

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. 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. 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
Maximum Benefit Period	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.