paid where an employee is solely travelling.

g) **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.

**11. TRAINING**

a) Employees shall obtain and maintain qualifications required by the relevant authority (ie PSLA/ADAS or relevant diving standards) to properly perform the duties of the classification to which they have been appointed.

In recognition of the employees being required to obtain and maintain the required qualifications at their own expense, the Total Day Rates prescribed in this Agreement contain a component for this purpose.

## **b) Rates Paid During Project Specific Related Training**

Employees undertaking project specific related training prior to mobilisation shall be paid the Base Rate specified in either Appendix 1 or 2 (whichever applies).

Any training undertaken once an employee has passed the Designated Point of Assembly will be paid at the Total Day Rate.

## **c) Inductions**

Project specific inductions will be paid as follows:

Half day induction (less than 4 hours duration) – half of the Base Rate specified in either Appendix 1 or 2 (whichever applies).

Full day induction (greater than 4 hours duration) – the Base Rate specified in either Appendix 1 or 2 (whichever applies).

For the avoidance of doubt, if the induction is scheduled for immediately before the mobilisation for a project and the employee has reached the “Point of Assembly “ then the Total Day Rate will apply.

## **12. SUPERANNUATION**

a) 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.

b) Ordinary time earnings for the purpose of this provision means:

i) applicable rate of pay set out in clause 9; and

ii) if applicable, the Saturation Diving Allowances set out in subclause 10 a) of this agreement, though in the case of the divers saturation allowance, superannuation 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

iii) if applicable, the depth or ADS operations allowances set out in subclauses 10 b), 10 c) and 10 d) of this agreement.

iv) 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 - subclause 17e), or any payment which is not calculated by reference to normal rostered ordinary hours.

### 13. INSURANCE

The employer shall provide the following insurance cover in lieu of the insurance reimbursement allowance referred to in clause 16.11 of the Award,

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.

1a) The employer shall provide accident insurance with a sum insured of \$250,000 against the following events occurring during the period of the employee's employment.

		% of Sum Insured Paid
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 the 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	30
	(i) all of each foot	
	(ii) great-both phalanges	10
	(iii) great-both phalanx	5
	(iv) other than great, each toe	4
16.	Total and permanent deafness of one ear	12.5

Such insurance shall not cover diving illness, bone necrosis, decompression sickness and the like.

#### **14. CYCLE TIMES**

a) The standard roster pattern shall be an even time roster of up to 28 on 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.

There will be no set limit on "seal to seal" times on the basis that decompression and bend watch are completed within the 28 days duty.

It is acknowledged that the operational requirements of the job may require cycle times to be extended by agreement between the Employer and the employee/s and/or their nominated representative.

b) Where an Employer requires overcycle work to be performed such overcycle work shall be paid at the rate of double the Casual Base Rate plus allowances (ie Total Day Rate plus the Casual Base Rate).

Overcycle rates shall apply from the 29<sup>th</sup> day of the duty/ work cycle.

## **15. DESIGNATED POINT OF ASSEMBLY**

a) The Designated Point of Assembly for diving personnel shall be the capital city or regional airport with scheduled commercial flights nearest to the employee's usual Australian place of residence.

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.

An employee utilising an alternative Point of Assembly will be entitled to reimbursement of their costs up to a maximum amount equivalent to what the employee would have been entitled to be paid as though the employee had travelled from and returned to the Designated Point of Assembly. An employee utilising an alternate Point of Assembly will be responsible for any additional costs.

### **b) Travel Time**

Employees will be paid their Total Day Rate from the time they have passed the "Point of Assembly" to the time that they return to the "Point of Assembly". "Point of Assembly" means the regional or capital city airport closest to the employee's usual Australian residence with scheduled commercial flights.

In addition, all reasonable economy airfares and accommodation expenses will be met by the Employer.

Travel days do not form part of the employee's 28 day duty work cycle.

## **16. DUTY PERIODS**

### **a) Casual Employees**

Casual employees shall be paid the appropriate Total Day Rate from the day they report and travel from the Designated Point of Assembly to the time they return to the Designated Point of Assembly.

## b) Delays in Travel

Employees who experience delays in travel after having passed the Designated Point of Assembly shall be paid for each days delay at the Base Rate of pay for their classifications (refer relevant Appendix to this Agreement). Under these circumstances the employee shall be provided with all reasonable meals and accommodation to industry standard.

## 17. HOURS OF WORK

a) 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.

b) Meal breaks shall be staggered to allow, where possible, work to continue uninterrupted.

c) 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.

d) 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 twelve (12) hours. Starting and finishing times shall be in accordance with a nominated regularly recurrent rostered schedule.

e) Excursions from the saturation complex will not normally exceed a total of eight hours from seal to seal of the diving bell and shall be followed by a twelve 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 eight hours in any twelve hour period.

It is also acknowledged that excursions may exceed eight hours in any emergency or to complete a particular task with the employee's agreement.

f) Where more than one hour after the rostered finishing time is required to be worked (inclusive of air diving decompression time), an employee shall receive one twelfth 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.

g) Overtime payment shall be calculated on the basis of the Total Day Rate divided by 12.

h) Where call out work is performed by Systems Maintenance Technicians they shall be paid an hourly rate calculated on the basis of the Total Day Rate divided by 12 for such work performed. A minimum payment of 2 hours will be made where the actual time spent working is less than two hours.

## **18. PROTECTIVE CLOTHING AND EQUIPMENT**

a) 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.

The equipment and coveralls shall be replaced by the Employer on a fair wear and tear basis.

b) 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.

c) Within the 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 Tassie Bluey jacket or equivalent. Employees are expected to present for work with appropriate and serviceable safety boots and clothing.

For divers the Total Day Rate calculation includes a wetsuit allowance and accordingly, such employees will be required to present for work with a serviceable wetsuit.

d) Failure to wear the appropriate safety apparel will render the employee liable to disciplinary action.

e) In lieu of the traditional tool kit provided on construction projects, an amount has been included in the Total Day Rate in Clause 9 of this Agreement for employees to supply their own tool kits.

## **19. ACCIDENT MAKE UP PAY**

a) Application of Accident Make Up Pay

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, by the 15 day of the next month in arrears.

"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 Base Rate specified in the relevant Appendix to this Agreement, as if the employee was paid pursuant to the provisions of that Appendix.

#### b) 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.

#### c) 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 fifty two (52) weeks from the date of injury, whichever event shall first occur.

#### d) Completion of Project

Should a project be completed prior to the expiration of the fifty two (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.

#### e) Payments after Completion of Project

Accident make-up payments made beyond that date shall comprise the appropriate Base Rate as prescribed by appendix 1 or 2 of this Agreement.

#### f) 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.

#### g) 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.

### **20. DISPUTE/GRIEVANCE RESOLUTION PROCEDURE.**

In the event of any grievance or dispute arising between an employee and the Employer, normal safe work shall continue. The grievance or dispute shall be dealt with in the following manner:

- a) In the first instance an employee should raise any matter of concern with their supervisor.
- b) If not mutually resolved, then the employee may request further discussion with their supervisor and the employee may be accompanied by another person, including a union delegate.
- c) If still not resolved, the employee/s, or their nominated representative, may refer the matter to the Employer's senior management for further discussions. The employee may elect to refer the matter to a full time Union official if the matter remains outstanding.
- d) In the event that the preceding steps have failed to resolve the dispute, either party to this Agreement may refer the dispute to the Australian Industrial Relations Commission (AIRC) for conciliation and/or arbitration pursuant to section 709 of the Act.

It is the intention of the parties that in fulfilment of this clause, the AIRC shall exercise the functions and powers normally associated with private arbitration. Accordingly, the parties expressly confer upon the AIRC, the full range of conciliation and arbitration powers necessary to resolve the matter or matters in dispute.

For the avoidance of doubt, the parties consent to the AIRC exercising any powers or functions reasonably incidental to the conciliation and/or arbitration of the dispute.

The parties agree that any decision or determination of the AIRC under this clause shall be binding and final by virtue of this clause.

Both parties will meet their own legal costs and the company will pay any cost charged by the AIRC for its services performed in conciliation or arbitration.

## **21. DEFINITIONS**

- a) **Air Diving Superintendent** means an employee 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.

- b) **Air Diving Supervisor** means a diver experienced in diving and diving techniques 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.
- c) **Assistant Life Support Technician** means a person who is training to be a Life Support Technician
- d) **Atmospheric Diving Systems (ADS)** will mean 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.
- e) **Day:**
  - Casual employees who work a full rostered on-duty period, shall mean midnight to midnight.
  - 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 Assembly Point.
- f) **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.
- g) **Designated Point of Embarkation** means the point from which transport to the offshore location is provided.
- h) **Diver** means an employee trained and experienced in diving techniques, in underwater breathing, in the use of equipment used in diving operations, in the administration of first-aid, and the routine maintenance of diving systems.
- i) **Diver Medical Technician** means a person who holds a valid qualification as a Diver Medical Technician.
- j) **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.
- k) **Hyperbaric Welding** means welding performed by an employee who is enclosed within a hyperbaric chamber.
- l) **Life Support Supervisor** means a qualified Life Support Technician who is appointed by the Employer in writing as a Life Support Supervisor.

- m) **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.
- n) **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.
- o) **Saturation Diving Superintendent** means an employee 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.
- p) **Saturation Diving Supervisor** means a diver experienced in diving and diving techniques 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 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.
- q) **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.
- r) **Senior Operator (OMB Operations)** means an employee appointed as such to operate an observation manipulator bell such as "OMB", "ARMS" or "MOB".
- s) **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.
- t) **Trainee Supervisor** means a person who has successfully completed an ADAS/IMCA trainee supervisors course and is appointed in writing by the Employer.

u) **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 will be:

- CSWIP3.1u
- CSWIP3.2u

**22. SIGNATURES**

Signed for and on behalf of  
(insert employers name)

Witnessed by

Date

Signed for and on behalf of  
Maritime Union of Australia

Witnessed by

Date

APPENDICES

APPENDIX 1

Day Rates – Work Performed other than from Rigs and Platforms

**Effective 1 January 2007**

	Assistant Life Support Technician		Air Diver	Sat Diver	Trainee Supervisor	Life Support Technician	Systems Maintenance Technician	Life Support Supervisor	Hyperbaric Welder	Air Diving Supervisor	Sat Diving Supervisor	Air Superintende
<b>Relativity</b>	85% #	100% ^	100%	100%	110%	110%	120%	125%	137%	140%	150%	155%
<b>Base Rate</b>	536.17	630.79	630.79	630.79	693.87	693.87	756.95	788.49	864.18	883.11	946.19	977.72
<b>Casual loading 25%</b>	134.04	157.70	157.70	157.70	173.47	173.47	189.24	197.12	216.05	220.78	236.55	244.43
<b>Casual Base Rate</b>	670.21	788.49	788.49	788.49	867.34	867.34	946.19	985.61	1080.23	1103.88	1182.73	1222.16
<b>LAHA</b>	77.30	77.30	77.30	77.30	77.30	77.30	77.30	77.30	77.30	77.30	77.30	77.30
<b>Sub Total</b>	747.51	865.79	865.79	865.79	944.64	944.64	1023.49	1062.91	1157.53	1181.18	1260.03	1299.46
<b>Redundancy</b>	75.40	75.40	75.40	75.40	75.40	75.40	75.40	75.40	75.40	75.40	75.40	75.40
<b>Total</b>	822.91	941.19	941.19	941.19	1020.04	1020.04	1098.89	1138.31	1232.93	1256.58	1335.43	1374.86
<b>Termination Pay</b>	123.44	141.18	141.18	141.18	153.01	153.01	164.83	170.75	184.94	188.49	200.31	206.23
<b>Sub Total</b>	946.35	1082.37	1082.37	1082.37	1173.04	1173.04	1263.72	1309.06	1417.87	1445.07	1535.75	1581.08
<b>Allowances</b>	54.34	54.34	54.34	89.34	54.34	54.34	54.34	54.34	54.34	54.34	89.34	54.34
<b>Total Day Rate</b>	1000.69	1136.71	1136.71	1171.71	1227.38	1227.38	1318.06	1363.40	1472.21	1499.41	1625.09	1635.42

Note:

# 85% rate for an ALST applies where the employee is not a qualified diver.

^ 100% rate for an ALST applies where the employee is a qualified diver.

Day Rates – Work Performed other than from Rigs and Platforms

**Effective 1 July 2007**

	Assistant Life Support Technician		Air Diver	Sat Diver	Trainee Supervisor	Life Support Technician	Systems Maintenance Technician	Life Support Supervisor	Hyperbaric Welder	Air Diving Supervisor	Sat Diving Supervisor	Air Superintende
<b>Relativity</b>	85% #	100% ^	100%	100%	110%	110%	120%	125%	137%	140%	150%	155%
<b>Base Rate</b>	562.98	662.33	662.33	662.33	728.56	728.56	794.80	827.91	907.39	927.27	993.50	1026.61
<b>Casual loading 25%</b>	140.74	165.59	165.59	165.59	182.14	182.14	198.70	206.98	226.85	231.82	248.38	256.65
<b>Casual Base Rate</b>	703.72	827.91	827.91	827.91	910.71	910.71	993.50	1034.89	1134.24	1159.07	1241.87	1283.27
<b>LAHA</b>	81.17	81.17	81.17	81.17	81.17	81.17	81.17	81.17	81.17	81.17	81.17	81.17
<b>Sub Total</b>	784.89	909.08	909.08	909.08	991.87	991.87	1074.66	1116.06	1215.41	1240.24	1323.03	1364.43
<b>Redundancy</b>	79.17	79.17	79.17	79.17	79.17	79.17	79.17	79.17	79.17	79.17	79.17	79.17
<b>Total</b>	864.06	988.25	988.25	988.25	1071.04	1071.04	1153.83	1195.23	1294.58	1319.41	1402.20	1443.60
<b>Termination Pay</b>	129.61	148.24	148.24	148.24	160.66	160.66	173.07	179.29	194.19	197.91	210.33	216.54
<b>Sub Total</b>	993.67	1136.49	1136.49	1136.49	1231.69	1231.69	1326.91	1374.51	1488.76	1517.32	1612.54	1660.13
<b>Allowances</b>	57.06	57.06	57.06	93.81	57.06	57.06	57.06	57.06	57.06	57.06	93.81	57.06
<b>Total Day Rate</b>	1050.72	1193.55	1193.55	1230.30	1288.75	1288.75	1383.96	1431.57	1545.82	1574.38	1706.34	1717.19

Note:

# 85% rate for an ALST applies where the employee is not a qualified diver.

^ 100% rate for an ALST applies where the employee is a qualified diver.

Day Rates – Work Performed other than from Rigs and Platforms

Effective 1 July 2008

	Assistant Life Support Technician		Air Diver	Sat Diver	Trainee Supervisor	Life Support Technician	Systems Maintenance Technician	Life Support Supervisor	Hyperbaric Welder	Air Diving Supervisor	Sat Diving Supervisor	Air Superintende
<b>Relativity</b>	85% #	100% ^	100%	100%	110%	110%	120%	125%	137%	140%	150%	155%
<b>Base Rate</b>	591.13	695.45	695.45	695.45	764.99	764.99	834.54	869.31	952.76	973.63	1043.17	1077.94
<b>Casual loading 25%</b>	147.78	173.86	173.86	173.86	191.25	191.25	208.64	217.32	238.20	243.41	260.80	269.48
<b>Casual Base Rate</b>	738.91	869.31	869.31	869.31	956.24	956.24	1043.17	1086.64	1190.95	1217.03	1303.96	1347.43
<b>LAHA</b>	85.22	85.22	85.22	85.22	85.22	85.22	85.22	85.22	85.22	85.22	85.22	85.22
<b>Sub Total</b>	824.13	954.53	954.53	954.53	1041.47	1041.47	1128.40	1171.86	1276.18	1302.25	1389.18	1432.65
<b>Redundancy</b>	83.13	83.13	83.13	83.13	83.13	83.13	83.13	83.13	83.13	83.13	83.13	83.13
<b>Total</b>	907.26	1037.66	1037.66	1037.66	1124.59	1124.59	1211.53	1254.99	1359.31	1385.38	1472.31	1515.78
<b>Termination Pay</b>	136.09	155.65	155.65	155.65	168.69	168.69	181.73	188.25	203.90	207.81	220.84	227.37
<b>Sub Total</b>	1043.35	1193.31	1193.31	1193.31	1293.28	1293.28	1393.25	1443.24	1563.20	1593.19	1693.16	1743.14
<b>Allowances</b>	59.91	59.91	59.91	98.50	59.91	59.91	59.91	59.91	59.91	59.91	98.50	59.91
<b>Total Day Rate</b>	1103.26	1253.22	1253.22	1291.81	1353.19	1353.19	1453.16	1503.15	1623.11	1653.10	1791.66	1803.05

Note:

# 85% rate for an ALST applies where the employee is not a qualified diver.

^ 100% rate for an ALST applies where the employee is a qualified diver.

Day Rates – Work Performed other than from Rigs and Platforms

Effective 1 July 2009

	Assistant Life Support Technician		Air Diver	Sat Diver	Trainee Supervisor	Life Support Technician	Systems Maintenance Technician	Life Support Supervisor	Hyperbaric Welder	Air Diving Supervisor	Sat Diving Supervisor	Air Superintende
<b>Relativity</b>	85% #	100% ^	100%	100%	110%	110%	120%	125%	137%	140%	150%	155%
<b>Base Rate</b>	605.91	712.83	712.83	712.83	784.12	784.12	855.40	891.04	976.58	997.97	1069.25	1104.88
<b>Casual loading 25%</b>	151.47	178.21	178.21	178.21	196.03	196.03	213.85	222.76	244.15	249.50	267.32	276.22
<b>Casual Base Rate</b>	757.38	891.04	891.04	891.04	980.15	980.15	1069.25	1113.80	1220.73	1247.45	1336.56	1381.12
<b>LAHA</b>	87.35	87.35	87.35	87.35	87.35	87.35	87.35	87.35	87.35	87.35	87.35	87.35
<b>Sub Total</b>	844.73	978.40	978.40	978.40	1067.50	1067.50	1156.61	1201.15	1308.08	1334.81	1423.91	1468.47
<b>Redundancy</b>	85.21	85.21	85.21	85.21	85.21	85.21	85.21	85.21	85.21	85.21	85.21	85.21
<b>Total</b>	929.94	1063.60	1063.60	1063.60	1152.71	1152.71	1241.81	1286.36	1393.29	1420.01	1509.12	1553.68
<b>Termination Pay</b>	139.49	159.54	159.54	159.54	172.91	172.91	186.27	192.96	208.99	213.01	226.36	233.05
<b>Sub Total</b>	1069.43	1223.15	1223.15	1223.15	1325.61	1325.61	1428.08	1479.32	1602.28	1633.02	1735.49	1786.72
<b>Allowances</b>	61.41	61.41	61.41	100.96	61.41	61.41	61.41	61.41	61.41	61.41	100.96	61.41
<b>Total Day Rate</b>	1130.84	1284.55	1284.55	1324.11	1387.02	1387.02	1489.49	1540.73	1663.69	1694.43	1836.45	1848.13

Note:

# 85% rate for an ALST applies where the employee is not a qualified diver.

^ 100% rate for an ALST applies where the employee is a qualified diver.

APPENDIX 2

Day Rates – Work Performed from Rigs and Platforms

Effective 1 January 2007

	Assistant Life Support Technician		Air Diver	Sat Diver	Trainee Supervisor	Life Support Technician	Systems Maintenance Technician	Life Support Supervisor	Hyperbaric Welder	Air Diving Supervisor	Sat Diving Supervisor	Air Superintende
<b>Relativity</b>	85% #	100% ^	100%	100%	110%	110%	120%	125%	137%	140%	150%	155%
<b>Base Rate</b>	518.50	610.00	610.00	610.00	671.00	671.00	732.00	762.50	835.70	854.00	915.00	945.50
<b>Casual loading 25%</b>	129.63	152.50	152.50	152.50	167.75	167.75	183.00	190.63	208.93	213.50	228.75	236.38
<b>Casual Base Rate</b>	648.13	762.50	762.50	762.50	838.75	838.75	915.00	953.13	1044.63	1067.50	1143.75	1181.88
<b>LAHA</b>	77.30	77.30	77.30	77.30	77.30	77.30	77.30	77.30	77.30	77.30	77.30	77.30
<b>Sub Total</b>	725.43	839.80	839.80	839.80	916.05	916.05	992.30	1030.43	1121.93	1144.80	1221.05	1259.18
<b>Total</b>	725.43	839.80	839.80	839.80	916.05	916.05	992.30	1030.43	1121.93	1144.80	1221.05	1259.18
<b>Termination Pay</b>	108.81	125.97	125.97	125.97	137.41	137.41	148.85	154.56	168.29	171.72	183.16	188.88
<b>Sub Total</b>	834.24	965.77	965.77	965.77	1053.46	1053.46	1141.15	1184.99	1290.21	1316.52	1404.21	1448.05
<b>Allowances</b>	54.34	54.34	54.34	89.34	54.34	54.34	54.34	54.34	54.34	54.34	89.34	54.34
<b>Total Day Rate</b>	888.58	1020.11	1020.11	1055.11	1107.80	1107.80	1195.49	1239.33	1344.55	1370.86	1493.55	1502.39

Note:

# 85% rate for an ALST applies where the employee is not a qualified diver.

^ 100% rate for an ALST applies where the employee is a qualified diver.

Day Rates – Work Performed from Rigs and Platforms

Effective 1 July 2007

	Assistant Life Support Technician		Air Diver	Sat Diver	Trainee Supervisor	Life Support Technician	Systems Maintenance Technician	Life Support Supervisor	Hyperbaric Welder	Air Diving Supervisor	Sat Diving Supervisor	Air Superintende
<b>Relativity</b>	85% #	100% ^	100%	100%	110%	110%	120%	125%	137%	140%	150%	155%
<b>Base Rate</b>	544.43	640.50	640.50	640.50	704.55	704.55	768.60	800.63	877.49	896.70	960.75	992.78
<b>Casual loading 25%</b>	136.11	160.13	160.13	160.13	176.14	176.14	192.15	200.16	219.38	224.18	240.19	248.20
<b>Casual Base Rate</b>	680.54	800.63	800.63	800.63	880.69	880.69	960.75	1000.79	1096.86	1120.88	1200.94	1240.97
<b>LAHA</b>	81.17	81.17	81.17	81.17	81.17	81.17	81.17	81.17	81.17	81.17	81.17	81.17
<b>Sub Total</b>	761.70	881.79	881.79	881.79	961.85	961.85	1041.92	1081.95	1178.03	1202.04	1282.10	1322.14
<b>Total</b>	761.70	881.79	881.79	881.79	961.85	961.85	1041.92	1081.95	1178.03	1202.04	1282.10	1322.14
<b>Termination Pay</b>	114.25	132.27	132.27	132.27	144.28	144.28	156.29	162.29	176.70	180.31	192.32	198.32
<b>Sub Total</b>	875.95	1014.06	1014.06	1014.06	1106.13	1106.13	1198.21	1244.24	1354.72	1382.35	1474.42	1520.45
<b>Allowances</b>	57.06	57.06	57.06	93.81	57.06	57.06	57.06	57.06	57.06	57.06	93.81	57.06
<b>Total Day Rate</b>	933.01	1071.12	1071.12	1107.87	1163.19	1163.19	1255.26	1301.30	1411.78	1439.40	1568.23	1577.51

Note:

# 85% rate for an ALST applies where the employee is not a qualified diver.

^ 100% rate for an ALST applies where the employee is a qualified diver.

Day Rates – Work Performed from Rigs and Platforms

Effective 1 July 2008

	Assistant Life Support Technician		Air Diver	Sat Diver	Trainee Supervisor	Life Support Technician	Systems Maintenance Technician	Life Support Supervisor	Hyperbaric Welder	Air Diving Supervisor	Sat Diving Supervisor	Air Superintende
<b>Relativity</b>	85% #	100% ^	100%	100%	110%	110%	120%	125%	137%	140%	150%	155%
<b>Base Rate</b>	571.65	672.53	672.53	672.53	739.78	739.78	807.03	840.66	921.36	941.54	1008.79	1042.41
<b>Casual loading 25%</b>	142.92	168.13	168.13	168.13	184.94	184.94	201.76	210.17	230.35	235.38	252.20	260.61
<b>Casual Base Rate</b>	714.56	840.66	840.66	840.66	924.72	924.72	1008.79	1050.83	1151.70	1176.92	1260.98	1303.02
<b>LAHA</b>	85.22	85.22	85.22	85.22	85.22	85.22	85.22	85.22	85.22	85.22	85.22	85.22
<b>Sub Total</b>	799.79	925.88	925.88	925.88	1009.95	1009.95	1094.01	1136.05	1236.93	1262.14	1346.21	1388.25
<b>Total</b>	799.79	925.88	925.88	925.88	1009.95	1009.95	1094.01	1136.05	1236.93	1262.14	1346.21	1388.25
<b>Termination Pay</b>	119.96	138.88	138.88	138.88	151.49	151.49	164.11	170.40	185.54	189.32	201.93	208.24
<b>Sub Total</b>	919.75	1064.76	1064.76	1064.76	1161.44	1161.44	1258.12	1306.45	1422.46	1451.46	1548.14	1596.48
<b>Allowances</b>	59.91	59.91	59.91	98.50	59.91	59.91	59.91	59.91	59.91	59.91	98.50	59.91
<b>Total Day Rate</b>	979.66	1124.67	1124.67	1163.26	1221.35	1221.35	1318.03	1366.36	1482.37	1511.37	1646.64	1656.38

Note:

# 85% rate for an ALST applies where the employee is not a qualified diver.

^ 100% rate for an ALST applies where the employee is a qualified diver.

Day Rates – Work Performed from Rigs and Platforms

Effective 1 July 2009

	Assistant Life Support Technician		Air Diver	Sat Diver	Trainee Supervisor	Life Support Technician	Systems Maintenance Technician	Life Support Supervisor	Hyperbaric Welder	Air Diving Supervisor	Sat Diving Supervisor	Air Superintende
<b>Relativity</b>	85% #	100% ^	100%	100%	110%	110%	120%	125%	137%	140%	150%	155%
<b>Base Rate</b>	585.94	689.34	689.34	689.34	758.27	758.27	827.21	861.67	944.39	965.07	1034.01	1068.47
<b>Casual loading 25%</b>	146.49	172.33	172.33	172.33	189.57	189.57	206.80	215.42	236.10	241.27	258.50	267.12
<b>Casual Base Rate</b>	732.43	861.67	861.67	861.67	947.84	947.84	1034.01	1077.10	1180.50	1206.34	1292.51	1335.60
<b>LAHA</b>	87.35	87.35	87.35	87.35	87.35	87.35	87.35	87.35	87.35	87.35	87.35	87.35
<b>Sub Total</b>	819.78	949.03	949.03	949.03	1035.19	1035.19	1121.36	1164.45	1267.85	1293.70	1379.86	1422.95
<b>Total</b>	819.78	949.03	949.03	949.03	1035.19	1035.19	1121.36	1164.45	1267.85	1293.70	1379.86	1422.95
<b>Termination Pay</b>	122.96	142.35	142.35	142.35	155.28	155.28	168.21	174.66	190.18	194.05	206.98	213.45
<b>Sub Total</b>	942.74	1091.38	1091.38	1091.38	1190.48	1190.48	1289.57	1339.11	1458.02	1487.75	1586.85	1636.39
<b>Allowances</b>	61.41	61.41	61.41	100.96	61.41	61.41	61.41	61.41	61.41	61.41	100.96	61.41
<b>Total Day Rate</b>	1004.15	1152.79	1152.79	1192.34	1251.88	1251.88	1350.98	1400.52	1519.43	1549.16	1687.80	1697.79

Note:

# 85% rate for an ALST applies where the employee is not a qualified diver.

^ 100% rate for an ALST applies where the employee is a qualified diver.