

# **Offshore Diving Industry Agreement**

**To apply from 1 November 2009 to 31 October 2012**

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# Offshore Diving Industry Agreement

## 1 Scope

- 1.1 This Agreement establishes the minimum Day Rates payable and Terms and Conditions, for the categories of Personnel defined in Clause 15 below who are employed in diving operations in the United Kingdom Sector of the North West European Continental Shelf, whether outside the territorial waters of the UK (normally 12 miles or 19.25 kilometres from shore), or inside territorial waters where offshore diving, normally in support of the oil and gas industry, is being carried out. Specifically included are non oil and gas DP and bell diving operations. Specifically excluded are diving operations being conducted in support of civil, inland, inshore or harbour works or in any case where operations are not conducted from an offshore structure, vessel or floating structure normally associated with offshore oil and gas industry activities.
- 1.2 The Employers and the Union agree to jointly monitor these rates of pay and terms and conditions. The National Union of Rail, Maritime & Transport Workers agrees to act in the best interest of its members and the undersigned Employers in enforcing the terms of this Agreement throughout the industry.
- 1.3 The Agreement also contains a joint statement of commitment to Health and Safety, and the legal protections afforded to employees and workers in respect of raising health and safety concerns, set out in Appendix 3.
- 1.4 The term 'Employee' is often used within this Agreement to refer to an individual engaged to work on behalf of a Signatory company in one of the positions in Clause 15. Similarly, the term 'Employer' is often used to refer to a Signatory company. The Signatory companies have different contractual arrangements with their diving personnel and these terms are not intended to indicate any particular form of contractual relationship.

## 2 Parties

This national Agreement shall be binding upon the National Union of Rail, Maritime & Transport Workers (the recognised Union acting on behalf of diving industry personnel employed in the United Kingdom Sector of the North West European Continental Shelf and hereinafter called the Union), and all the Employers signatory to or represented by duly nominated representative(s) who are signatory to this Agreement (hereinafter called the Employers).

Further the Union undertakes to enforce the provisions of this Agreement upon all Employers of divers operating in the area defined in sub-clause 1.1 above whether or not such Employers are signatory to this Agreement.

### **3 Duration, revisions, and continuing industrial relations**

- 3.1 This Agreement shall come into effect on 1 November 2009 and shall constitute the entire Agreement between the Parties and shall be valid until 31 October 2012.
- 3.2 Revisions and termination - No variation or amendment to this Agreement shall be sought or entertained by the Parties during the operation of this Agreement, otherwise than in accordance with the following:
- a) No less than 12 (twelve) months' notice shall be given in writing by any of the Parties if termination is required or 3 (three) months for revision. These notice periods may be waived by mutual agreement of the Parties.
  - b) Where revisions to the Agreement are proposed, the Parties aim to ensure that these shall be agreed at least 12 (twelve) months prior to their implementation.
  - c) The Day Rates and Saturation payment valid from 01.11.09 as set out in Appendix 1 will increase by a further 1.5% or RPI + 1.5% (whichever is greater) on 1 November 2010 and a further 1.5% or RPI + 1.5% (whichever is greater) on 1 November 2011. The RPI figure used will be the September figure as published in the October, as set out in [www.statistics.gov.uk](http://www.statistics.gov.uk). The revised amounts shall be rounded-up to the nearest penny.
- 3.3 Notwithstanding the provisions of Clause 3.2 above the minimum rates of pay and terms and conditions contained in the Agreement shall remain in effect until 31 October 2012.
- a) The Parties aim to ensure that any modifications to rates of pay and terms and conditions intended to take effect beyond 31 October 2012 shall be agreed between the Parties by 1 November 2011, and that negotiations to this end shall commence 15 (fifteen) months prior to 1 November 2012.
  - c) The Union agrees that no departure from normal working or stoppage of work in support of any claim falling within the scope of sub-clauses 3.2 b) or 3.3 a) shall occur during the life of this Agreement.
- 3.4 The Parties agree to continue mutual consultation, as necessary, during the life of this Agreement, except that it is agreed that discussions or negotiations in support of any non-statutory economic claim shall occur only in accordance with provisions of Clause 3.3 above.
- a) The Parties agree to invite ACAS to assist with, and agree to participate in, conciliation or mediation in circumstances where resolution of differences has failed to reach agreement, before any unilateral action is taken by either side.
  - b) Formal recognition and procedural arrangements for negotiating the Agreement are contained in Appendix 2.

## **4 Disciplinary and Grievance Procedure**

- 4.1 This Agreement does not prescribe provisions for dealing with disciplinary or grievance matters between Signatory companies and individual personnel, or for the resolution of differences or disputes concerning this Agreement or its interpretation. The provisions applying within each Signatory company shall be used in these circumstances.
- 4.2 No departure from normal working or stoppage of work shall occur unless the relevant provisions have been exhausted.

## **5 Standard Minimum Rates of Pay (Day Rates)**

- 5.1 The standard minimum rates of pay (Day Rates) which shall apply during the life of this Agreement are referred to in sub-clause 3.2(c) and set out in Appendix 1. These shall be in respect of whole or part days worked offshore.

These Rates are 'all-inclusive' insofar as they include all elements of contractual monetary payments made by the Employer in return for work done, (other than saturation pay; travel and subsistence allowance; medical and offshore survival training allowance; safety boot allowance; compensatory payment for 'specialist skills' waiting periods'; and divers special training allowance which are detailed within this Agreement).

- 5.2 The Rates and Saturation payment are agreed to include expressly an amount in respect of entitlement to contractual and statutory annual leave – often called 'rolled-up holiday pay' – in lieu of workers receiving additional payments when they actually take holidays. It is the intention of the Parties that this 'Holiday Element' arrangement – which includes a calculation in respect of time spent undertaking mandatory work-related training sessions and medicals - discharges the Employers' obligations in respect of annual leave under the Working Time (Amendment) Regulations 2007 in full.

In the event that changes to current working time practices are required by law, the Parties reserve the right to renegotiate the terms of this Clause of the Agreement.

- 5.3 During the life of this Agreement the minimum saturation payment will be paid at the hourly rate shown in Appendix 1, seal to seal, for saturation and bell bounce diving operations.
- 5.4 All Day Rates and Saturation payment for categories of personnel under Clause 15 shall be raised by the formula in Clause 3.2(c) and the differential in Day Rates between disciplines shall remain the same.

## **6 Allowances and Ancillary Payments**

The allowances and rates which shall apply during the life of this Agreement are set out in Appendix 1.

(a) Travel, Subsistence, Safety Boots, and Dental Certificates - an Allowance for each day or part day spent working offshore will be paid by the Employer for

- (i) the cost of all travel from home to the point of mobilisation and return and associated subsistence costs. (The point of mobilisation and return shall be the designated port or airport on the mainland of the UK). In the event, however, that actual travel and associated subsistence costs are reimbursed by the Employer then the Allowance will not be paid, so long as the total reimbursement is not less than the Allowance amount times the number of days or part days spent working offshore. With effect from 1 November 2006, where a tour of duty is such that the actual cost of travel and subsistence is not fully covered by the daily travel and subsistence allowance, approved travel and subsistence costs will be reimbursed by the Employer against documented expenditure.
- (ii) Employees are required to provide their own Safety Boots for which the Employer will compensate the employee an allowance for which is included in the above figure.
- (iii) the cost to the employee of obtaining dental certificates.

b) Medical and Offshore Training Certification

An Allowance for each day or part day spent working offshore will be paid by the Employer to the employee in compensation for the employee's requirement, at his/her own expense, to obtain certificates covering

- Medical assessment of fitness for the relevant type of offshore work, and
- Basic Offshore Survival Induction Emergency Training (or refresher)

The Allowance reflects all costs, including third party costs of course fees and medicals, travel, accommodation and meals.

For the duration of this Agreement, the Allowance also includes an element (of 42p at 1 November 2009) to cover all third party costs of obtaining certification in the Minimum Industry Safety Training standards (MIST), including Vantage registration costs, whether the 'full' certificate or the 'refresher'. An employee is only required to obtain this certification in the event that an ODIA signatory or an ODIA company advises him/her in writing of this requirement. The MIST element will be paid for the entire duration of this Agreement regardless of whether an employee is advised of the requirement to obtain the certification, or not. However, its application beyond the duration of this Agreement will be reviewed in accordance with Clause 3.3(a).

c) Divers' Additional Training Allowance

An allowance will be paid to divers, and diving supervisors and superintendents, in respect of the costs of all training. This allowance was based upon the costs of obtaining CSWIP 3.1U and 3.2U Inspection Qualifications but was payable to personnel even if they did not have such qualifications or whether they had other qualifications as the allowance was intended to encourage divers to undertake training courses.

The allowance was uplifted to take account of the first aid training and refresher training which all divers were required to undertake under the Diving at Work Regulations.

These rates will be paid to divers, diving Supervisors and Superintendents for the type of diving on which they are employed (i.e. the particular job, surface supplied or bell diving) and NOT in respect of the divers' qualifications which they hold.

d) Annual Uplift

The allowances in a) b) and c) above will be uplifted on 1 November of each year based upon the rate of RPI at September (as published in the October) of the year of uplift. The RPI index that shall be used throughout this Agreement to determine the percentage increase shall be that published by the National Statistics Online [www.statistics.gov.uk](http://www.statistics.gov.uk). The calculated increase will be rounded up to the nearest penny.

e) Compensation for delays during specialist skills' 'waiting periods'

The scheme, which outlines the circumstances in which payment may be made in compensation for a worker's agreement to remain available for an assignment, by virtue of the requirement for the worker's specialist skills, during a defined 'waiting period', is set out in Appendix 5.

f) Mobilisation

When an employee is required to mobilise to a worksite (i.e. a DSV, rig, barge, etc) that is moored inshore or alongside a harbour, he shall be paid at 100% of his normal rate of pay for that day. However, if he is required to mobilise between midnight and 8 a.m. at such a worksite, then he will also be paid at 100% of his normal rate of pay for the immediately preceding day.

For all further days of mobilisation alongside, the full Day Rate will apply, together with the allowances under 6(a), (b), and (c) as appropriate.

g) De-Mobilisation

When an Employee is demobilised from a worksite and arrives onshore after 4 p.m. he may reclaim agreed overnight accommodation expenses if incurred.

h) Offshore Crew Changes

The full Day Rate shall apply in all circumstances for offshore crew changes.

In the event that an offshore crew change is delayed due to inclement weather or any other factor preventing offshore transportation of the employee out with the Employer's control then the full Day Rate shall apply.

i) Public Holidays

With effect from 1 November 2009 all personnel covered by this Agreement will be paid an additional 100% of their relevant day rate, and of the relevant Saturation payment where applicable, if they work on January 1, January 2, Good Friday, Easter Monday, May Day, last Monday in August, December 25, December 26

For the avoidance of doubt these uplifts will apply

- on the stated days only and, if for any reason a public holiday falls on another day, then the additional payment will be made for work only on the stated day only, and
- to the relevant Day and Saturation Rates set out in Appendix 1, and will not apply to any other allowance or payment made under this Agreement.

## 7 Death and Occupational Injury Benefits

### 7.1 Insurance Policies

The Employer Signatories to this Agreement undertake to maintain insurance cover, via a single Insurance Broker, through two master insurance policies as follows:

- a) Life Insurance - provide a lump sum payment to the named dependent of employees covered by the Agreement in the event of death from any cause whilst working for an Employer Signatory to this Agreement. The lump sum is as set out in the table below, and payable on the basis of the conditions set out on Clause 7(2):

Year of application	1 Nov 2009 – 31 Oct 2010	1 Nov 2010 – 31 Oct 2011	1 Nov 2011 – 31 Oct 2012
Amount of lump sum	£80,000	£90,000	£100,000

- b) Permanent Total / Partial Disablement Benefits - provide payment to an employee against the scale shown below in respect of occupational injuries, on the basis of the conditions set out in Clause 7(2).

From 1 November 2009 -31 October 2010, 100% = £40,000

From 1 November 2010 -31 October 2011, 100% = £45,000

From 1 November 2011 -31 October 2012, 100% = £50,000

- |  |      |
|--|------|
| 1. Permanent total loss of sight of one or two eyes  | 100% |
| 2. Loss of one or two limbs                          | 100% |
| 3. Permanent Total Disablement from usual occupation | 100% |
| 4. Permanent total loss of hearing in both ears      | 40%  |
| 5. Permanent total loss of hearing in one ear        | 10%  |

Loss by amputation or permanent total loss of use of:  
(if insured person is left handed, benefits' % are reversed)

	Right	Left
6. One thumb	20%	17.5%
7. One index finger	15%	12.5%
8. Any other finger	10%	7.5%
9. Permanent total loss of use of shoulder or elbow	25%	20%
10. Permanent total loss of use of wrist	20%	15%

Loss by amputation or permanent total loss of use of:

11. One big toe	10%
12. Any other toe	3%
13. Permanent total loss of use of hip or knee or ankle	20%
14. Removal of lower jaw by surgical operation	30%
15. Shortening of at least 5 centimetres of lower limb	15%

- c) Temporary Total Disablement - Provide payment of 50% of the employee's standard minimum Day Rate as set out in this Agreement, for absence from work as a result of an occupational injury, emanating from diving related activities, whilst working for the Employer, for a maximum benefit period as set out in the table below.

Year of application	1 Nov 2009 – 31 Oct 2010	1 Nov 2010 – 31 Oct 2011	1 Nov 2011 – 31 Oct 2012
	49 days	56 days	63 days

The payment is made on the basis of the conditions set out in Clause 7(2), for any one disablement, but excluding any absence from work of three days or less.

## 7.2 Details of Cover

The details of conditions precedent, provisos, definitions, exclusions, claims and operative time of the insurance policies are set out in Appendix 4.

## 7.3 Copies of the insurance policies

Copies of the insurance policies which set down the detailed conditions, exclusions and benefits covered by this clause are held by each of the Employer

Signatories to this Agreement. IMCA and the Union shall hold a copy of a sample policy. Insurance certificates in the name of each Employer Signatory to this Agreement shall be held by the IMCA and the Union.

## **8 Length of Tour Offshore**

8.1 As a general principle the Employers agree to a maximum 28 (twenty-eight) day tour of duty offshore. The Union accepts that extensions to 28 (twenty-eight) day tour of duty may be necessary and should such situations arise the following main considerations will be taken into account to ensure the provision of the necessary operational flexibility:

- a) the duration of the job after 28 (twenty-eight) days
- b) the client's requirements and timescale regarding saturation work
- c) availability of crew change transport.

It is agreed that at all times prime consideration will be given to safety.

All personnel shall be in possession of the relevant certification and an in-date passport valid, as a minimum, for the anticipated duration of their tour of duty.

## **9 Manning Levels**

Manning levels should be established such that regular working beyond 12-hour shifts should be avoided. However, it is recognised that some flexibility is reasonable in order to meet unexpected operational and safety requirements.

## **10 Trade Union and Employer Representation**

This is set out in the Recognition and Procedural Agreement in Appendix 2.

## **11 Grading System**

11.1 The Employers and Union recognise industry-wide moves towards competency-based training and performance assessment, and understand that personnel covered by this Agreement will be expected to conform to the IMCA Competence Assurance & Assessment Scheme standards as implemented by each Employer Signatory.

11.2 Divers

With effect from 1 November 1988 the Employers and the Union have agreed that there will be two grades of diver for pay purposes i.e. 'Professional Diver' and 'Diver'. Before a diver can be advanced from the 'Diver' to the 'Professional Diver' grade he must be

- in possession of a Certificate approved by the HSE and IMCA for the type of diving work to be undertaken (surface supplied or bell), and

- since having held that certificate, assessed as competent for the type of diving work to be undertaken (air or Mixed Gas) according to IMCA competence and assurance scheme guidelines as implemented by each Employer Signatory

### 11.3 Balance of 'Professional Diver' and 'Diver'

The Employers and the Union have agreed to establish reasonable manning arrangements for worksites with a view to achieving balanced teams on offshore operations and to allow newly qualified divers to enter the industry and to gain experience. The proportions of each grade in a team could be as shown below:

Bell	Surface Supplied
80 per cent 'Professional Diver'	70 per cent 'Professional Diver'
20 per cent 'Diver'	30 per cent 'Diver'

The above proportions should be viewed as objectives, as contractual requirements or other considerations may determine the actual balance of a team.

### 11.4 Technicians

With effect from 1 November 1989 the Employers and the Union agreed that there will be two grades of Technician for pay purposes i.e. 'Senior Technician' and 'Technician' to replace the previous grades of 'Senior Diving System Technician' and 'Diving System Technician' respectively.

To qualify for the Senior Technician Grade, mechanical, electrical or hydraulic Technicians, he must be assessed as competent according to IMCA Competence Assurance and Assessment – Guidance Document and Competence Tables. Diving Division. (IMCA C003 Rev1) as implemented by each Employer Signatory.

## 12 Lobby of Industry

12.1 The Employers undertake to lobby the industry to agree provisions in contracts for diving services work with a view to introducing, within the life of this Agreement

- A form of Compensatory Payment for Embarkation Delays, and
- A form of Compensatory Payment for Unscheduled Extensions

12.2 Appendix 6 sets out the lobby plans, in terms of substance and methodology.

12.3 The Parties accept that the establishment of these new benefits, and their payment to Employees, are contingent on the Employers' ability to recoup the amounts from clients and customers.

## 13 Nature of Agreement

13.1 Both the Employers and the Union accept that this Agreement is binding upon them and agree to support, uphold and enforce, by all available means, the specific contents and spirit of this Agreement throughout the industry.

- 13.2 No supportive industrial action will be taken by the employees of the undersigned Employers for disputes which do not involve worksites of the undersigned Employers neither will industrial action be taken by employees of one of the undersigned Employers in support of disputes involving any of the other undersigned Employers.

## 14 Long Term Contracts

The parties agree that there will be no discussions or negotiations with respect to entering into long-term contracts between any personnel covered by this Agreement and the Employer Signatories, unless the value of the Day Rate contract (averaged over an agreed reference period which shall be no longer than 12 months) is no less favourable than the value of the long term contract in terms of equivalent compensation.

## 15 Categories of Personnel

The categories of personnel covered and bound by this Agreement are:

Diving Supervisor (surface supplied or bell)	Assistant Life Support Technician
Diving Superintendent (surface supplied or bell)	Senior Technician
'Professional Diver' (surface supplied or bell)	Rigging Foreman (or similar title)
'Diver' (surface supplied or bell)	Rigger
Life Support Supervisor	Trainee Rigger
Life Support Technician	Tender

The agreed qualifying criteria and definitions which constitute the eligibility requirements for each category of personnel shall be in accord with the grading and advancement scheme and the IMCA competence and assurance scheme guidelines as implemented by each Employer Signatory, established between the Union and the Employers which came into effect on 1 August 1984 and as amended by this Agreement. Regardless of eligibility for payment at a particular grade no person shall be paid at that level unless actually performing work at such a level.

Although the Union wishes to extend the scope of the Agreement, and the Employers wish to reduce its scope, the parties agree that

- (a) any changes in scope must be agreed, and
- (b) any extension in scope shall be limited to diving-definitive categories of personnel

## **16 Entire Agreement**

This Agreement is a general agreement designed to establish Standard Minimum Day Rates and Terms and Conditions for the Offshore Diving Industry in the United Kingdom Sector of the North West European Continental Shelf. This Agreement constitutes the entire agreement between the Employers and the Union and supersedes all previous agreements and side letters whether of a local company or national nature.

## Appendix 1

### Schedule of Rates

#### 1.1 Standard Minimum Rates of Pay (Day Rates) to be paid to the personnel listed in Clause 15 of this Agreement.

Designation	Basic Day Rate 09-10	Basic Holiday Element	Additional Holiday Element for Medicals and Training Time	Total Day Rate 09-10 (*Rounded up to nearest penny)
M G Superintendent	680.56	82.14	0.59	763.29
M G Supervisor	598.84	72.28	0.52	671.64
Air Superintendent	598.84	72.28	0.52	671.64
Air Supervisor	469.88	56.71	0.41	527.00
Professional Diver M/G	398.64	48.12	0.34	447.10
Professional Diver AIR	398.64	48.12	0.34	447.10
Diver M/G	249.51	30.12	0.22	279.85
Diver AIR	249.51	30.12	0.22	279.85
LSS	385.27	46.50	0.33	432.10
LST	344.51	41.58	0.30	386.39
ALST	225.52	27.22	0.19	252.93
Senior Technician	344.51	41.58	0.30	386.39
Technician	258.42	31.19	0.22	289.83
Foreman Rigger	295.81	35.70	0.26	331.77
Rigger	241.16	29.11	0.21	270.48
Trainee Rigger	168.81	20.37	0.15	189.33
Tender	200.43	24.19	0.17	224.79

The above day rates shall apply when the Employee is actually engaged to work in the designated role during diving operations.

The above day rates valid from 01.11.09 will increase by a further 1.5% or RPI + 1.5% (whichever is greater) on 1 November 2010 and a further 1.5% or RPI + 1.5% (whichever is greater) on 1 November 2011. The RPI figure used will be the September figure as published in October.

#### 1.2 Saturation Payment

Wef 1.11.09	*Rounded up			
Sat Payment p/h	26.21	3.16	0.02	29.40

The above saturation payment rates valid from 01.11.09 will increase by a further 1.5% or RPI + 1.5% (whichever is greater) on 1 November 2010 and a further 1.5% or RPI + 1.5% (whichever is greater) on 1 November 2011. The RPI figure used will be the September figure as published in October.

#### 1.3 Allowances and Ancillary Payments

The following allowances apply from 1 November 2009.

Clause No	Description	Day Rate wef 1.11.09 GBP
6 a)	Travel and subsistence	17.66
	Safety Boots and Dental Certificates	00.82
6 b)	Medical, MIST and offshore survival training certification	05.49
6 c)	Divers', Supervisors' and Superintendents' additional training allowance:	
	Surface supplied operations	10.99
	Bell diving operations	21.95

## **Formal recognition and procedural arrangements for the negotiation of this Agreement.**

### **2.1 General Principles**

The collective bargaining machinery and procedures established by this Agreement are founded upon the following principles:

- A well-motivated workforce requires high levels of trust and involvement with their employers. The Employers, the RMT and employees are agreed that their relationship will be built upon the foundations of open communication, trust and mutual respect.
- The processes for collective bargaining and joint consultation must add value to the Employers and contribute to the achievement of business objectives by working together to achieve improvements in quality, cost and delivery.
- Employees are to be treated first and foremost as people with individual needs and expectations. The Employers want to be known as good employers that value their people for the contribution they make to the well-being and future success of the business. The collective machinery must allow the development of practices that are in line with the value that the Employers place on their people.
- The processes for collective bargaining and joint consultation are founded upon the concept of mutuality. This will be supported by joint regulation of questions appropriate for negotiation and by co-operation through discussion, on those matters appropriate for consultation.
- For collective issues to be addressed and resolved at the appropriate level where the necessary autonomy exists, decision-making authority must rest at the lowest level appropriate to the subject matter in question. Any agreement made at a higher level cannot be overturned or amended at a lower level.
- The collective machinery is an important channel through which employees have an opportunity to participate in and be consulted on questions and matters concerning their employment. In order that the dialogue within the machinery and procedures can be both representative and effective, the Employers will encourage employees within the scope of this Agreement to join an appropriate trade union.

The Union Signatory to this Agreement is recognised as the sole negotiating Trade Union for the categories of employees covered by this Agreement.

The Employers recognise the value of membership of this recognised Union but the Parties accept that there is no obligation for employees to become members of the Union.

## **2.2 Employee Representation**

There will be up to 2 (two) employee representatives per vessel/worksite. If there are 2 representatives, they are not to be of the same disciplines (disciplines as listed in Clause 15 of the Agreement). They will be elected from the personnel and by the personnel onboard covered by the Agreement by a simple show of hands. For short duration and ad-hoc projects less than 28 days the Company representative may fulfil the role of vessel/worksite representative.

There will be 1 (one) company employee representative per Employer Signatory. They will be elected from the personnel and by the personnel employed by that Employer and covered by the Agreement by a ballot organised by the Union. (Duration of holding this position shall be 3 years) The Union will officially advise the Signatories who the representatives are.

## **2.3 Responsibilities of Employee Representatives**

A duly elected and accredited representative shall not represent employees of any Employer Signatory other than his own.

The vessel employee representatives can discuss issues of a day to day nature in respect of the vessel, e.g. standards of accommodation, food, safety and general welfare etc. They cannot discuss the Agreement itself.

The company employee representatives for each Employer Signatory can meet together up to 4 times a year. The Employer Signatories and/or a full time representative of the Union will attend these meetings if requested. If the Employer Signatories are present, these meetings are not allowed to discuss or negotiate the Agreement but can be used to seek clarification of the Agreement.

Only company employee representatives may represent the Union in discussions and negotiations relating to Clauses 3.2(a) and (b) and 3.3(a) of the Agreement.

## **2.4 Training**

The Employer Signatories to the Agreement shall allow trade union representatives to take reasonable time off to undergo training in aspects of employment relations relevant to the carrying out of their union duties as defined in section 2.3.

The employee representatives can attend a 5 day training course arranged by the Union. The representative's time, accommodation and travel expenses will be reimbursed by the Employer Signatories.

The Employer Signatories are also encouraged to attend a 1 day course provided by the Union at their training facility in Doncaster.

## **2.5 Impasse and ACAS**

All parties to the Agreement shall have the right to call upon the services of ACAS where there is an impasse in any discussions or negotiations between the signatory parties.

## **2.6 Employer Signatory Representatives**

Each Employer Signatory will provide to the union the names of a person or persons who will be the designated point of contact in the first instance where an employee representative can make formal contact to discuss matters arising from the union

membership that they are unable to deal with at local level on the vessel or installation or other work site.

## **2.7 Negotiations of the Agreement**

The Employer Signatories and the Union will agree representation levels for negotiating wages and terms and conditions in the Agreement prior to the commencement of such negotiations (see Clause 3.3 (a))

## **2.8 Communication**

During the 15 month negotiation period (see Clause 3.3(a)) the meetings of the Employer Signatories and the Union to negotiate the Agreement will be minuted. Such minutes will be agreed and signed by both the Chairman of the Employer Signatories and the most senior full time representative of the Union present before concluding the meeting.

Communication with the employees and/or the media will be based on these agreed minutes.

## **2.9 Time off for trade union activities**

Personnel who are listed in Clause 15 who are employee representatives under Appendix 2, section 2.2 shall be allowed reasonable time off to take part in any recognised trade union activity, including:

- i. meetings of official policy-making bodies, such as annual conferences
- ii. approved workplace meetings and properly conducted ballots.
- iii. preparation time for these and other agreed duties.

Where it is necessary for unions to hold meetings of members during working hours, they should seek agreement from the onboard vessel or installation management. Both sides should seek to agree on a time which minimises the effects on the operations of the Employer Signatory.

With the exception of industrial action, agreed time off for trade union activities will normally be paid.

A reasonable limit will be placed on the amount of time trade union representatives take to cover duties, training and activities.

This Agreement is in accordance with Section 168 to 173 of the Trade Union and Labour Relations (Consolidation) Act (TULR(C)A), 1992, and the ACAS Code of Practice on time off for trade union duties and activities.

## **2.10 Requests for time off**

Requests for time off to pursue trade union duties or activities should be made through the representative's supervisor, department manager, or other appropriate person.

Requests for time off should include the purpose of such time off, the intended location and the timing and expected duration of the absence.

When considering a request for time off, management should give due regard to the reasonableness of the request, bearing in mind the need for adequate safety cover and the maintenance of the Employer Signatory's services.

The management concerned has the right to refuse a request for time off, provided that the reasons for refusal are reasonable and are made clear to the individual. Time off for trade union duties will not normally be refused unless there is a significant operational issue.

### **2.11 Facilities for trade union representatives**

The Employer Signatories undertake to make available to representatives, the facilities necessary to perform their duties efficiently and to communicate effectively with their members.

These facilities shall include:-

- i. reasonable time off for trade union duties, training and other activities, as defined in section 2.9
- ii. payment for such agreed periods of time off, equivalent to the amount the representative would have earned had he been at work.
- iii. access to a telephone for genuine and urgent employment relations business.
- iv. the use of the Employer Signatory notice boards by arrangement with management.
- v. the use of the Employer Signatory's internal distribution network system for the purposes of official union correspondence, external post being paid for by the RMT.
- vi. the use of office facilities, such as photocopying and typing, in connection with trade union duties as defined in section 2.3.
- vii. accommodation and facilities for the holding of approved workplace meetings and properly conducted ballots
- viii. accommodation, where possible, for use by trade union representatives in carrying out their duties.
- ix. the provision of information to assist in the effective discharge of trade union duties.
- x. reasonable facilities for union representatives to hold work place meetings outside working hours, to discuss legitimate and recognised trade union affairs. Staff will not be paid for attendance at such meetings.

### **2.12 Employee Representatives Protection.**

Employee representatives within the meaning of Appendix 2 section 2.2 above will be afforded full protection under the Trade Union and Labour Relations (Consolidation) Act 1992 and the Employment Rights Act 1996, the Employment Relations Act 1999 and the Employment Relations Act 2004 and any subsequent amendments to the acts under statute or case law, for union duties conducted while an employee representative, irrespective of their contract status.

### **2.13 Complaints**

All parties to this Agreement undertake to make every effort to resolve any dispute or grievance in relation to time off for trade union duties or activities, in accordance with the Employer Signatory's agreed procedures.

### **2.14 Review**

The terms of this Agreement shall be subject to joint review between the Employer Signatories and the RMT after any changes to statutory or case law that may affect the Agreement and subsequently at any time when both parties require to amend the Agreement. Any proposals for change shall be dealt with as formal items on the agendas of those meetings.

## Appendix 3

### Health and Safety

#### 3.1 Statement of Commitment

We all have a legal and moral duty to make our Offshore Diving Worksites as safe and healthy a working environment as is reasonably practicable.

The Offshore Diving industry recognises that health and safety, as with any other responsibility, has to be managed successfully at all levels. Successful health and safety management contributes to our industry's overall performance by preserving and developing human and physical resources, reducing costs and liabilities and is an expression of personal and corporate responsibility. All individuals can make a valid contribution to achieving this objective and have a duty to take reasonable care of themselves and those affected by their actions or omissions.

Everyone has overriding responsibility to minimize risk. This includes ensuring that health and safety, their own and others, is not compromised during the execution of their work duties; that the environment is not damaged; that identified hazards are immediately reported; and that control measures are taken to reduce risk levels.

Every individual has an obligation and a legal requirement to STOP THE JOB if they believe it to be unsafe.

The Offshore Diving Industry is committed to improving performance in health and safety. Statutory requirements and the general duty of care form the basis upon which the Industry's health and safety commitment is built.

The Offshore Diving Industry recognises the importance individuals have in formulating and reviewing policy and practice. All are encouraged to comment and make representation regarding the policy through existing communication links with their elected Safety Representative, Trade Union Safety Representative or worksite Safety Officer.

#### 3.2 Legal protection for employees and workers

The Parties support fully the legal protections which are in place for employees and workers in respect of raising health and safety concerns. The statutory regime which protects employees and other workers in England, Scotland and Wales who raise health and safety concerns is contained in the Employment Rights Act 1996 (ERA).

It provides employees with a right not to suffer a detriment or be dismissed in a wide range of health and safety scenarios which, depending on the facts, can be embraced by the health and safety provisions contained in Ss.44 and 100.

Employees and Workers can benefit from protections under the public interest disclosure (or 'whistleblowing') provisions in Ss.43A-43L and 103A where their health and safety concerns amount to protected disclosures which are made in the appropriate way.

#### 3.3 Further Information

Further information about these rights may be obtained from RMT or from any of the signatory Employers.

## Insurance Conditions and Exclusions

### CONDITIONS PRECEDENT

It is a condition precedent to the liability of the Underwriters that the Insured Person is in good health and free from any physical defect of infirmity at inception of this Insurance.

### PROVISOS

1. No daily compensation shall become payable until the total amount thereof has been ascertained and agreed. If, nevertheless, payment were made for daily compensation, the amount so paid shall be in addition to any lump sum becoming payable of the same **Accident**.
2. The total sum payable under this Insurance in respect of any one or more **Accidents** shall not exceed in all any one Period of Insurance, the largest sum insured under any one of the items contained in the Schedule of Compensation, or added to this Certificate by Endorsement other than provided in 1, above.

### DEFINITIONS

In this Insurance:-

1. **"BODILY INJURY"** means identifiable physical injury which
  - a) is sustained by the Insured person
  - b) is caused by an **Accident**, and
  - c) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment render necessary by such injury, occasions the death or disablement of the Insured Person within twelve calendar months from the date of the **Accident** by which the injury is caused.
2. **"ACCIDENT"** means a sudden, unexpected, unusual, specific event, which occurs at an identifiable time and place during the period of insurance and includes exposure resulting from a mishap to a conveyance in which the Insured Person is travelling.
3. **"LOSS OF LIMB"** means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm or leg.
4. **"PERMANENT TOTAL DISABLEMENT"** means disablement which entirely prevents the Insured Person from attending to the duties of his usual business or occupation and which lasts twelve months and at the expiry of that period is beyond hope of improvement.

5. **“TEMPORARY TOTAL DISABLEMENT”** means disablement which temporarily and totally prevents the Insured Person from attending to the duties of his usual business or occupation and shall be payable during such disablement from the date on which the Insured Person first became disabled but not beyond the number of weeks shown in the Schedule of Compensation.

### EXCLUSIONS

This Insurance does not cover Death or Disablement:-

- a) Whilst the Insured Person is engaged or taking part in Military, Air Force or Naval Service of Operations (other than Reserve or Volunteer Training).
- b) Directly or indirectly caused or contributed to by intentional self-injury, disease or natural cause, suicide or attempted suicide, provoked assault, duelling or fighting (except in bona fide self defence), or from the Insured Person's own criminal act, or whilst engaged or taking part in civil commotions or riots of any kind.
- c) Occasioned by or occurring whilst he is in a state of insanity temporary or otherwise.
- d) Whilst the Insured Person is engaged or taking part in aeronautics or aviation, other than as a passenger.
- e) whilst the Insured Person is riding or driving in any kind of race.
- f) Whilst the Insured Person is engaged or taking part in mountaineering or rock climbing (normally involving ropes and/or guides and/or special equipment) or winter sports.
- g) Arising out of any loss or destruction of or any damage to any property whatsoever or any loss of expenses whatsoever resulting or arising there from or any consequential loss or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- h) notwithstanding exclusion g) above whilst work involving exposure to ionising radiation generally will be excluded from cover, but the certificate is extended to cover the following types of inspection or testing activities:-
  - (Gamma) Flooded Member Detection/Inspection
  - Neutron Back Scatter Inspection, and
  - Any other radiographic inspection or testing technique approved for use by diving personnel in the UKCS of the North Sea
- i) Consequent on war, invasion or civil war, except whilst the travelling outside the United Kingdom or Ireland.
- j) In any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Underwriters allege that by reason of this exclusion any claim is not covered by this Insurance the burden of proving the contrary shall be upon the Assured.

- k) resulting from dives conducted as part of research which are outwith the established parameters regulated by international and domestic law, industry standards and Codes of Practice.
- l) the Insured Persons deliberate exposure to exceptional danger (except in attempt to save human life), or the Insured Person's own criminal act, or the Insured Person's being under the influence of alcohol or drugs as per the current limits set for drink driving and subsequent testing rules.
- m) any claim(s) made by an Insured Person on the basis that they are unfit to dive due to "personal anxiety and concern" (or similar condition) will not constitute a valid claim falling within the terms of this Insurance and will therefore not be entertained by Underwriters.

Notwithstanding exclusion i) and j) above this Certificate covers claims caused or contributed to by:

- War, invasion, acts of foreign enemies, hostilities or war-like operations whether declared or not, civil war, rebellion, revolution, insurrection, military or usurped power or martial law;
- an act of terrorism

However this Extension does not cover such claims:-

- (i) Whilst the person insured is training or serving in any capacity as a member of the Armed Forces or whilst engaging in any of the aforementioned events;
  - (ii) Caused or contributed to by:
    - (a) War, whether declared or not, between any of the following countries, namely China, France, the United Kingdom, the Russian Federation and the United States of America, or
    - (b) War in Europe, whether declared or not, other than any enforcement action by or on behalf of the United Nations, in which any of the countries stated in (a) above or any armed forces thereof are engaged, or
    - (c) The use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, regardless of any contributory cause(s)

If the Underwriters allege that any claim is not covered by this extension the burden of proving the contrary shall be upon the Assured.

## **Definition**

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## CONDITIONS

1. Immediate notice must be sent to the Underwriters of any **Accident** to the Insured Person, which causes or may cause, death or disablement within the meaning of this Insurance, and the Insured Person must as early as possible place himself under the care of a duly qualified and registered practitioner.

In no case will the Underwriters be liable to pay compensation to the Insured Person or to his representatives unless the medical advisor or advisors appointed by the Underwriters for the purpose shall be allowed so often as may be deemed necessary to make an examination of the Insured Person.

2. Any fraud, misstatement or concealment by an Insured Person if unknown to the Assured either in the proposal on which this Insurance is based or in relation to any matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void in so far as it relates to the Insured Person in question but any fraud, mis-statement or concealment by or known to the Assured shall render the whole Insurance null and void and all claims hereunder shall be forfeited.
3.
  - a) Any medical certificate submitted in support of a claim made against this Insurance by Diving Personnel must be issued by a Doctor approved by the Health and Safety Executive to carry out medical examinations on divers under the Diving Operations at Work Regulations 1981.
  - b) Any medical certificate submitted in support of a claim made against this Insurance by Non-Diving Personnel must be issued by a medical doctor in line with medical guidelines for offshore (topside) personnel.
  - c) If an Insured Person covered under this Insurance makes a claim for Permanent Total Disablement Benefit then they will be required to attend a Medical Examination to be carried out by a Doctor specified below. Such Doctor's opinion regarding the claimed Permanent Total Disablement will be binding upon Underwriters, the relevant Assured and the National Union of Railway/Maritime and Transport Workers.

The Names and addresses of the Specified Doctors are:-

Dr. JR Broome,

The Tower, Elsdon,

Newcastle-Upon-Tyne,

Northumberland NE19 1AA  
Park,

Dr. Phil Bryson,

Diving Diseases Research Centre,

The Hyperbaric Medical Centre,

Research Way, Tamar Science

Plymouth PL6 8BU

Dr. Stephen J. Watt,  
University Medical School,  
Department of Environmental and  
Occupational Medicine  
Foresterhill,  
Aberdeen AB24 2ZD

Surg. Cdr. Dr. R. Ramaswami,  
Institute of Naval Medicine,  
Alverstoke, Gosport,  
Hampshire PO12 2DL

4. For the avoidance of doubt, it is the responsibility of the Insured Person covered by this Insurance to submit claims to the relevant Assured within 14 days of the vessel returning to port UNLESS the Person is so incapacitated as to make this impracticable and it is a condition of this Insurance that notice must be given by the Assured to the Underwriters on an urgent basis, of any claim by or on behalf of an Insured Person within the meaning of this Insurance.

#### CLAIMS

All claims to be reported to:-

HOULDER INSURANCE SERVICES LIMITED  
MICHAEL'S HOUSE, 10-12 ALIE STREET, LONDON E1 8DE  
Telephone No:(0) 20 7980 3800  
Fax No: (0) 20 7980 3965

#### OPERATIVE TIME

The period for which cover will be provided for under this Insurance is from the time the Insured Person leaves his home address to report for work with an Assured under the terms of the Offshore Diving Industry Agreement, anywhere in the world, during the whole time away and until return to home.

It is warranted that Insured Persons will travel directly from their home address to their place of Employment and, on completion of work, return directly to their home address.

### **Compensation for delays during specialist skills' 'waiting periods'**

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

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

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

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

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

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

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

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

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

## Lobby of Industry

The companies and the RMT have agreed to tackle the 2 'Lobby' schemes ( both the wording, how we would plan the 'Lobby', and the other work which the Employers have undertaken to act on, with a view to introducing these schemes by 31 March 2011 (subject to ability to recoup)) as longer-term 'Work in Progress'.

There are 2 types of schemes for which we aim to introduce some form of compensation by March 2011:

General 'Standby' or 'Guaranteed Payments on Stand-down' – these provisions will outline the circumstances in which payment may be made in compensation for a worker's agreement to remain available for an assignment, during a defined period, where embarkation is delayed.

Compensation for unscheduled extensions to tours (weather excluded) – this scheme will outline the circumstances in which payment may be made in compensation for inconvenience and distress caused by unscheduled extensions to tours of duty (weather excluded).

The parties acknowledge that such provisions already exist for other work groups covered by other collective agreements, and believe that diving personnel should be treated equitably.

Accordingly, efforts to secure some form of compensation schemes to cover these two circumstances are intended to cover not only a 'Lobby' of the industry on this point of equity and the principle of recoupment, but also to raise the profile of the ODIA, and the 'business case' for using a diving contractor which supports the provisions in the collective agreement. The Signatory Companies wish also to consider contractual arrangements (reviewing ways to include appropriate clauses in contracts with clients) and operational arrangements (to try to influence the incidence of delays).

It is important to note that, in the current cost-reduction climate, the prospects of success might be limited, but the ODIA Signatory companies intend to strive to press this case with the industry.

Efforts to secure these two schemes will be underpinned by the parties' agreement to strengthen ongoing employer-level relations which will promote mutual understanding and greater collaboration, and also our work to promote the ODIA as an important contribution to the success of the UK diving industry.

**Parties to the Agreement**

For and on behalf of:  
National Union of Rail, Maritime &  
Transport Workers  
Professional Divers Section

For and on behalf of:  
National Union of Rail, Maritime &  
Transport Workers  
Professional Divers Section

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J Molloy  
Divisional Organiser

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R Crow  
General Secretary

For and on behalf of:  
RBG Limited

For and on behalf of:  
Integrated Subsea Services  
(Guernsey) Ltd.

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J McLeish

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B Webster

For and on behalf of:  
K D Marine

For and on behalf of:  
Acergy

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H Petersen

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M Aitchison

For and on behalf of:  
Subsea 7

For and on behalf of:  
Technip

---

A Woolgar

---

R Hay

For and on behalf of:  
Helix Well Ops

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S Nairn