

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1988
s.113 application for variation

The Professional Divers Association of Australasia

and

Arafura Diving and Salvage and others
(C No. 00135 of 1987)

PROFESSIONAL DIVERS' AWARD 1986⁽¹⁾
(ODN C No. 02459 of 1986)

Professional divers Diving services

COMMISSIONER LEARY SYDNEY, 7 FEBRUARY 1990

Wages and working conditions

ORDER

A. The above award is varied as follows:

By deleting clauses 1 to 51 and inserting the following:

PART I - GENERAL

1 - TITLE

This Award shall be known as the Professional Divers' Award 1988.

2 - ARRANGEMENT

<u>Clause</u>	<u>Subject matter</u>
2	Arrangement
9	Association representatives
7	Boards of Reference
4	Date of operation and duration
6	Grievance procedure
15	Leave reserved
3	Parties bound, area and incidence
10	Posting of award
11	Preference in employment
8	Right of entry
13	Savings
12	Time and wage record
14	Supersession of previous awards
5	Terms of award
12	Time and wages record
1	Title

⁽¹⁾Print G6244 [P010]

2 - Arrangement - contdPART II - OFFSHORE

<u>Clause</u>	<u>Subject matter</u>
27	Annual leave
16	Application of part II
31	Bereavement leave
22	Contract of employment
17	Definitions
29	Diving clothing
33	Higher duties
26	Hours of work
19	Insurance and accident pay
32	Jury service
20	Loss of personal effects insurance
25	Payment of wages
23	Periods of duty
30	Protective clothing and equipment
18	Safety standards and safe working practices
21	Sick leave
24A	Superannuation
28	Transportation and accommodation
24	Wage rates

PART III - INSHORE

47	Annual leave
34	Application of part III
51	Bereavement leave
39	Contract of employment
35	Definitions
46	Distant work
49	Diving clothing and equipment
45	Fares and travelling time
42	Hours of work
37	Insurance and accident pay
44	Meal breaks and allowances
43	Overtime
41	Payment of wages
50	Protective clothing and equipment
48	Public holidays
36	Safety standards and safe working practices
38	Sick leave
40	Wage rates

3 - PARTIES BOUND, AREA AND INCIDENCE

This award shall be binding upon The Professional Divers Association of Australasia and its members and upon the employers' and members of employers' organisations named in the schedule hereto as to the employment by them of all employees whether members of the Association or not who are engaged in or in connection with diving in the provision of underwater services in areas within the Commonwealth of Australia or within the adjacent areas as defined in the Petroleum (Submerged Lands) Acts, Commonwealth or State as the case may be and/or such areas as fall within the territorial jurisdiction of the Commonwealth of Australia.

4 - DATE OF OPERATION AND DURATION

The rates of pay contained in this award shall come into operation in the following manner:

Operative datePart II

Superannuation 1.5%	Pay period commencing 01/01/88
August 1988 National	
Wage Decision 3%	Pay period commencing 02/09/88
August 1988 National	
Wage Decision 3%	
Allowances	Pay period commencing 21/10/88
Second tier increase	
(excepting allowances)	Pay period commencing 02/11/88
Superannuation 1.0%	Pay period commencing 01/01/89
August 1988 National	
Wage Decision \$10	Pay period commencing 02/03/89

Part III

Second tier increase	
(excepting allowances)	Pay period commencing 21/10/88
(Other than Employers'	
Federation of NSW)	
August 1988 National Wage Decision 3%	Pay period commencing 21/10/88
August 1988 National Wage Decision \$10	Pay period commencing 21/04/89
(Members of Employees'	
Federation of NSW)	
August 1988 National Wage Decision 3%	Pay period commencing 02/09/88
August 1988 National Wage Decision 3%	
Allowances	Pay period commencing 21/10/88
August 1988 National Wage Decision \$10	Pay period commencing 02/03/89

Part IV

Conditions	Pay period commencing 01/01/89
------------	--------------------------------

This award will operate in respect of conditions from the beginning of the first pay period on or after 10 May 1988 for parts I and II.

All of those matters provided by part III will operate as of the first pay period on or after 21 October 1988.

5 - TERMS OF AWARD

It is a term of this award, arising from the decision of the Australian Industrial Relations Act 1988 in the national wage case decision of August 1988, the terms of which are set out in Print H4000, that the Association undertakes that for a period of six months it will not pursue any extra claims, award or overaward, except where consistent with those principles.

6 - GRIEVANCE PROCEDURE

(a) Resolution of complaints by the employer against an employee:

In the event of a complaint being made against an employee for a misdemeanour, it will primarily be the responsibility of the employee's supervisor to point out to the employee the nature of the complaint and to endeavour to ensure that an understanding is reached.

However, should there be a further misdemeanour the supervisor will refer the matter to the employer's management. If in the opinion of the employer's management the matter is such as to warrant a reprimand, the supervisor will issue a written warning, setting out details of the complaint against the employee and have it handed to the employee concerned in the presence of the job delegate. A copy will be given forthwith to the job delegate and as soon as possible will be sent to the local official of the association. Should it be necessary to issue a written second warning to the same individual, the employer may, in the event of a third occurrence, dismiss the employee.

The above system is designed to ensure the rights of the individual are fully protected. It does not in any way, however, diminish the employer's right to instantly dismiss an employee for serious or wilful misconduct.

(b) Subject to the Australian Industrial Relations Act 1988, any dispute or claim shall be dealt with in the following manner:

- (i) The matter shall be submitted by an employee on the job to the appropriate officer of the employer.
- (ii) If not settled, the employee shall submit the matter to an appropriate official of The Professional Divers' Association who shall submit the matter to the employer or employer's agent.
- (iii) If the matter is still not settled, it shall be submitted to the Australian Industrial Relations Commission for decision.
- (iv) While the above procedure is being followed, work shall continue normally on the instructions of the employer. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.

7 - BOARDS OF REFERENCE

(a) For the purpose of this award power is hereby given to the Industrial Registrar to appoint Boards of Reference for each of the States and areas in which the award operates.

(b) Each of the such boards shall consist of one representative of the association, and one representative of the employers, parties to this award, with the addition of the Industrial Registrar as chairperson or such other persons as the Industrial Registrar may nominate as chairperson.

(c) Three members of a board shall constitute a quorum.

7 - Boards of Reference - contd

(d) Any person appointed to represent either the association or the employers may appoint a substitute to act in their stead at any time.

(e) A board shall meet at such times and places as the members may agree, or failing agreement, as the chairperson may determine, and it may adjourn from time to time and place to place.

(f) When a Board of Reference is divided in opinion on a question, the question shall be decided according to the decision of the majority, but if there is no majority the opinion of the Chairperson shall be the decision of the Board.

(g) The functions of a Board of Reference shall be to settle and determine disputes or questions arising under this award.

(h) The decision of a Board of Reference may be reviewed and altered by the Australian Industrial Relations Commission on the application of any party to this award, provided that notice of application to review the decision be given to the opposite party and to the Industrial Registrar within 14 days of such decision and an application asking for such review to be lodged with the Industrial Registrar within 21 days of such decision.

8 - RIGHT OF ENTRY

A duly accredited representative of The Professional Divers Association of Australasia shall have the right to enter the area occupied by the employer, but shall not, without the permission of the employer, interview employees during their working hours.

9 - ASSOCIATION REPRESENTATIVES

(a) An employee appointed as a representative of The Professional Divers Association of Australasia shall, upon written notification thereof to the employer, be recognised as an accredited Association representative and shall be allowed the necessary time during working hours to interview the employer or their representative on matters affecting employees who are represented.

(b) The representative shall have the right to use an employer's communication equipment for the purpose of communicating with the Association or vice versa on any matter affecting the employees who are represented. The cost of the use of the equipment shall be borne by the accredited Association representative.

10 - POSTING OF AWARD

A copy of this Award, all amendments and appendices thereto and all locally applicable diving safety regulations shall be exhibited or made available by the employer at the place of work.

Provided that where the relevant documents are out of print or otherwise unavailable, all reasonable steps shall be taken to obtain them at the earliest opportunity.

11 - PREFERENCE IN EMPLOYMENT

Method of engagement

(a) An employer shall observe the following procedure in engaging employees for employment.

- (i) A member of The Professional Divers Association of Australasia or a person holding a current certificate under section 47(3) of the Australian Industrial Relations Act 1988 or a person who satisfies the employer that they have applied to the Association to become a member may be employed at any time.
- (ii) Any other employee may be employed not less than fourteen days after the employer has notified the Association that an opportunity for employment exists and of the nature of the work involved in the employment.

Provided that in an emergency an employer may engage an employee for not more than five days without complying with the requirements of this subclause, but shall not thereafter continue to extend the employment and shall not renew it except after notification in accordance with this clause and subject to subclause (b) hereof. An employee engaged under this provision shall be paid a quarter of a month's pay.

Preference in engagement

(b) In relation to engagement in any employment an employer shall give preference to members of The Professional Divers Association of Australasia who have indicated to the employer directly or through the Association directly their desire for employment by them within fourteen days prior to the giving of the relevant notice under paragraph (a)(ii) hereof or who so indicate within fourteen days after receipt of the notice by the Association.

Provided that an employer shall be excused from the obligation to give preference in accordance with this paragraph in the case of any particular member of the Association if at the time of making the engagement the employer has reasonable grounds to believe and does believe that the member is incapable of performing the duties of the employment, being work the nature of which was notified to the Association pursuant to paragraph (a)(ii) hereof. An employer shall not, within the meaning of this paragraph have reasonable grounds for believing that an employee is incapable of performing the duties of the employment unless they have made reasonable enquiries in the circumstances, including the giving of a reasonable opportunity to employees, to establish their capability.

11 - Preference in employment - contdPreference in retention of employment

(c) In relation to the matter of retention in employment, employers shall give preference to all members of the Association employed by them. Provided that an employer shall be excused from the obligation to give preference in accordance with this paragraph in the case of a particular member of the Association who:

(i) is being dismissed for misconduct which justifies instant dismissal;

(ii) is incapable of performing the duties of his employment (otherwise than by temporary illness, incapacity or injury).

Seven days prior to giving a member of the Association notice of intention to terminate the services of that employee (otherwise than in any of the circumstances referred to in paragraphs (i) and (ii) hereof) the employer shall notify the Secretary of the Association of the name of the member and the reason for the employment being terminated; provided that the employer shall be excused from giving such notice if all the employees in the employment are members of the Association or have applied for membership.

Information concerning Association membership

(d) Employers may enquire from the Secretary of the Association as to whether or not a particular employee is a member of the Association, and for the purposes of discharging their obligation hereunder shall be entitled to reply on the correctness of the answer given.

Wherever possible an employer shall, prior to an employee being transported to the work site, confirm that the employee is a financial member of the Association by either sighting the employees financial status book or by enquiring from the Secretary of the Association.

The employer shall at the end of each month supply the Association with a list showing the names of employees working under this Award during that month and also showing their respective category, jobsite and in the case of casual employees their respective periods of employment.

Financial status

(e) If the financial status of a member of the Association is in doubt then work will continue normally while the Association is being contacted.

12 - TIME AND WAGES RECORD

(a) Each employer shall keep a record from which can be readily ascertained the name of each employee and their occupation, the hours worked each day, and the wages and allowances paid.

(b) The time and wages record shall be open for inspection to a duly accredited officer of the Association during the usual office hours at the employer's office or other convenient place. Provided that an inspection shall not be demanded unless the secretary of the Association or the branch secretary or organiser of any division suspects that a breach of this Award has been committed. Provided that only one demand for such inspection shall be made in one fortnight at the same establishment.

13 - SAVINGS

Nothing in this Award shall operate to reduce the conditions of employment of any existing employee at the commencement date of this Award.

14 - SUPERSESION OF PREVIOUS AWARDS

This Award shall supersede all previous Awards and variations made between the parties to this Award but no right, obligation or liability accrued or incurred under such Award or variation shall be affected by such supersession.

15 - LEAVE RESERVED

(a) Leave is reserved in respect to long service leave, job protection and manned submersibles, shift allowances, redundancy pay, annual leave, and study leave.

(b) Leave is reserved to vary this Award in respect of allowances in accordance with the national wage case principles Print H4000 of 1988.

PART II - OFFSHORE

16 - APPLICATION OF PART II

This Part shall apply to the employment of persons in or in connection with diving in the provision of underwater services in or in connection with offshore exploration and development diving as defined in clause 17 of this award.

17 - DEFINITIONS

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

"Day" (i) Permanent employees shall mean midnight to midnight.

(ii) Casual employees who works a full rostered on-duty period as defined in clause 23 of this award shall mean midnight to midnight.

(iii) Casual employees who works other than a full rostered on-duty period as defined in clause 23 of this award shall mean each period of 24 hours or part thereof from the time of departure from the designated point of embarkation to the work site until the time of arrival back at the designated point of embarkation. Where an employee is working in Bass Strait and leaves and arrives on the same scheduled helicopter flight on consecutive or subsequent calendar days they will be considered to have been at work for one 24 hour period for each intervening calendar day.

17 - Definitions - contd

"Designated assembly point" shall mean the point from which the employer provides transport to the designated point of embarkation.

"Designated point of embarkation" shall mean the point from which transport to the offshore location is provided.

"Diver" shall mean 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.

"Diver's Attendant" shall mean an employee who has adequate knowledge of underwater work, the signals and communication devices used in diving operations, decompression procedures and equipment used in diving operations. The Diver's Attendant shall carry out the function of attending a diver, including assisting the Diver to dress and undress, handling hoses and/or lifelines and such other duties as may be assigned by the Diving Supervisor but shall not be required to perform underwater services.

"Diving Superintendent" shall mean an employee placed in charge of a 24 hour diving operation to co-ordinate the diving work and to relieve Diving Supervisors engaged in that operation where and when necessary.

"Diving Supervisor" shall mean 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 Diving Supervisor shall also be competent to supervise all classes of hydrocarbons exploration and development diving applicable to and appropriate to the particular operation which may include using helium/oxygen or similar mixtures, using submarine observation chambers and operating from submarine working chambers. In addition, the Diving Supervisor is responsible to the employer for other on-site supervisory functions relating to matters within the scope of this Award, 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.

"Hyperbaric Welder" shall mean 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.

"Inspector" shall mean an employee working from an offshore location whose primary function is to prepare and record inspection data gathered by direct contact with the Divers.

"Life Support Technician" shall mean an employee who shall, 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.

"Non-destructive testing" shall mean the testing of structures by the methods of magnetic particle testing, ultrasonic testing and radiography.

17 - Definitions - contd

"NDT Technician" shall mean an employee appointed by the employer to perform non-destructive testing duties and who is certified as a Technician by the Australian Institute for Non-Destructive Testing or other appropriate certifying body approved by the designated authority.

"NDT Technologist" shall mean an employee appointed by the employer to perform non-destructive testing duties and who is certified as a Technologist by the Australian Institute for Non-Destructive Testing or other appropriate certifying body approved by the designated authority and is employed within the classifications contained in subclause 24(a) of this Award.

"Offshore exploration and development diving" shall mean and include 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.

"Photographic Technician" shall mean an employee working from an offshore location and engaged specifically to operate, service and maintain photographic and dark room equipment and chemicals used in connection with a diving operation.

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

"Senior Inspector" shall mean an employee working from an offshore location who is required to co-ordinate Inspectors and relieve them or act as an Inspector as required.

"Senior Operator (OMB operations)" shall mean an employee appointed as such to operate an Observation Manipulator Bell such as "OMB", "ARMS" or "MOB".

"Systems Maintenance Technician" shall mean 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.

18 - SAFETY STANDARDS AND SAFE WORKING PRACTICES

(a) Each diver bound by this award shall keep a personal log book showing the details required pursuant to the appropriate State or Commonwealth Petroleum (Submerged Lands) Act.

On request, the employer shall supply a diver with particulars of the times and depths of any decompression carried out in connection with a dive by that diver.

(b) The minimum safety standards and safe working practices to be observed shall be those contained in regulations or directions made under the appropriate State or Commonwealth Petroleum (Submerged Lands) Act. Provided that where no such regulations or directions have been issued by the appropriate authority, the Victorian Department of Industry Technology and Resources directions shall be observed except insofar as they impose an obligation on the employer to produce documents or other records to the designated authority or to obtain the consent of the designated authority.

18 - Safety standards and safe working practices - contd

- (c) (i) The medical examination of divers referred to in the regulations or directions made under the appropriate State or Commonwealth Petroleum (Submerged Lands) Act shall include but not be limited to:
- (1) The requirement set out in Appendix A of the Standards Association of Australia Underwater Air Breathing Operations Standard AS 2299;
 - (2) A chest X-ray;
 - (3) An audiogram;
 - (4) A check of evidence of cranial surgery;
 - (5) A check for the fitting of dentures (if any);
 - (6) A long bone X-ray.

Provided that the chest X-ray, audiogram and long bone X-rays need only be carried out at 2 yearly intervals.

- (ii) The employer shall bear the cost of medical examinations required by this clause, provided that the examination be carried out by a medical practitioner who is qualified under the requirements of the appropriate State or Commonwealth Petroleum (Submerged Lands) Act and who shall enter in the diver's log book that the diver is "fit for diving" or "not fit for diving" as the case may be, and further, that the details of the results of the examination shall be the property of the employer, however upon request the employee shall be supplied with the details of such medical examination.
- (iii) The employer shall bear the cost of pre-employment medical examinations provided that such examination is conducted at the request of the employer and that the provisions of paragraph (ii) hereof shall apply.

19 - INSURANCE AND ACCIDENT PAY

(a) The employer shall ensure that where an employee is working in an area not within the jurisdiction of any Workers' Compensation Act or Accident Compensation Act that the employee is covered by an insurance policy, subject to the terms of that policy, which provides benefits not less than those applying under the Workers' Compensation Act or Accident Compensation Act in force in the State or Territory in which the employer's business is incorporated.

Accident pay

- (b) (i) An employer shall pay an employee accident pay where the employee received an injury for which weekly payments or compensation are payable by or on behalf of the employer pursuant to the provisions of the appropriate Workers' Compensation Act or Accident Compensation Act.

19 - Insurance and accident pay (b) - contd

- (ii) "Accident pay" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the said appropriate Workers' Compensation Act, or Accident Compensation Act and the employee's appropriate ordinary award rate, or where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said award rate for that period.

An employer shall pay, or cause to be paid, accident pay during the incapacity of the employee within the meaning of the said Acts until such incapacity ceases, until payments of compensation cease, or until the expiration of 52 weeks from the date of injury, whichever event shall first occur.

- (iii) The liability of the employer to pay accident pay in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the said appropriate Acts, and 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 pay as provided in this clause.
- (iv) In the event that the employee receives a lump sum in redemption of weekly payments under the said Acts, the liability of the employer to pay accident pay as herein provided shall cease from the date of such redemption.

Insurance

- (c) (i) The employer shall provide insurance cover against death from any cause with a sum insured of \$100000 to apply during the period of the employee's employment.
- (ii) The employer shall provide accident insurance with a sum insured of \$100000 against the following events occurring during the period of the employee's employment.

Per cent 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 |

19 - Insurance and accident pay (c)(ii) - contd

	<u>Per cent of sum</u> <u>insured paid</u>
(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 a least 50 per cent 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	
(i) both phalanges	30
(ii) one phalanx	15
(14) Total and permanent loss of use of any finger	
(i) three phalanges	10
(ii) two phalanges	8
(iii) one phalanx	4
(15) Total and permanent loss of use of toes	
(i) all of each foot	30
(ii) great-both phalanges	10
(iii) great-one 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.

19 - Insurance and accident pay - contd

- (d) (i) All insurances prescribed by this Award shall be subject to the terms of the policy or policies purchased by the employer.

These policies do not provide cover for injury morbidity, or mortality sustained by an employee as the result of gainful employment with an alternative employer outside an on-duty period.

- (ii) Proof of possession of all insurance policies prescribed by this Award shall be made available to The Professional Divers Association of Australasia upon request and shall also be available for inspection by a duly accredited Association representative during the usual office hours at the employer's office or other convenient place.

20 - LOSS OF PERSONAL EFFECTS INSURANCE

An employee will be reimbursed up to \$1000 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.

21 - SICK LEAVE

(a) After four weeks' service employees, other than casual employees, who are absent from work on account of personal illness or on account of injury by accident for which they are not entitled to workers or accident compensation shall, on production of evidence of their illness to their employer within 48 hours of the commencement of such absence or injury, be entitled to leave of absence on the prescribed rate of pay for a period of fourteen rostered on-duty days.

Provided that where employees with more than four weeks' service with an employer in the previous twelve months are terminated by the employer and are subsequently re-engaged, other than as a casual employee by that employer within a period of three months, they shall immediately upon re-engagement be entitled to such sick leave as was standing to their credit prior to termination.

Provided further that employees shall not be entitled to accrue more than the prescribed amount of sick leave for their classification in a twelve month period from the date of original entitlement of such sick leave.

(b) Such sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) hereof which has not been allowed to an employee by the employer as paid sick leave may be claimed by the employee and, subject to the conditions herein prescribed, shall be allowed by the employer in any subsequent year without diminution of the sick leave prescribed in respect of that year.

Provided that no employee shall be entitled to receive, and no employer shall be bound to make payment for more than eight weeks' absence from work through illness in any one year.

21 - Sick leave - contd

(c) In the event of employees who are required to be subjected to greater than atmospheric pressure suffering any serious illness or injury resulting in inability to perform any work in circumstances in which workers' or accident compensation was not payable, they shall be given an extra fourteen on-duty days sick leave with the employer having the right to have them medically examined and approved for sick leave by a doctor nominated by the employer. The provision of 28 on-duty days sick leave is to cover a situation of disabling illness or injury in one year. Disabling illness or injury shall mean an illness or injury which prevents an employee from diving or being subject to greater than atmospheric pressure but not from performing any other activity under the provisions of this Award.

(d) The amount of sick leave available to an employee will be reduced by one day for each rostered on-duty day not attended due to illness covered by this clause.

22 - CONTRACT OF EMPLOYMENT

(a) Except as provided in subclause (g) hereof employment for the first four weeks shall be on a weekly basis and thereafter shall be on a four weekly basis.

(b) Employment, except in the case of casual employees, shall be terminated by a week's notice or four weeks' notice or by the payment or forfeiture of a week's wages or four weeks' wages as the case may be. Notice may be given at any time but the day on which the notice is given shall not count as part of the notice. An employer may dismiss an employee without notice for inefficiency, neglect of duty or misconduct and in such cases wages shall be paid up to time of dismissal only. An employer may deduct payment for any day the employee cannot usefully be employed because of any strike.

(c) An employer may extend a four week notice period by up to fourteen additional days during which time an employee may resign at any time without penalty. After the expiration of fourteen days of such extended notice period the employer must issue an additional four weeks' notice commencing from the time of the completion of the original four weeks' notice period.

(d) The rights given by subclause (b) hereof to an employer to deduct payment for any day an employee cannot be usefully employed because of any strike are subject to the following conditions.

- (i) When an employer proposes to exercise the right conferred by this subclause, they shall notify the employee. During the period such notification remains in force, the employee shall be deemed to be stood down for the purpose of this subclause.
- (ii) An employee who is stood down under this subclause shall be treated for all purposes (other than payment of wages) as having continuity of service and employment notwithstanding such standing down.

22 - Contract of employment (d) - contd

- (iii) Employees who are stood down under this subclause may at any time during the period they are stood down terminate their employment without notice and shall be entitled to receive from the employer as soon as practicable any moneys due to them at the time of termination. The day on which the employee exercises the right of termination without notice shall be the day on which the employment is terminated.
- (iv) Employees whose employment is terminated under paragraph (iii) hereof shall for all purposes (other than payment in lieu of notice) be treated as if their employment has been terminated without default of the employee.
- (v) An employee who is stood down under this subclause shall be at liberty to take other employment.
- (vi) Employees stood down under the provisions of subclause (b) hereof for a period of more than five working days, who have exercised the right to take other employment shall upon receipt of written notification of a resumption of work, recommence work as soon as is reasonably practicable provided that within 48 hours of receipt of such notification they advise the employer of their intention to resume work.
- (vii) Employees whom the employer proposes to stand down under the provisions of subclause (b) hereof may elect to take, for the period of the stand down only, any annual leave, accrued off-duty leave or other paid leave to which they are entitled or which is accruing to them and upon such election being exercised the employee's annual leave, accrued off-duty leave or other paid leave to which they are entitled or which is accruing shall be reduced accordingly.
- (viii) If so requested by an employee prior to being stood down in accordance with these provisions, payment for time worked up to and including the day upon which such stand down occurs, shall be made upon the day of such stand down or as soon as is reasonably practical thereafter.

(e) Where employees have given notice or been given notice as aforesaid, they shall continue in their employment until the date of the expiration of such notice. Any employee who, having given notice or having been given notice as aforesaid without reasonable excuse (proof of which shall be on them), absent themselves from work during such period shall not be entitled to payment for work done by them within that period.

(f) An employee shall perform such work as the employer shall, from time to time, reasonably require.

22 - Contract of employment - contd

- (g) (i) A casual employee is one engaged and paid as such, provided that a person shall only be hired as a casual to supplement the normal diving team or to replace a regular crew member who is absent or to provide a workforce for a "short term project" which does not have an existing group of employees. For the purpose of this clause a "short term project" is defined as a project the duration of which does not exceed fourteen days. By agreement between the employer and the Association, the period may be extended beyond fourteen days.
- (ii) An employee employed as a casual as specified in paragraph (i) hereof shall not subsequently be employed by that employer until the expiration of a period equivalent to the preceding period of duty. This paragraph shall not apply where the employee must be employed prior to the expiration of that equivalent period because no other suitable employee is available for employment.
- (iii) An employee employed as a casual as specified in paragraph (i) hereof who reports for duty but cannot be transported offshore shall receive payment for that day provided that the employer is entitled to gainfully employ that employee onshore.
- (iv) A casual employee shall be paid on a daily basis at the rate of 236.5 per cent of the daily rate. As of the first pay period to commence on or after 1 January 1989 this rate shall increase to 237.5 per cent.

23 - PERIODS OF DUTYLeave accrual

- (a) For each on-duty day worked employees other than casual employees shall receive one paid off-duty leave day.

Rosters

- (b) The employer shall establish a regularly recurring roster of equal on-duty and off-duty periods for each work site. The on-duty and off-duty periods shall each be of fourteen days' duration, provided that other equal periods may be worked by agreement between the employer and the Association.

On-duty period

- (c) The on-duty period shall commence on the day of arrival at the designated point of embarkation to the worksite.

Off-duty period

- (d) The off-duty period shall commence on the day of departure from the worksite.

Not attending for duty

- (e) Employees not attending for duty in a rostered on-duty period other than as provided for elsewhere in this clause shall not receive payment nor accrue off-duty leave days in respect of such period.

23 - Periods of duty - contdAuthorised paid leave

(f) Employees who are absent during a rostered on-duty period for reasons provided for in clauses 19, 21, 31 and 32 of this Award shall be paid as if on-duty for the period of such absence.

Authorised unpaid leave

(g) At the request of an employee the employer may grant authorised unpaid leave to that employee. The employee shall not receive payment nor accrue or use paid off-duty leave days in respect of such period of absence. The granting of authorised unpaid leave shall be at the sole discretion of the employer.

Roster changes by the employer

(h) Where a roster is changed by the employer and the commencement of an employee's on-duty period is advanced, the employee shall be considered to be on-duty from the day of arrival at the designated point of embarkation.

Roster changes by the employee

(i) Where a roster is changed at the request of an employee the employee shall be either on duty and accruing off-duty leave days or off-duty and using off-duty leave days as provided in subclauses (c) and (d) hereof.

Returning to work early

(j) Where an employee commences duty prior to the commencement of the employee's rostered on-duty period the employee shall be considered to be on-duty from the day of arrival at the designated point of embarkation.

Prevented from commencing an on-duty period

(k) Where an employee reports for duty at a designated assembly point but cannot be transported to the offshore worksite due to weather conditions, insufficient work or other circumstances beyond the employer's control, the period of such delay will be regarded as an on-duty period, provided that the employer may gainfully employ the employee onshore.

The provisions of this subclause do not affect the right of an employer to stand down an employee because of any strike pursuant to the provisions of subclause 22(b) of this award.

Prevented from remaining on-duty

(l) Where during an on-duty period an employee cannot remain at the offshore worksite due to weather conditions, insufficient work or other circumstances beyond the employer's control, such days shall be considered to be on-duty days provided that the employer may gainfully employ the employee onshore.

The provisions of this subclause do not affect the right of an employer to stand down an employee because of any strike pursuant to the provisions of subclause 22(b) of this award.

23 - Periods of duty - contdPrevented from commencing off-duty period

(m) Where due to weather conditions or other circumstances an employee is delayed offshore and prevented from commencing a rostered off-duty period the employee shall be on-duty and accruing off-duty leave days until the employee actually commences an off-duty period.

Imbalance of off-duty leave days owed and actually taken

(n) Pursuant to the provisions of this clause an employee may accrue more off-duty leave days than are taken or take more off-duty leave days than have been accrued. Where the employee accrues more off-duty leave days than are taken the balance shall be recorded and taken at another time. Where the employee takes more off-duty days than are accrued they shall be deducted from any balance of off-duty leave days yet to be taken. Where that results in a negative balance of off-duty leave days that number of days will be subtracted from the employee's pay for that month. A positive balance of off-duty days owed to the employee on termination shall be paid to the employee at that time.

Work on first day of off-duty period

(o) To allow a smooth change over of on-duty and off-duty crews employees will normally be required to work for some period of the first day of their off-duty period on the understanding that they will on average not work a corresponding period on the first day of their on-duty period.

24 - WAGE RATES

- (a) (i) Employees shall be paid the amounts set out hereunder per calendar month according to the class of work:

<u>Classification</u>	<u>Per calendar month</u>	
	As of 2.11.88 \$	As of 2.3.89 \$
Diving Superintendent	5766.00	5809.00
Senior Inspector	5389.00	5432.00
Diving Supervisor	5266.00	5309.00
Supervisor (ADS Operations)	5266.00	5309.00
Hyperbaric Welder	5008.00	5051.00
Life Support Technician	4574.00	4617.00
Senior Operator (OMB Operations)	4574.00	4617.00
Inspector	4327.00	4370.00
Systems Maintenance Technician	4144.00	4187.00
Diver	3715.00	3758.00
Operator (ADS Operations)	3715.00	3758.00
Photographic Technician	3633.00	3676.00
Divers Attendant	2940.00	2983.00

24 - Wage rates (a) - contd

- (ii) Employees who spend their on-duty period based on a support vessel whether dynamically positioned or anchor moored shall receive an additional payment of fifteen per cent of the rates in paragraph (i) hereof for all purposes of the award in compensation for all the disabilities associated with living and working from such a vessel.
- (iii) Casual employees shall be paid in accordance with the provisions of paragraph 22 (g)(iv) of this award and shall receive all appropriate allowances as prescribed by this award.

Diving allowances

- (b) (i) Diving other than ADS operations.

In addition to the rates set out in subclause (a) hereof a diver shall be paid a diving allowance of:

\$2.43 per metre or 74 cents per foot;

or equivalent pressure with a minimum allowance calculated as 50 times the diving allowance per foot except where a diver is engaged in a dive using saturation techniques in which case the minimum allowance shall be calculated as 250 times the diving allowance per foot.

Such allowance shall be payable once in respect of the greatest depth or equivalent pressure incurred in each period worked. For the purposes of this subclause a period worked shall begin from the time the diver enters the water or is subject to greater than atmospheric pressure and shall end twelve hours later. Further periods worked shall begin each twelve hours if at the end of a period worked or a further period worked, a diver is still subject to greater than atmospheric pressure.

ADS operations

- (ii) In addition to the rates set out in subclause (a) hereof, a Senior Operator (OMB Operations) and Operators (ADS Operations) shall be paid a diving allowance of:

\$1.20 per metre or 37 cents effective from 21 October 1988

with a minimum allowance calculated as 250 times the diving allowance per foot. Such allowance shall be payable only once in respect of dives commenced within a twelve hour period.

24 - Wage rates (b) - contdPractice or training dives

- (iii) The diving allowances referred to above shall not be paid to persons performing practice or training dives or to an Operator (ADS Operations) during the first twelve months period of training. Underwater services shall not be performed for the employer during practice or training dives.
- (iv) Diving superintendents, diving supervisors and supervisors (ADS Operations) shall receive twenty per cent and life support technicians shall receive fifteen per cent of the average diving allowance paid to divers or operators (ADS Operations) under their control. Average diving allowance will be calculated daily by dividing the total diving allowance earned in each day or part thereof by divers or operators (ADS Operations) under the control of a Diving Superintendent, Diving Supervisor or Supervisor (ADS Operations) by the number of divers or operators (ADS Operations) who earned diving allowance in that day.

Surface oriented dives made in conjunction with saturation diving operations shall be calculated separately for the purpose of calculating the average diving allowance.

Living away from home allowance

(c) An allowance of \$26.90 per day shall be paid to each employee for each day or part thereof of their duty period offshore or in circumstances where employees would normally be working offshore and are temporarily accommodated onshore away from their home. With the exception of annual leave the allowance shall not be payable during periods of leave or authorised absences nor during periods in which the employee is specifically engaged on shore based duties including equipment mobilisation or demobilisation where the employee is able to live at home.

(d) Employees engaged in non-destructive testing duties shall, in addition to the salary rate applicable to their classification, be paid an allowance for each day or part thereof on which they are engaged in such duties. The allowance shall be \$36.54 per day in respect of an NDT Technologist and \$18.26 per day in respect of an NDT Technician effective from 21 October 1988.

Hyperbaric welding payments

- (e) (i) The hyperbaric welding rate specified in subclause (a) hereof shall apply from the date an employee is required to carry out duties related to the welding to be performed. The payment shall cease when the employee is no longer required by the employer to carry out tasks related to the welding.

DIVERS' AWARD 1988

24 - Wage rates (e) - contd

- (ii) A Hyperbaric Welder shall be entitled to a payment of \$2.73 per linear millimetre (effective from 21 October 1988) for a successfully completed weld. For the purpose of this clause, "successfully completed" means a weld which has been accepted by the client without the necessity for repair.
- (iii) Provided that in lieu of paragraph (ii) hereof a Hyperbaric Welder shall be entitled to payment of \$1.82 (effective from 21 October 1988) per linear millimetre for a weld which requires repair prior to being accepted by the client.
- (iv) The payments prescribed in paragraphs (ii) and (iii) hereof shall apply only to members of the nominated hyperbaric welding team who have been coded for that particular hyperbaric welding task.

24A - SUPERANNUATION

(a) The employer shall make a monthly contribution to the Professional Divers' Superannuation Fund in respect of each employee other than casual employees, including employees who are absent in accordance with the provisions of clauses 19, 21, 27, 31 and 32 of this award.

(b) Such contribution shall be calculated at 9.0 percent of the employee's gross wages for the respective category as prescribed by subclause 23(a) of this award.

(c) As of the first pay period to commence on or after 1 January 1989 such contribution shall be calculated at 10.0 percent of the employee's gross wages for the respective category as prescribed by subclause 23(a) of this award.

(d) Provided that the annual Superannuation contributions made by the employer shall not exceed the approved limit laid down by the Insurance and Superannuation Commission.

25 - PAYMENT OF WAGES

(a) Wages shall be paid to employees on a regular basis, either monthly, twice monthly, four weekly, fortnightly or weekly. Wages shall be accompanied by a wage advice slip showing details of the period in respect of which payment is made, gross wages, balance of off-duty days outside the regularly recurring roster deducted or accumulated, all allowances and all deductions.

(b) For the purpose of converting the monthly rate to a daily the following will apply:

"Annual rate" shall mean twelve times the monthly rate;
"Daily rate" shall mean 1/365 of the annual rate.

26 - 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) With the exception of employees engaged in operations rendering them subject to greater than atmospheric pressure, the average daily hours of work shall be no greater than twelve hours. Starting and finishing times shall be in accordance with a nominated regularly recurrent rostered schedule.

(c) If average hours of work extend beyond twelve hours per day on a regular basis, the employer shall reach agreement with the Association as to what steps need to be taken to reduce hours of work to no more than twelve hours per day.

27 - ANNUAL LEAVE

(a) A period of 28 consecutive days' leave including non-working days shall be allowed annually to an employee after twelve months continuous service in any one or more of the occupations to which this Part applies. Such 28 days' leave shall be exclusive of the off-duty periods associated with the duty period (as provided in clause 23 of this Award) immediately preceding the period of annual leave.

(b) Employees to whom subclause (a) hereof applies shall, before going on leave, be paid the wages and living away from home allowance they would otherwise have been paid had they not been absent.

(c) Annual leave shall be given and taken in a continuous period, or if the employer and employee so agree, in two separate periods and shall be given and taken within six months of falling due.

(d) (i) If in the first qualifying twelve monthly period with an employer employees lawfully leave the employment of the employer or their employment is terminated by the employer through no fault of the employees, they shall, in respect of the period worked, be paid the cash equivalent of annual leave in the same proportion which the period worked bears to a year. Such payment shall be calculated in the same manner as the payment prescribed in subclause (b) hereof. Provided that the living away from home allowance shall not be included.

(ii) If after the first qualifying twelve monthly period with an employer employees leave their employment or their employment is terminated by the employer for any reason whatsoever during any qualifying period for annual leave, they shall, in respect of the period worked, be paid the cash equivalent of annual leave in the same proportion which the period worked bears to a year. Such payment shall be calculated in the same manner as the payment prescribed in subclause (b) hereof. Provided that the living away from home allowance shall not be included for portions of less than a complete period of twelve months continuous service.

28 - TRANSPORTATION AND ACCOMMODATION

(a) At the beginning and end of each on-duty period the employer shall provide transport between the designated assembly point and the work site. Employees are required to present themselves at the designated point of embarkation by use of the transport provided by the employer or otherwise at their own expense. If the transport provided is in the form of a hired vehicle the employee shall be responsible for the care of the vehicle and if an accident occurs while the employee is in charge of the vehicle and is proven to be under the influence of illegal drugs or alcohol, the employer shall have the right to recover from the employee any cost incurred by the employer resulting from such accident.

(b) During the period of duty, employees who cannot reasonably return to their usual place of abode shall be provided with reasonable accommodation and meals, or where such accommodation and meals are not provided by the employer, they shall be reimbursed by the employer for costs reasonably incurred in respect of meals and accommodation.

(c) Compensation for the average costs of travel and time spent travelling are included in the monthly salaries.

(d) The employer shall notify the employees and the Association of the designated assembly point and point of embarkation for each job.

29 - DIVING CLOTHING

(a) Wet suits shall be of suitable fit and maintain Divers at a comfortable temperature during diving operations.

(b) Where the employer supplies each Diver with an individual wet suit, such wet suits may be provided from existing stock or shall be supplied new if the employee so requests.

Such wet suits shall remain the property of the employer and shall be returned upon termination of employment. Employees shall be responsible for general care, attention and maintenance of such wet suit whilst in their charge but costs of material or parts associated with such maintenance shall be met by the employer.

(c) The employer may provide other diving suits, including hot water suits in lieu of the provision of individual wet suits.

(d) The employer shall supply appropriate fire retardant clothing for use in the saturation complex to personnel whilst under pressure.

(e) Where employees are required to supply and maintain their own wet suit, they shall be paid an allowance of \$67.55 per month. Provided that in the case of casual employees the allowance shall be \$5.55 per day.

(f) Where an employee's wet suit has, in the supervisor's opinion, been subject to unusual damage or deterioration exceeding normal wear and tear through no fault of the employee, such wet suits shall be replaced free of charge by the company.

30 - PROTECTIVE CLOTHING AND EQUIPMENT

All industrial protective clothing and safety equipment other than that prescribed by clause 29 of this Award, which is required by the employer to be worn shall be supplied by the employer.

An employee who pursuant to this clause is supplied with protective clothing and/or safety equipment shall wear such clothing or equipment in such a way as to achieve the purpose for which it is supplied.

A full time employee shall be paid an amount of \$11.83 per calendar month or \$10.00 per 4 week pay period for the purchase of approved safety footwear. This allowance shall not be payable where safety footwear is not required to be worn. A casual employee shall be paid 84 cents per day.

A full time employee shall be provided with two pairs of overalls on commencement of initial employment with any one employer. Overalls shall be replaced after a total of twelve months of employment with that employer.

Casual employees shall receive one pair of overalls after fourteen days of employment with any one employer and shall receive an additional pair after each ninety one days of employment with any one employer.

31 - BEREAVEMENT LEAVE

An employee shall be entitled to seven on-duty days' bereavement leave without loss of pay on each occasion and on production of satisfactory evidence of the death of the employee's spouse, father, mother, brother, sister, child or parent-in-law. For the purpose of this clause, the word "spouse" shall include a de facto spouse.

Employees who are absent on such leave shall be paid their usual wages and allowances payable under the provisions of this Award as if at work with the exception of diving allowance and living away from home allowance and shall accrue all other benefits and entitlements as if at work.

32 - JURY SERVICE

Employees who are called for jury service and request to be excused from such jury service shall, if they are still required to attend for jury service, be paid their usual wages and allowances payable under the provisions of this award, as if at work with the exception of diving, diving clothing and protective clothing and living away from home allowance and equipment allowances and shall accrue all other benefits and entitlements as if at work.

Employees shall pay the employer all remuneration that they may receive in respect of jury service with the exception of transportation and meal allowances.

33 - HIGHER DUTIES

Where employees perform the duties of a higher paid classification for a day or part thereof they shall be paid at the higher rate for that day and an equivalent day in their off-duty period. For the purposes of this clause a higher paid classification shall mean a classification which with salary and allowances is a higher paid classification than the employee's current classification.

PART III - INSHORE

34 - APPLICATION OF PART III

This Part shall apply to the employment of persons in or in connection with diving in the provision of underwater services other than those covered by Part II of this award.

35 - DEFINITIONS

"Casual employee" shall mean an employee engaged in circumstances where the duration of the employment is less than four weeks.

"Diver" shall mean an employee trained and experienced in diving techniques, in underwater breathing, in the use of equipment used in diving operations, and in the administration of first aid. Before being classed or designated as a diver an employee shall spend a period of not less than six months as a diver's attendant/trainee diver or produce satisfactory documented evidence of diving experience qualifying the employee for the work to be performed.

"Diver's Attendant" shall mean an employee who has adequate knowledge of underwater work, the signals and communication devices used in diving operations, decompression procedures and equipment used in diving operations. The attendant shall carry out the function of attending a diver, including assisting the diver to dress and undress, handling hoses and or lifelines and such other duties as may be assigned by the diving supervisor. To qualify as a diver, the diver's attendant may carry out training dives with the consent of the employer under the direct supervision of a diving supervisor but shall not perform underwater services.

"Diving Supervisor" shall mean an employee appointed in writing by the employer to supervise diving operations, to instruct other Divers in diving techniques, to be responsible for safe diving practices and shall be competent to carry out all classes of diving. An employee shall have worked as a diver for a period of not less than six months before being designated as a diving supervisor.

"Hyperbaric Welder" shall mean 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.

"Non-destructive testing" shall mean the testing of structures by the methods of magnetic particle testing, ultrasonic testing and radiography.

"NDT Technician" shall mean an employee appointed by the employer to perform non-destructive testing duties and who is certified as a technician by the Australian Institute for non-destructive testing or other appropriate certifying body approved by the designated authority.

"NDT Technologist" shall mean an employee appointed by the employer to perform non-destructive testing duties and who is certified as a technologist by the Australian Institute for non-destructive testing or other appropriate certifying body approved by the designated authority and is employed within the classifications contained in clause 40 of this Award.

36 - SAFETY STANDARDS AND SAFE WORKING PRACTICES

- (a) (i) Each Diver bound by this Award shall keep a personal log book showing:
- (1) date and time of each dive;
 - (2) equipment and breathing medium used;
 - (3) bottom time and total time under compression;
 - (4) depth;
 - (5) reason for dive;
 - (6) decompression table used;
 - (7) geographic location
 - (8) employer's name;
 - (9) date of last previous medical examination and medical practitioner's recommendation of fitness to dive;
 - (10) remarks including any unusual aspects of dive or incidence of decompression sickness.

Such log book shall be signed by the diver and diving supervisor and shall be readily available at all reasonable times for perusal by an inspector.

Provided further that where more than two dives are made on any one day in depths of 30 feet or nine metres or less the divers may be added together and logged as one dive.

- (ii) On request, the employer shall supply a diver with the particulars of the times and depths of any decompression carried out in connection with a dive by that diver.

(b) The safety requirements of the appropriate government authority of the state in which the work is performed shall apply. In a state where there are no safety requirements of an appropriate Government authority, the Australian Standard AS2299 Underwater Air Breathing Operations as amended shall be regarded as a guide to safe diving practice.

- (c) (i) Employees who are subjected to greater than atmospheric pressure shall undertake an annual medical examination which shall include but not be limited to the requirement set out in Appendix A of the Standards Association of Australia Underwater Air Breathing Operations Standard AS2299.

Provided that the chest X-ray, audiogram and long bone X-rays need only be carried out at two yearly intervals.

DIVERS' AWARD 1988

36 - Safety standards and safe working practices (c) - contd

- (ii) The employer shall bear the cost of medical examinations required by this clause, provided that the medical practitioner shall enter in the Diver's log book that the Diver is "fit for diving" or "not fit for diving" as the case may be, and further, that the details of the results of the examination shall be the property of the employer; however upon request the employee shall be supplied with the details of such medical examination.

37 - INSURANCE AND ACCIDENT PAY

(a) The employer shall ensure that an employee is covered by a Workers Compensation Act or Accident Compensation Act or by an insurance policy providing benefits not less than those applying under the Workers' Compensation Act or Accident Compensation Act in force in the State or Territory in which the employer's business is registered.

Accident pay

- (b) (i) An employer shall pay an employee accident pay where the employee received an injury for which weekly payments or compensation are payable by or on behalf of the employer pursuant to the provisions of the appropriate Workers' Compensation Act or Accident Compensation Act.
- (ii) "Accident Pay" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the said appropriate Workers' Compensation Act or Accident Compensation Act and the employee's appropriate ordinary Award rate, or where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said Award rate for that period.

An employer shall pay, or cause to be paid, accident pay during the incapacity of the employee within the meaning of the said Acts until such incapacity ceases, until payments of compensation cease, or until the expiration of 52 weeks from the date of injury, whichever event shall first occur.

- (iii) The liability of the employer to pay accident pay in accordance with this clause shall arise at the expiration of a period of five days from the date of the injury or accident in respect of which compensation is payable under the said appropriate Acts, and 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 pay as provided in this clause.
- (iv) In the event that the employee receives a lump sum in redemption of weekly payments under the said Acts, the liability of the employer to pay accident pay as herein provided shall cease from the date of such redemption.

38 - SICK LEAVE

(a) After four weeks' service employees, other than casual employees, who are absent from work on account of personal illness or on account of injury by accident for which they are not entitled to workers' or accident compensation shall, on production within 48 hours of the commencement of such absence of evidence of their illness or injury satisfactory to their employer, be entitled to leave of absence on the prescribed rate of pay for a period of ten working days.

Provided that where employees with more than four weeks service with an employer in the previous twelve months are terminated by the employer and are subsequently re-engaged, other than as a casual employee by that employer within a period of three months, they shall immediately upon re-engagement be entitled to such sick leave as was standing to their credit prior to termination.

Provided further that employees shall not be entitled to accrue more than the prescribed amount of sick leave for their classification in a twelve month period from the date of original entitlement of such sick leave.

(b) Such sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) hereof which has not been allowed to an employee by the employer as paid sick leave may be claimed by the employee and, subject to the conditions herein prescribed, shall be allowed by the employer in any subsequent year without diminution of the sick leave prescribed in respect of that year.

Provided that no employee shall be entitled to receive, and no employer shall be bound to make payment for more than eight weeks' absence from work through illness in any one year.

(c) In the event of employees who are required to be subjected to greater than atmospheric pressure suffering any serious illness or injury resulting in inability to perform any work in circumstances in which workers' or accident compensation was not payable, they shall be given an extra two weeks' sick leave with the employer having the right to have them medically examined and approved for sick leave by a doctor nominated by the employer. The provision of four weeks' sick leave is to cover a situation of disabling illness or injury in one year. Disabling illness or injury shall mean an illness or injury which prevents an employee from diving or being subject to greater than atmospheric pressure but not from performing any other activity under the provisions of this Award.

(d) Subject to the provisions of this sub-clause, the provisions of this clause apply to employees who suffer personal ill health or injury during the time when they are absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place in paid annual leave:

- (i) Application for replacement shall be made within seven days of resuming work and then only if employees were confined to their place of residence or a hospital as a result of their personal ill health or injury for a period of seven consecutive days or more and produce a certificate from a registered medical practitioner that they were so confined.

DIVERS' AWARD 1988

38 - Sick leave (d) - contd

- (ii) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee is entitled at the commencement of annual leave and shall not be made with respect to fractions of a day.
- (iii) Where paid sick leave has been granted by the employer in accordance with the provisions of this sub-clause, that portion of the annual leave equivalent to the paid sick leave will be replaced by the paid sick leave and the reinstated annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid in accordance with the provisions of subclause 47(e) of this award.
- (iv) Payment for replaced annual leave shall be at the wage rate applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in clause 47(d) of this award shall be deemed to have been paid with respect to the replaced annual leave.

39 - CONTRACT OF EMPLOYMENT

Weekly employment

- (a) (i) All employees except casual employees shall be employed by the week. Provided that where employment is of less than four weeks duration employees shall be paid casual rates.
- (ii) Employment shall be terminated by a week's notice, on either side, given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employee without such notice for malingering, inefficiency, neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only; or to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

Provided that in regard to a breakdown in machinery, or a stoppage of work caused by inclement weather conditions, no deductions shall be made except in respect of days which occur after such breakdown or stoppage has continued for more than five consecutive working days, inclusive of the day of the breakdown or stoppage caused by inclement weather conditions.

39 - Contract of employment (a) (ii) - contd

Where employees have given notice or been given notice as aforesaid they shall continue in their employment until the date of the expiration of such notice. Any employee who, having given notice or having been given notice as aforesaid without reasonable excuse (proof of which shall be on them), absent themselves from work during such period shall be deemed to have abandoned their employment and shall not be entitled to payment for work done by them within that period.

- (iii) Where weekly employees attend for work at the usual starting time and are told for the first time that they are stood down in accordance with this clause they shall be entitled to be paid fares and travelling time in accordance with clause 45 of this award.

Casual employment

- (b) (i) Casual employment shall be terminated by four hours' notice on either side, or by the payment or forfeiture of four hours' wages as the case may be.
- (ii) Where casual employees are required to attend for work at the usual starting time and are not required to start work they shall be paid four hours pay plus fares and travelling time in accordance with clause 45 of this award.

40 - WAGE RATES

- (a) Weekly employees shall be paid the amounts set out hereunder:

<u>Classification</u>	<u>Per week</u>	
	A	B
	As of 21.10.88	As of 2.3.89
	\$	\$
Diving supervisor	587.90	597.90
Hyperbaric welder	559.70	569.70
Diver	522.30	532.30
Diver's attendant	364.30	374.30

- (b) A casual employee shall be paid an hourly rate with a minimum payment of eight hours. The rate is 1/33 of the weekly rate plus twenty per cent.

- (c) In addition to the rates set out in subclause (a) hereof a Diver shall be paid a diving allowance of 74 cents per foot (effective from 21 October 1988) or \$2.43 per metre of water or equivalent pressure. Such allowance shall be payable once in respect of the greatest depth or equivalent pressure incurred each day.

Provided that the diving allowance specified herein shall only apply to dives made in excess of 50 feet or fifteen metres of water or equivalent pressure or when decompression is necessary whichever shall occur first and shall be calculated from the surface to the maximum depth or equivalent pressure attained during the dive.

40 - Wage rates - contdPractice or training dives

(d) The diving allowance referred to above shall not be paid to persons performing practice or training dives. Underwater services shall not be performed for the employer during practice or training dives.

(e) Diving supervisors shall receive twenty per cent of the average diving allowance paid to divers under their control. Average diving allowance will be calculated daily by dividing the total diving allowance earned by divers whilst under the control of a diving supervisor by the number of divers who earned diving allowance on that day.

(f) Employees engaged in non-destructive testing duties shall, in addition to the salary rate applicable to their classification, be paid an allowance for each day or part thereof on which they are engaged in such duties. The allowance shall be \$36.54 per day in respect of an NDT Technologist and \$18.26 per day in respect of an NDT Technician. These allowances are effective from 21 October 1988.

Hyperbaric welding payments

- (g) (i) The hyperbaric welding rate specified in subclause (a) hereof shall apply from the date an employee is required to carry out duties related to the welding to be performed. The payment shall cease when the employee is no longer required by the employer to carry out tasks related to the welding.
- (ii) A hyperbaric welder shall be entitled to a payment of \$2.73 per linear millimetre for a successfully completed weld. For the purpose of this clause, "successfully completed" means a weld which has been accepted by the client without the necessity for repair.
- (iii) Provided that in lieu of paragraph (ii) hereof a hyperbaric Welder shall be entitled to payment of \$1.82 per linear millimetre for a weld which requires repair prior to being accepted by the client.
- (iv) The payments prescribed in paragraphs (ii) and (iii) hereof shall apply only to members of the nominated hyperbaric welding team who have been coded for the particular hyperbaric welding task, and they are effective from 21 October 1988.

41 - PAYMENT OF WAGES

(a) Wages shall be paid weekly and the employer shall not keep more than two days pay in hand. Employees kept waiting for their wages on pay day for more than fifteen minutes after the usual time for ceasing work shall be paid overtime rates after that fifteen minutes.

(b) Upon termination of the employment, wages due to employees shall be paid to them on the day of such termination or forwarded to them by post on the next working day.

(c) Payment of wages shall be accompanied by a wages advice slip showing details of the period in respect of which payment is made, gross wages at ordinary rates, gross wages at overtime rates, all allowances and all deductions.

42 - HOURS OF WORK

(a) The ordinary hours of work shall not exceed six hours and 36 minutes per day which may be worked between 6.00 a.m. and 6.00 p.m. Monday to Friday.

(b) Work undertaken prior to the spread of hours provided by subclause (a) hereof for which overtime rates are payable shall be deemed for the purposes of this clause to be part of the ordinary hours of work.

(c) The spread of hours provided by subclause (a) hereof may be altered by mutual agreement between the employer and full time employees or in the case of casual employees by agreement between the employer and the Association.

(d) Where employees are not employed on diving operations as such during the full six hours and 36 minutes in any one day, the employer shall have the right to use their services on other work for any time remaining.

43 - OVERTIME

(a) As of the first pay period to commence on or after 1 January 1989 all time worked in excess of the hours prescribed by clause 41 of this Award shall be paid at the rate of time and one-half for the first two hours and double time thereafter and all time worked on a Saturday shall be paid for at time and one half for the first two hours and double time thereafter.

(b) All time worked on a Sunday shall be paid for at double time.

(c) Employees including casual employees who work on a Saturday or Sunday shall be paid for a minimum of four hours work.

(d) Employees including casual employees who are called back to work after the usual finishing time shall be paid for a minimum of four hours' work at overtime rates.

44 - MEAL BREAKS AND ALLOWANCES

(a) Employees shall be entitled to a meal break of a duration and at a time fixed by mutual agreement provided that no employee shall work more than three hours without such a break.

(b) Employees who are required to work overtime for more than two hours on any day after the usual finishing time shall be entitled to an allowance of \$5.40 meal money unless they had been notified the previous day that their services would be required or a hot meal is provided by the employer; provided that where employees are notified that they will be required to work overtime the following day and such order is cancelled after they have left work on the day on which they were notified they shall be paid the sum of \$5.40 meal money.

45 - FARES AND TRAVELLING TIME

(a) Employees who commence and finish work within a 50 kilometre radius of the General Post Office in the city or town in which the employer's registered business address is situated shall receive a fare allowance of \$8.70 per day.

45 - Fares and travelling time - contd

(b) Where employees commence and finish work beyond the 50 kilometre radius referred to in subclause (a) hereof they shall be reimbursed for the actual fares hereof incurred and all time spent travelling beyond this radius shall be paid at ordinary rates.

46 - DISTANT WORK

(a) For the purpose of this clause distant work is that in respect of which the distances or the travelling facilities to and from such places of work make it reasonably necessary that employees shall live and sleep at some place other than their usual place of residence at the time of commencing such work; provided that if employees whilst employed on distant work change their usual place of residence such new place of residence or any further change thereof (if made whilst employed on distant work) shall be their usual place of residence for determination of whether the work is distant work within the meaning of this clause.

(b) Employees engaged on distant work shall be conveyed with equipment to and from work at their employer's expense. Such conveyance shall be made only once unless the employee is recalled and sent again to the place of work, when it shall be made each time that this happens; provided that return fares and travelling time need not be paid to employees who:

- (i) leave the employment of their own free will before the completion of the job or before being three months in such employment, whichever first happens, or is discharged for incompetence within one week of engagement;
 - (ii) is discharged for misconduct.
- (c) (i) The rate of pay for time occupied in travelling to and from distant work shall be ordinary rates, except on Sundays and holidays when it shall be time and one-half. Employees shall also be paid an amount of \$4.20 to cover the expenses, if any, of reaching home and of transporting their personal diving equipment.
- (ii) The maximum travelling time to be paid for shall be twelve hours out of every twenty-four hours, or when sleeping berth is provided by the employer for all night travel, eight hours out of every twenty-four hours.
- (d) (i) On distant work the employer shall provide reasonable board and lodging. Provided that in special circumstances employees may be paid, by mutual agreement with the employer, an allowance of \$219.50 per week or such greater amount as may be agreed upon, in return for which employees shall be responsible for securing their own accommodation and meals and the employer shall be deemed to have discharged all obligations under this subclause. In the case of broken parts of the week occurring at the beginning or ending of the employment on a distant job the allowance shall be \$31.40 per day or 1/7 of any other weekly amount agreed upon.

46 - Distant work (d) - contd

- (ii) Reasonable board and lodging for the purposes of this clause shall mean lodging in a well kept establishment with adequate furnishings, good bedding, good floor coverings, good lighting and heating in either a single room or a twin room if a single room is not available, with hot and cold running water, bath or shower and toilet available to guests on the premises.

(e) Employees who consent to use their own vehicle in the course of their employment shall be paid an allowance of .46 cents per kilometre. This allowance is for the use of the vehicle by the employee for transporting the employee and the employee's personal diving equipment.

47 - ANNUAL LEAVE

(a) A period of 28 consecutive days' leave, including non-working days, shall be allowed annually to an employee after twelve months' continuous service in any one or more of the occupations to which this part applies.

(b) Subject to this subclause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 48 of this Award and if any such holidays fall within an employee's period of annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

Where a holiday falls as aforesaid and employees fail without reasonable cause (proof whereof shall be upon them) to attend for work at their ordinary starting time on the working day immediately following the last day of their period of annual leave, they shall not be entitled to be paid for any such holiday.

(c) The annual leave shall be given and taken in a continuous period, or if the employee and the employer so agree, in two separate periods. It shall be given and taken within six months of falling due.

(d) Employees to whom subclause (a) hereof applies shall, before going on leave, be paid the wages they would otherwise have been paid pursuant to clause 40 of this Award had they not been absent, plus an annual leave loading of 17.5 per cent of that amount.

(e) If employees:

- (i) after one weeks employment in their first qualifying twelve month period with an employer lawfully leave the employment of the employer or their employment is terminated by the employer through no fault of the employee; or
- (ii) after twelve months continuous service with an employer leave their employment or their employment is terminated by the employer, they shall be paid pro rata to their period of service at the rates prescribed in clause 40 of this Award.

48 - PUBLIC HOLIDAYS

(a) Weekly employees shall be entitled to the following public holidays without loss of pay: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, Christmas Day and Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively.

(b) Provided that by mutual agreement between any employer and employee any other day may be substituted.

(c) An employee who was absent from work on the working day preceding or the working day following the holiday or two or more consecutive holidays or on both of such working days shall not be entitled to payment for the holiday or holidays unless the employee produces or forwards evidence, satisfactory to the employer, that the absence was due to a good and satisfactory cause.

(d) All work done on public holidays shall be paid for at the rate of double time and one half with a minimum payment for four hours work.

49 - DIVING CLOTHING AND EQUIPMENT

Employees who supply their own wet suits and personal diving equipment including weightbelt and diving knife shall be paid, in addition to the ordinary rate an allowance of \$5.55 per day on each day on which the equipment is used.

50 - PROTECTIVE CLOTHING AND EQUIPMENT

All industrial protective clothing and safety equipment other than that prescribed by clause 49 of this Award which is required by the employer to be worn shall be supplied by the employer.

An employee who pursuant to this clause is supplied with protective clothing and/or safety equipment shall wear such clothing or equipment in such a way as to achieve the purpose for which it is supplied.

Casual employees, may in lieu of provision of footwear, be paid an amount of \$2.00 day of employment for the purchase of approved safety footwear. This allowance shall not be payable where safety footwear is not required to be worn.

51 - BEREAVEMENT LEAVE

Employees shall be entitled to two days bereavement leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's spouse, father, mother, brother, sister, child or parent-in-law. For purposes of this clause, the word "spouse" shall include a de facto spouse.

SCHEDULE OF RESPONDENTS

NORTHERN TERRITORY

Arafura Diving and Salvage, 9 Pott Moil, Darwin 0800
Barclay Bros. Pty Ltd., Sandgroves Crescent, Winnellie 0820
Darwin Diving Academy, 30 Chrisp Street, Rapid Creek 0810
Darwin Scuba Centre, 6 Edmunds Street, Darwin 00800
N & B Marine, Stuart Highway, Winnellie 0820
Sand Pebbles Dive Shop, 17 Todd Crescent, Darwin 0800
Territory Diving Services, Shop 9, Fannie Bay Place, Fannie Bay 0820

QUEENSLAND

Aqua-Lift Salvage and Diving Service, Lot 11, Nambucca Crescent, Pimpama 4209
Aqua-Nautic Pty Ltd, 12 Yeronga Street, Yeronga 4104
Mike Ball Water Sports, 252 Walker Street, Townsville 4810
Barnes Reefdiving Services, 153 Victoria Street, Mackay 4740
Barrier Reef Diving Services, The Esplanade, Airlie Beach 4800
B.D. Services, Acacia Avenue, Beerburum 4517
Bottom of the Harbour Diving Services, 2 Waterson Road, Airlie Beach 4800
Brisbane Dive Systems, 536 Rode Road, Chermside 4032
Broken Bay Light Salvage and Diving Services, 39 Main Street, Dundula, Mackay 4740
Budget Demolitions, 65 Telford Street, Birginia 4014
Cairns Deep Sea Divers Den, 319 Draper Street, Parramatta Park, Cairns 4870

⁽¹⁾Print G6244 [P010]

⁽²⁾Print H3595 [P010]

Schedule of respondents - Queensland - contd

Mr Frank Curtin, 92 Hansen Street, Moorooka 4105
Demevel Demolitions Pty Ltd, 26 Industries Road, Salisbury 4107
The Diving Academy, 24 Goondoon Street, Gladstone 4680
East Coast Marine Contractors, 63 Ellerdale Street, Aspley 4038
Engwirda Salvage Pty Ltd, 12 Yeronga Street, Yeronga 4104
Flamingo Bay Research, 34 Hazel Street, Toowoomba 4350
W.A. & D.E. Gardner, 7 Evelyn St, Kallangur 4503
Gladstone Diving Service, 25 Banksia Ave, Gladstone 4680
Halifax Marine, 51 Herbert Street, Ingham 4850
Harris Undersea Services, 44 Higgins St, Gladstone 4680
John Holland, Construction Pty Ltd, Cnr Chasley St & Coronation Drive,
Auchenflower 4066
Hollingsworth Consultants, 445 Upper Edward St, Brisbane 4000
Industrial Divers Pty Ltd, 3 Taldora St, Keperra 4054
Peter Le Muth Diving Services, 128 Samsonvale Road, Strathpine 4500
Lichtnauer Enterprises, 19 Rosalie St, Bardon 4065
Mackay Diving, 1 Mangrove Road, Mackay 4740
McDougal Ireland Pty Ltd, 20 Airy Street, Wacol 4076
McQuade Dredging Co. Pty Ltd, 72 Burleigh Street, Burleigh Waters 4220
Marine Construction & Maintenance Pty Ltd, 9 McConnell St, Bulimba 4171
Marine Contracting Pty Ltd, 22 Wright Street, Bulimba 4171
North Queensland Pro Diving and Salvage, 204 Ireland Street, Oonoonba
4811
Pacific Diving Services Pty Ltd, 20 Railway Street, Southport 4215
Perrot Salvage and Construction Pty Ltd, 54 Wirrah Close, Bayview
Heights, Cairns 4970
Pro-Dive Brisbane, 20 Samford Road, Alderley 4051
Pro-Diving Services Cairns, Marine Parade, Cairns 4870
Queensland Construction Diving Services, 91 Phillip St, Mackay 4740
Queensland Employers Federation, 375 Wickham Terrace, Brisbane 4000
Realfs Diving Services, 6 Wilmott Street, Gladstone 4680
Mr G. Richards, 2 Act Court, Alexander Hills 4161
Riverside Constructions Pty Ltd, 44 Agnes St, Thornside 4158
Rockhampton Diving, 61 High Street, North Rockhampton 4700
Sea-Lab Systems, 34 Chester Street, Fortitude Valley 4006
Smit Marine Pty Ltd, 12 Victoria Street, Mackay 4740
Sub-Marine Cleaning Services, 27 Dunne Avenue, Hope Island 4212
Sub-Ocean c/o The Dive Bell, 141 Ingham Road, Townsville 4810
Theiss Contractors Pty Ltd, 146 Kerry Road, Archerfield 4108
Neil Todkill marine Services, 303 Adelaide St, Brisbane 4000
Townsville Slipways, GPO Box 1707, Townsville 4810
Whitsunday Diving Services, 34 Manooka Drive, Cannonvale, Airlie Beach
4741
Mr R.L. Zangari, 42 Brae St, Rockhampton 4700

AUSTRALIAN CAPITAL TERRITORY

Underwater Systems Aus. Pty Ltd, 24 Vickers Crescent, Flynn 2615

Schedule of respondents - contd

NEW SOUTH WALES

A.A. Marine Divers Pty Ltd, 25 Palmerston Avenue, Bronte 2024
 A.V. Abbey, Rear 457 Miller Street, Cammeray 2062
 Action Divers, 410 Maitland Rd, Mayfield West 2304
 Advanced Diving Services, 59 Duncan Street, Vincentia 2540
 Atlantis Divers, Governor Phillip Pk, Palm Beach 2108
 Aurora Diving Pty Ltd, 55 Kowara Crescent, Merimbula 2548
 Aus Underwater Engineering, 22 Polonia Avenue, Plumpton 2761
 B.B. Diving Services, 182 Northam Avenue, Bankstown 2200
 Baxter Contractor Pty Ltd, 177 The Entrance Road, Erina 2250
 Birch Bros Mooring Services, 12 Darwin Street, West Ryde 2144
 Boat Recovery Services, 14 Clegg Street, Artarmon 2064
 Buchanan's Arrow Marine Services, 17 Dora Street, Eastwood 2122
 Andy Cameron Diving Services, 38 Kingsway Street, Cronulla 2230
 Clareville Underwater Maintenance, 231 Hudsons Pde, Clareville 2107
 Clovelly Divers Service, 355 Clovelly Rd, Clovelly 2031
 Coastal & Inland Diving Service, 145 Northcott Dve, Adamstown Heights 2289
 Colvic Marine Australia Pty Ltd, 133 Alexander Street, Crows Nest 2065
 Commercial Diving Service Pty Ltd, South Avondale Rd, Dapto 2530
 Dan Fitzhenry & Partners, Inc, Land & Marine Consultants Pty Ltd, Hydrographic House, 8 Cowdroy Avenue, Cammeray 2062
 Deep Six Diving Pty Ltd, 1057 Victoria Rd, West Ryde 2144
 Demril Pty Ltd, 110 Janet Street, Merewether 2291
 Divemaster Services, 169 Taren Point Road, Taren Point 2229
 The Diving Co, Pty Ltd, 6 Rowe Street, Harbord 2096
 Diving and Underwater Construction Services Pty Ltd, 13/14 Hosking Street, East Balmain 2041
 Mr P.R. Doney, Commercial Diving Contractor, 144 Luxford Rd, Whalan 2770
 Eastern Seaboard Marine Services, 37 Prince Albert Pde, Newport Beach 2106
 Employers Federation of NSW, 313 Sussex St, Sydney 2000
 Engineering Testing and Research Services (NSW) Pty Ltd, 85 Carnarvon Street, Auburn 2144
 Gosford Diving Services, 310 Trafalgar Ave, Umina 2257
 Gray Diving Services Pty Ltd, P.O. Box 43, 365 West Botany St, Rockdale 2216
 Harbourside Marine Contractors, 14 Prince Albert Street, Mosman 2088
 John Holland (Constructions) Pty Ltd, 182 Blues Point Rd, North Sydney 2060
 The Hornibrook Group, 99 Nicholson Street, St. Leonards 2065
 Mr J. Hughes, 66 Coonawarra Court, Yamba 2464
 Hunter Allied Divers Pty Ltd, 127 Young Street, Carrington 2294
 Hunter Construction and Marine Services Pty Ltd, 21 East Crescent, McMahons Point 2060
 Illawarra Aqua Centre, 229 Windang Rd, Windang 2503
 Independent Pool Service, 864 King Georges Rd, Hurstville South 2221
 International Seawork Pty Ltd, 34 East Street, Five Dock 2046
 Mr J. Jacobs, 25 Palmerston Avenue, Bronte 2024
 Johnson W. Marine Salvage Pty Ltd, 242 Dora Street, Dora Creek, Morisset 2264
 Kratscill Dive Services, 15 Billarong Avenue, Dee Why 2099
 Lake Marine and Mooring Pty Ltd, 4 Robey Crescent, Coal Point 2283

Schedule of respondents - NSW - contd

Lewis Anchorages, 13 Mangrove Lane, Taren Point 2229
 Malway Diving Services, 23 Browning Road, Turrumurra 2074
 McConnell, Dowell Constructors Ltd, 7th Floor, 8 West Street, North Sydney 2060
 Mid Coast Divers, The Marina, Park Street, Port Macquarie 2444
 Mid Coast Divers (St Ives), 194 Mona Vale Road, St Ives 2075
 Newcastle Aqua Divers Pty Ltd, 656-658 Hunter St, Newcastle West 2302
 Osprey Mooring Service, 12 Queen Street, Concord 2137
 Osprey Salvage & Diving Services, Lavender Crescent, North Sydney 2060
 Palm Beach Barge Mooring and Salvage Services, 23 Powderworks Road, Narrabeen 2101
 Palm Beach Marine Service Pty Ltd, 1017 Barrenjoey Road, Palm Beach 2108
 Phillip Diving Services, 14 Carter Road, Brookvale 2100
 Pittwater Mooring Services, 68A Princes Lane, Newport 2106
 Mr R.D. Poole, 45 Paine Street, Maroubra 2035
 Port Hacking Marine Services Divers, 22 Kareena Road, Miranda 2228
 Port Jackson Diving Services, 22 James Street, Punchbowl 2196
 Portside Marine, 79 Tamar Street, Ballina 2478
 T.D. Preece & Co. Pty Ltd, 265 Condamine Street, Manly Vale 2093
 Pro-Diving Services - Jervis Bay, 74 Owen Street, Huskisson 2540
 Pro-Diving Services Pty Ltd, 27 Alfreda Street, Coogee 2034
 Robmarine Diving Service, 169 Bay Road, Arcadia 2159
 R.U. Diving Services, 4 Peckham Avenue, Chatswood 2067
 Sea-Coatings (Australia) Pty Ltd, 1 Tonkin Street, Cronulla 2230
 Alan Shand, Mobile Divers, 9 Beach Street, Merimbula 2548
 Ships Hull Cleaning Services, 106 Louisa Road, Birchgrove 2041
 Shoal Haven Commercial Divers, 10 Wasson Street Arcade, Ulladulla 2539
 Bill Silvesters Sports Scene, 9 Lawson Street, Byron Bay 2481
 Solitary Islands Diver Services Pty Ltd, 396B High St, Coffs Harbour 2450
 Southern Commercial Divers, 229 Windang Rd, Windang 2503
 South West Rocks Marine & Auto Centre, Gregory St, S.W. Rocks 2441
 Subsea Technicians, 171 Taren Point Rd, Taren Point 2229
 Sydney Marine Yacht Service, 346 Edgecliff Road, Edgecliff 2027
 Ulladulla Dive Company, 75 Princes Highway, Ulladulla 2539
 M.W. Vierow and Co. Pty Ltd, 6 Bellbird Crescent, Merimbula 2548
 White Industries Pty Ltd, 201 Pacific Highway, North Sydney 2060
 Wilson Diving Co Pty Ltd, 127 Young St, Carrington 2294

VICTORIA

Australian Chamber of Manufactures, 370 St Kilda Road, Melbourne 3004
 Henri Bource Diving Co, 119 Rouse St, Port Melbourne 3207
 Citra Constructions Ltd, 689 Burke Street, Camberwell 3124
 Comex Offshore Aust Pty Ltd, 3 Francis Court, Sale 3850
 Costain Australia Ltd, 147 Eastern Road, South Melbourne 3205
 Denso (Aust) Pty Ltd, 411 Victoria Street, Brunswick 3056
 Fortuna Diving, 51 Severn Street, Balwyn 3103
 J. Ray McDermott (Aust) Pty Ltd, 10 Mark Avenue, Sale 3850
 Oceaneering Aust. Pty Ltd, 141 Patten Street, Sale 3850
 Outboard Motor Salvage, 2 Clerk Street, Bayswater 3153
 South Eastern Marine & Salvage, 42 Pound Road, Hastings 3915
 Transfield Pty Ltd, 80 Fairbank Road, Clayton 3168
 Twikler's C. & M. Diving Services, 51 Severn St. Balwyn 3103
 Undersea Marine Services, P.O. Box 214, World Trade Centre, Melbourne 3005

Schedule of respondents - Victoria - contd

Underwater Training Centre, P.O. Box 943, Morwell 3840
 Vibropile Pty Ltd, 69 Grange Road, Cheltenham 3192
 Victorian Port Phillip Divers, 24 Hearn St, North Altona 3025
 Western Diving Services, 559 Mount Alexander Road, Moonee Ponds 3039
 Mr F. Zeigler, RMB 4577 Cashmore 3306

TASMANIA

Aqua Scuba Diving Services Pty Ltd, 54 Collins St, Hobart 7000
 Dive Cons., Bridge Road, Longford 7301
 Good Deal Divers, 1 Beach Road, Ulverstone 7315
 H.J. Griffiths Scuba Centre Tasmanian Diving Services, 62 Bass Highway,
 East Wynyard 7325
 A.D. Lewis Pty Ltd, 287 Liverpool St, Hobart 7000
 Mantissa Divers, 6 Burrow Street, Prospect 7250
 Maritime Research (Tas), 11 Albert Street, Youngtown 7249
 Statewide Diving Service Pty Ltd, Main Street, Sheffield 7306
 Tasmanian Diving Services, 62 Scenic Drive, East Wynyard 7325

SOUTH AUSTRALIA

Divers International Pty Ltd, 510 Goodwood Road, Daw Park 5041
 Divers Service, 80 Grange Rd, Welland 5007
 Lawrie Diving and Marine Pty Ltd, 7 Jenkins Street, Birkenhead 5015
 Marine Industries Pty Ltd, Moorehouse Road, Port Adelaide 5015
 Seaca Pty Ltd, 72 Suttontown Rd, Mount Gambier 5290
 Sea-Coatings S.A. Pty Ltd, P.O. Box 517, Whyalla 5600
 Taylor J.N. & Co. Ltd, 15 Nile St, Port Adelaide 5015
 West Coast Diving Service, Osborn Street, Whyalla Norrie 5608

WESTERN AUSTRALIA

A.A.I. Mooring Company, 19 Rheola Street, West Perth 6005
 A. and D. Diving Services, 3 Margery Road, Wyckombe 6057
 A.J. Marine Contracting, 10 Greville Way, Girrawheen 6064
 A.S. and D.P. Badger, Stewart Street, Broome 6725
 Blue Seas Developments, Deepwater Point, Via Broome 6725
 Blue Water Hull Cleaning Services, 30 Harry Way, Willetton 6155
 Coburn Diving Company, 34 Bass Road, Bull Creek 6155
 Contract Diving Services Pty Ltd, 168A Stirling Hwy, Nedlands 6009
 Cossack Pearls, 32 Chester Street, Fremantle 6160
 Mr C.W. Davies, 15 Bell Street, Rockingham 6168
 Diver I Diver II Co., Richardson Road, South Coogee 6166
 Diving Services, Suite 4, 89 South Terrace, Fremantle 6160
 Franmarine Underwater Services Pty Ltd, 41 Wood Street, Fremantle 6160
 Geraldton Diving Service, 36 Urch St, Geraldton 6530
 Hughes Diving Service, 36 Urch St, Geraldton 6530
 Master Engineering, 120 Beechboro Road, Bayswater 6053
 Kevin Nuttal Diving & Associates, 27 De Grey Crescent, Dampier 6713
 Pearl Emporium, Dampier Terrace, Broome 6725
 Penguin Diving Pty Ltd, 46 Second Avenue, Shoalwater 6169
 Rottnest Marine Salvage, 78 Harris Road, Bicton 6157
 Samson Diving Services, 87 Court Street, Point Samson, Wickham 6720
 Southcoast Divers, 115 Stead Rd, Albany 6330

Schedule of respondents - Western Australia - contd

South West Diving Centre, Hennessy Rd, Bunbury 6230
Subsea International Australia Pty Ltd, 256 Adelaide Terrace, Perth 6000
Taylor Diving and Salvage Co Pty Ltd, 21 Alloa Street, Maddington 6109
Taylor Woodrow International Ltd, 78 Mill Point Road, South Perth 6000
W.A. Mooring Services, 34 Bass Road, Bull Creek 6155
Western Pro-Diving Services, 2 O'Beirne Street, Claremont 6010

RESERVED RESPONDENTS

Australian Dredging & General Works Pty Ltd, 1001 Nepean Highway,
Moorabbin, Vic. 3189
Australian Maritime Services and Contracting Pty Ltd, Port Stanvack,
Lonsdale S.A. 5160

** end of text **