



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Hope Diving Services Australia Pty Ltd T/A HDSA Group**  
(AG2023/627)

## **HOPE DIVING SERVICES AUSTRALIA PTY LTD ENTERPRISE AGREEMENT 2023-2027**

Building services

DEPUTY PRESIDENT BOYCE

SYDNEY, 27 MARCH 2023

*Application for approval of the Hope Diving Services Australia Pty Ltd Enterprise Agreement 2023-2027*

[1] An application has been made for approval of an enterprise agreement to be known as the *Hope Diving Services Australia Pty Ltd Enterprise Agreement 2023-2027* (**Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**Act**). It has been made by Hope Diving Services Australia Pty Ltd (**Employer**). The Agreement is a single enterprise agreement.

### Undertakings

[2] The Employer has provided written undertakings dated 22 March 2023. Those undertakings are attached at **Annexure A** to this decision and become terms of the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant provisions of the *Building and Construction General On-site Award 2020*), and that the undertakings will not result in substantial changes to the Agreement.

### Conclusion

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act, as are relevant to this application for approval, have been met.

[4] I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 April 2023. The nominal expiry date of the Agreement is 27 March 2027.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE519577 PR760610>

Annexure A

MARINE CONSTRUCTION  
COMMERCIAL DIVING



CIVIL CONSTRUCTION  
HEAVY EQUIPMENT

Wednesday, 22 March 2023

Att: Deputy President Boyce,

FWA Matter: AG2023/627 Application for approval of Hope Diving Services Australia Pty Ltd Enterprise Agreement 2023-2027


I, Anthony Hopewell, a Director of Hope Diving Services Australia Pty Ltd of unit 7, 141 Hartley Road, Smeaton Grange NSW (Employer), hereby give the following undertaking at the request of Fair Work Australia (FWA):

We agree that to satisfy the further concerns of Deputy President Boyces as set out below:

UNDERTAKING BY THE APPLICANT

The applicant provides the following undertakings in respect to the Hope Diving Services Australia Pty Ltd Enterprise Agreement 2023-2027, lodged with Fair Work Australia for a variation on agreement lodged on 15<sup>th</sup> March 2023.

- 1) Date of commencement shall operate 7 days after the approval by the FWC as per the s. 54 (1).
- 2) Clause 2 insert the following shift worker definition:  
*"continuous shiftworker" means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least 6 consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts.*
- 3) Clause 3.1 & Appendix A, Apprentices will be paid the base hourly rate as per the award. Apprentices will be paid the above award allowances as per Appendix A including travel, ACIRT, Industry, Special, Safety Boot and Tool Allowances. Providing for Apprentices to be better off overall between \$34 and \$54 per week for the duration of the agreement as a minimum.

Signed:   
Anthony Hopewell,  
Director on behalf of the Employer

Date: 22<sup>nd</sup> March 2023

ABN: 41 133 822 474  
PO Box 3227  
NARELLAN DC NSW 2567

HDSAGROUP.COM.AU

t: +61 2 4647 6266  
f: +61 2 4647 5822

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**



**HOPE DIVING SERVICES AUSTRALIA PTY LTD  
T/A HDSA GROUP**

**ABN 41133 822 474**

**Enterprise Agreement  
2023 - 2027**

## Contents

Contents.....	2
1. Title .....	4
2. Definitions.....	4
3. Coverage .....	4
4. The Award.....	4
5. NES Precedence .....	4
6. Date and Operation .....	4
7. Commitment.....	4
8. Objectives.....	5
9. Consultative Process .....	5
10. Warranties by Employees .....	7
11. Employment Roles .....	7
12. Probationary Period of Employment .....	7
13. Classification Structure .....	8
14. Casual Employment .....	8
15. Hours of Work.....	8
16. Flexibility .....	11
17. Meal Breaks.....	12
18. Inclement Weather .....	12
19. Remuneration .....	13
20. Allowances .....	14
21. Superannuation .....	15
22. Annual Leave.....	15
23. Personal and Compassionate Leave .....	16
24. Public Holidays .....	17
25. Long Service Leave.....	17
26. Study Leave .....	17
27. Motor Vehicles.....	17
28. Tools.....	18
29. Performance and Compliance Measures.....	18
30. Workplace Health, Safety and Rehabilitation (WHS&R).....	18
31. Injury Reporting .....	19
32. Anti-Discrimination, EEO and Sexual Harassment.....	20

---

33. Termination & Redundancy .....	20
34. Restraint of Trade .....	22
35. Settlement of Disputes .....	22
36. Signatories to Agreement .....	23
37. APPENDIX A – Hourly Rates of Pay .....	25
38. APPENDIX B – Employee Classification Structure .....	26
39. APPENDIX C - Election to Cash Out Annual Leave.....	28
<b>Cashing Out Annual Leave Application Form</b> .....	28
40. APPENDIX C - Travel Allowance .....	29
<b>Travel Allowance</b> .....	29
<b>Living Away from Home</b> .....	30
<b>Meal Allowance</b> .....	30

## 1. Title

The title of this Agreement shall be the "Hope Diving Services Australia Pty Ltd Enterprise Agreement 2023-2027.

## 2. Definitions

The following are definitions used throughout this Agreement: -

- 'Agreement' means Hope Diving Services Australia Pty Ltd Enterprise Agreement 2023- 2027.
- 'FWC' means The Fair Work Commission.
- 'Bi-Partite Committee' means the Hope Diving Services Pty Ltd Bi-Partite Committee. This Committee is made up of representatives from the Workforce and Management.
- 'Company' means Hope Diving Services Pty Ltd.
- 'EA' means Hope Diving Services Pty Ltd Enterprise Agreement.
- 'EA Committee' means Hope Diving Services Employee Agreement Committee. This committee is made up of representatives from the Workforce and Management.

## 3. Coverage

- 3.1. This Agreement is intended to apply to all Civil Construction Worker (CCW) employees employed by the Company regardless of location or the scope of work. Apprentices will be paid as per the award.

## 4. The Award

- 4.1. Reference in this Agreement to the "Award" shall be for comparison in relation to the "Better of Overall Test" (BOOT). The nominated award is;

### **Building and Construction General On-Site Award 2010**

- 4.2. All rates of pay, allowances and conditions applicable to employees engaged under the terms of this Agreement shall be in lieu of the provisions of the applicable nominated Award.
- 4.3. This Agreement shall apply instead of the Award provisions.

## 5. NES Precedence

- 5.1. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

## 6. Date and Operation

- 6.1. This Agreement shall apply from the date of registration and shall remain in force for four (4) years.

## 7. Commitment

- 7.1. The parties to this Agreement are committed to achieving workplace reform through a broad agenda focused upon two fundamental principles of:-
- Value and personal development of every employee; and

- Continuous improvement through efficiency, safety, productivity, quality and environmental management.

7.2. Commitment to the above principles shall include developing: -

- Consultative arrangements
- Improved forms of work organisation
- Greater emphasis upon learning and skill recognition
- Better methods of remuneration
- Customer/client satisfaction with an emphasis on continuous improvement.

## **8. Objectives**

8.1. The objectives of this Agreement are to:-

- Provide a sound basis for harmonious industrial relations within the Company.
- Provide the means by which the Company can formalise employee wage structure.
- Rationalise the benefits paid to employees.
- Ensure that the highest possible standards of Workplace Health and Safety, Rehabilitation and Environmental Management practices are maintained throughout the Company.
- Provide a career structure for all employees based on skills and competencies, and recognise the contribution they make to the Company's performance.
- Eliminate lost time and provide high quality work.
- Promote management practices geared towards matching international best practice standards aimed at fostering a culture of continuous improvement: to this end, all employees agree to actively support and assist in the development of the Quality Assurance System and to participate in this process in whatever capacity may be required; and
- Ensure that the parties to this Agreement have the flexibility to carry out all civil engineering contract works regardless of the location or nature of project.

8.2. The parties recognise that on some projects, registered Agreements of other contractors may need to be considered to allow efficient project delivery

## **9. Consultative Process**

9.1. This term applies if the employer:

- a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

9.2. For a major change referred to in paragraph 8.1(a):

- a) the employer must notify the relevant employees of the decision to introduce the major change; and
- b) subclauses 8.3 to 8.9 apply.

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

9.4. If:

- 
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b) The employee or employees advise the employer of the identity of the representative; The employer must recognise the representative.
- 9.5. As soon as practicable after making its decision, the employer must:
- a) Discuss with the relevant employees;
    - i. the introduction of the change; and
    - ii. the effect the change is likely to have on the employees; and
    - iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - b) For the purpose of the discussion – provide in writing, to the relevant employees:
    - i. all relevant information about the change including the nature of the change proposed; and
    - ii. the information about the expected effects of the change on the employees; and
    - iii. any other matters likely to affect the employees.
- 9.6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 9.7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 9.8. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 8.2(a) and subclauses 8.3 and 8.5 are taken not to apply.
- 9.9. In this term, a major change is likely to have a significant effect on employees if it results in:
- a) the termination of the employment of employees; or
  - b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d) the alteration of hours of work; or
  - e) the need to retrain employees; or
  - f) the need to relocate employees to another workplace; or
  - g) the restructuring of jobs.
- 9.10. For a change referred to in paragraph 8.1(b):
- a) the employer must notify the relevant employees of the proposed change; and
  - b) subclauses 8.11 to 8.15 apply.
- 9.11. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 9.12. If:
- a) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 9.13. If soon as practicable after proposing to introduce the change, the employer must:
- a) discuss with the relevant employees the introduction of the change; and

- 
- b) for the purposes of the discussion—provide to the relevant employees:
- i. all relevant information about the change, including the nature of the change; and
  - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
  - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
- c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 9.15. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 9.16. In this term:  
**relevant employees** means the employees who may be affected by a change referred to in subclause 8.1.

## 10. Warranties by Employees

- 10.1. Employees must warrant that all representations made to the Company or representatives whether orally or in writing, made by them as to qualifications and experience in applying for employment are true and complete.
- 10.2. Employees must disclose to the Company any injuries and illnesses previously suffered that may affect their ability to perform the inherent requirements of their position.
- 10.3. In the event that the information requested by the Company is not supplied, or if any information supplied is found to be incorrect or misleading or is not satisfactory, employment may be terminated.

## 11. Employment Roles

- 11.1. Employment with the Company will be on a full time permanent basis except for:-
- a) Casual employees; and
  - b) Employees engaged for a specific project.

## 12. Probationary Period of Employment

- 12.1. A probationary period of 6 months will apply to all new employees to assess the employee's ability to work in accordance with:-
- The employees classification, as stipulated in Appendix B of this Agreement; and
  - In conjunction with this Agreement with particular regard to the Company's requirements and standards as outlined in Clause 6.
- 12.2. During the probation period the employee's work performance will be monitored
- 12.3. At any time during this qualifying period and before it ends, either the Employee or the Company may terminate the Employee's employment by providing the other party with the applicable as stipulated in clause 32. .
- 12.4. The Company may elect to make payment to the Employee instead of requiring you to work for part or all of the notice period, in which case the employment shall end when this payment is made.

---

### 13. Classification Structure

- 13.1. The parties are committed to the philosophy of Skills Development to provide employees with opportunities to better develop their skills through training and education programs, which ultimately benefit both employees and the Company.
- 13.2. All construction worker employees will be classified as per the skills matrix (refer Appendix B). The skills matrix is based on skills, experience and knowledge; it does not place any emphasis on the length of employment. The Company views all positions as critical and valuable to the overall work process therefore no employee of the Company shall be disadvantaged as a result of the classification structure.
- 13.3. Movement upward into a higher classification will be determined by two factors:-
  - a) the employee's ability to perform tasks and be assessed as competent in all areas of work as detailed in the skills matrix for the said classification;
  - b) the Company's need for employees at the higher level of the said classification
- 13.4. The Company reserves the right to set the number of employees it wishes to utilise at high classification levels, which will be determined by the workload and number of employees within the Company at any given time.
- 13.5. Employees may be required to attend training courses, the costs of which will be paid by the Company. Employees will be paid normal wages while attending a training course.

### 14. Casual Employment

- 14.1. The parties agree to the use of casual labour. A casual employee is any employee other than a weekly employee, engaged and paid on an hourly basis. Casual employees are engaged to cover genuine temporary needs. Casual engagement will be for a minimum of 4 hours per shift.
- 14.2. A casual employee upon engagement of employment shall be provided with a contract of employment for the expected period of engagement with the Company. The contract shall outline and define the specific nature of their conditions of employment consistent with this Agreement.
- 14.3. In calculating the hourly rate, a 25% loading will be paid to casual employees, in recognition that casuals do not have access to certain entitlements.
- 14.4. Casual employees are not entitled to the following:
  - 14.4.1. Paid leave (except long service leave)
  - 14.4.2. Payment for public holidays not work; and
- 14.5. Casuals will required to work overtime will be entitled to be paid the following penalties:
  - 14.5.1. 175% for first two hours of overtime
  - 14.5.2. 225% for hours worked thereafter.

### 15. Hours of Work

#### 15.1. *Ordinary Hours*

- 15.1.1 The ordinary hours of work for full time employees are up to eight (8) hours per day, and an average of 38 hours per week, worked from Monday to Friday between the hours of 6.00am and 6.00pm as per the rates of pay stipulated in Appendix A of this Agreement.
- 15.1.2 Start and finish times, frequency of break times and breaks between periods of work will be those agreed between the parties from time to time. Where no Agreement can

be reached, the Company shall determine all reasonable work times that accord with business requirements and with reasonable regard to Employees' personal responsibilities.

- 15.1.3 The working day will commence on the directed hour or half hour after tools and minor materials have been unpacked and readied for use. Finishing time will be on the hour or half hour directed and does not include time to pack up tools and sundry material.

## **15.2. Overtime**

- 15.2.1 All time worked by Employees in excess of 38 hours per week, as per clause 14.1.1, Monday to Friday, shall be considered to be overtime. The rate of pay for overtime shall be paid at one and a half times the ordinary rate of pay for the first two hours and double the ordinary rate of pay for any time worked thereafter.

- 15.2.2 All Employees must make themselves available to work reasonable additional hours. Reasonable additional hours shall be determined through consideration of the following factors:-

- a) The WorkplaceHealth and Safety risk of an employee working any additional hours.
- b) The personal circumstances of the Employee.
- c) The operational requirements of the Employer.
- d) The amount of notice provided to the Employee.
- e) The amount of notice provided by an Employee of an intention to refuse work.
- f) The amount of hours already worked by the employee over the previous four week period.
- g) Whether the employee is being asked to work on a public holiday.

- 15.2.3 Where it is necessary for Employees to work overtime, work will be organised so that the Employees shall have at least ten (10) hours off duty between sign on and sign off on successive days.

- 15.2.4 If, on the instructions of the Company, an Employee resumes or continues work without having had ten (10) consecutive hours off duty, the Employee shall be paid at double time during ordinary hours until released from duty. The Employee shall then be entitled to be absent for ten (10) consecutive hours without any deduction in pay for ordinary hours or work accruing during such an absence.

## **15.3. Work on Weekends and Public Holidays**

- 15.3.1 Any hours worked on a Saturday will be paid overtime rates at a rate of time and one half for the first two (2) hours and double time thereafter. Any hours worked on a Sunday shall be paid overtime rates of double time for all hours worked.

- 15.3.2 An Employee that works on a public holiday will be paid at a rate of double time and a half, calculated at the Employee's base rate, as per Appendix A.

- 15.3.3 Employees required to attend work on such day shall be entitled to a minimum of four (4) hours payment.

## **15.4. Time In Lieu**

- 15.4.1 To promote flexibility in the Workplace, the Company and an individual Employee may agree to allow the Employee to work additional hours outside his/her ordinary work day to be taken as time in lieu.

15.4.2 The time in lieu entitlement shall be determined by the amount of additional hours worked by the employee (e.g. an employee who has worked an additional hour shall be entitled to one (1) hour off work as time in lieu).

15.4.3 Employees shall be required to provide the Company with at least 48 hours' notice, in writing, of a decision to take a day off in lieu.

### **15.5. Shift Work**

15.5.1 For the purpose of this clause:

- (a) Day Shift means a shift starting at or after 6.00am and at or before 10.00am.
- (b) Afternoon Shift means a shift starting after 10.00am and at or before 8.00pm.
- (c) Night Shift means a shift starting after 8.00pm and at or before 6.00am.

15.5.2 Provided that the employee is employed continuously (inclusive of public holidays) for five (5) shifts Monday to Friday, the following rates shall apply:-

15.5.3 Afternoon and Night Shifts - Ordinary time as stipulated in Appendix A; plus 50 percent.

15.5.4 In the case of broken shifts (i.e., less than five (5) consecutive shifts Monday to Friday) the rates payable prescribed in shall be ordinary time plus 50 per cent for the first two (2) hours and double ordinary time rates thereafter.

15.5.5 For all work performed on a Saturday or Sunday, the normal rates of pay applicable to weekend overtime shall apply. Provided that an ordinary night shift commencing before and extending beyond midnight Friday shall be regarded as a Friday shift.

15.5.6 All work in excess of shift hours, Monday to Friday shall be paid for at double time based on the ordinary rates of pay (excluding shift rates).

### **15.6. Rostered Days Off**

15.6.1 The ordinary working hours shall be eight (8) hours per day Monday to Friday with 0.4 of an hour per day accruing toward a rostered day off (RDO's). The accrual applies on all ordinary days worked (except RDO's) and shall not accrue during periods of annual leave.

15.6.2 A rostered day off shall be taken as provided below:-

15.6.3 The parties shall agree to the date upon which an employee may elect to take their rostered day off.

15.6.4 The parties agree that any employee shall be entitled to bank up to 14 days at any one time for the purposes of rostered days off.

15.6.5 The parties agree that the employer may direct an employee to use any part of his banked rostered day off accrual.

15.6.6 Where more than one (1) accrued RDO is to be taken on consecutive working days application for such paid leave shall be sought giving at least two (2) weeks' notice from the employee.

15.6.7 Employees will be paid all unpaid RDO accruals upon termination.

15.6.8 The Company agrees that employees may at their discretion either:-

15.6.9 Take RDO's at a time agreed with the Company; or

15.6.10 Cash out RDO hours.

### **15.7. Call Back**

- 15.7.1 An employee shall be deemed to be on a call back if the Employee is recalled to work overtime without receiving prior notice before ceasing work.
- 15.7.2 Any Employee who is called back to work as defined in clause 14.7.1 shall be paid for a minimum of four (4) hours work at the appropriate overtime rate for each time so recalled; provided that any subsequent call backs occurring within a four (4) hour period of a call back shall not attract any additional payment.
- 15.7.3 Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four (4) hours if the Job that the employee was recalled to perform is completed within a shorter period. This sub clause shall not apply in cases where it is customary for an employee to return to the place of work to perform a specific job(s) outside the Employees ordinary hours, or where overtime is continuous subject to a reasonable meal break with the completion or commencement of ordinary hours.

### **16. Flexibility**

- 16.1. An employer and employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- a) The Agreement deals with one (1) or more of the following matters:
    - i. Arrangements about when work is performed;
    - ii. Overtime rates;
    - iii. Penalty rates;
    - iv. Allowances;
    - v. Leave loading; and
  - b) The arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - c) The arrangement is genuinely agreed to by the employer and employee.
- 16.2. The employer must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the Fair Work Act 2009; and
  - b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 16.3. The employer must ensure that the individual flexibility arrangement:
- a) is in writing: and
  - b) includes the name of the employer and employee; and
  - c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - d) includes details of:
    - i. the terms of the enterprise Agreement that will be varied by the arrangement; and
    - ii. how the arrangement will vary the effect of the terms; and
    - iii. how the employee will be better off overall in relation to the terms and

- 
- conditions of his or her employment as a result of the arrangement; and
- e) states the day on which the arrangement commences.
- 16.4. The employer must give the employee a signed copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- 16.5. The employer or employee may terminate the individual flexibility arrangement:
- a) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
  - b) if the employer and employee agree in writing - at any time.

### **17. Meal Breaks**

- 17.1. Employees will be entitled to unpaid meal breaks which will not exceed half an hour per day. All employees are entitled to a 15 minute morning tea break which [s paid for by the Company.
- 17.2. Scheduling of meal times may be varied by the Supervisor depending on the size, nature and location of the project.

### **18. Inclement Weather**

- 18.1. Inclement weather means the existence of rain or abnormal climatic conditions (whether they are those of hail, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) of which it is either not reasonable or not safe for employees exposed thereto continue working whilst the conditions prevail.
- 18.2. An employee will be entitled to payment by the Company for ordinary time lost through inclement weather for up to 32 hours in every calendar month. No employee will be entitled to receive more than 32 hours inclement weather payment in any period of 4 weeks
- 18.3. If an employee commences employment during a monthly period the employee will be credited with the following entitlement:-
- a) 32 hours where the employee commences on any working day within the first week;
  - b) 24 hour-s where the employee commences on any working day within the second week;
  - c) 16 hours where the employee commences on any working day within the third week ;and
  - d) 8 hours where the employee commences on any working day within the 4th week.
- 18.4. The number of hours credited to any employee will be reduced by the number of hours for which payment is made in respect of lost time through inclement weather. Lost time includes time spent remaining on site, as required in clause 17.5.
- 18.5. An Employee will not be entitled to payment for time lost due to inclement weather unless the Employee remains on the job:-
- a) For more than accumulated total of four (4) hours of ordinary time in any one day:  
or
  - b) After the midday meal break, for more than an accumulated total of 50% o the normal afternoon work time; or
  - c) During the final two (2) hours of the normal workday for more than an accumulated

total of one (1) hour, the employer will not be entitled to require the employees to remain on site beyond the expiration of any or the above circumstances

- 18.6. The period of time employees is required to remain on site, as provided above, shall reduce the employee's credits for inclement weather hours. Provided that where an employee agrees to remain on site beyond the periods specified above, any such additional wet time will be paid for but will not be debited against the employee inclement weather hours. Wet time occurring during overtime will not be taken into account for the purpose of this clause.
- 18.7. Should Employees on a portion of a site be affected by inclement weather, all other Employees not so effected will continue working regardless of the fact that affected Employees may be entitled to cease work due to inclement weather
- 18.8. Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, or work at another location on the same site, or another site, which is not affected by inclement weather.
- 18.9. When inclement weather conditions exist, the Company shall not require an affected employee to commence or continue to work where it is unreasonable or unsafe to do so. Except in the case of emergency work (or concrete pour) and provided the work is not unsafe to perform. Employee will not be required to start a concrete pour in inclement weather.
- 18.10. Where a concrete pour has been commenced prior to the commencement of a period of inclement weather, Employees may be required to complete such concrete pour to the Company's satisfaction and for such work will be paid at the rate of double time calculated to the next hour, and in the case of wet weather will be provided with adequate wet weather gear.
- 18.11. If an employees clothes become wet as a result of working in the rain, the employee will be entitled to go home without loss of pay unless the employee has a change of dry working clothes available.
- 18.12. Where the Employees are in the sheds because they have been rained off, or if at the starting time, morning tea, or lunch time It is raining, employees will not be required to go to work in dry areas or to be transferred to other sites unless the rain stops or adequate protection is provided.

## **19. Remuneration**

- 19.1. Remuneration will be paid on the following basis:-
  - a) Permanent employees and employees engaged for specific projects will be paid hourly rates as scheduled in Appendix A.
  - b) Casual employees will be paid the hourly rate as scheduled in Appendix A plus a loading of 25% in lieu of annual leave, public holidays, paid personal/carer's leave, paid community services leave, Notice of Termination and Redundancy payment.
- 19.2. The rates prescribed in Appendix A will be paid upon approval of this Agreement by the Fair Work Commission and increased on the 1st July during the life of the Agreement.
- 19.3. Time taken as public holidays, RDO, inclement weather hours and annual leave is considered as ordinary working hours. Time taken off without pay is not considered as ordinary working hours.
- 19.4. Employees may elect to be paid the appropriate overtime rate or be granted time in lieu equivalent to the actual hours worked.

- 19.5. Each employee will be required to maintain a weekly timesheet broken down into Individual days to confirm the number of hours worked by the employee each day. The employee is required to have each day hours confirmed and signed by their Supervisor. The payroll office will only process weekly payments on the basis of completed and fully signed timesheets.
- 19.6. All wages and allowances will be paid weekly in arrears by electronic funds transfer into a bank account designated by the employee.
- 19.7. All employees will receive a payslip describing the earnings and deductions made in respect of each weekly pay period.
- 19.8. In the event of an overpayment of remuneration, the Company may recover the amount of overpayment by way of deduction from any subsequent payment due, provided the employee is given written notification of the Company's intention to recover the overpayment, the amount to be recovered, and an explanation for the reason for overpayment.
- 19.9. In the event of termination of employment, the Company is authorised to deduct from final termination payments any monies it may be owed under this Agreement.
- 19.10. Employees agree not to make any extra claims for increases in base rates of pay or allowances during the terms of this Agreement other than as provided in Appendix A.

**20. Allowances**

- 20.1. Travel allowance as per Appendix A will be paid to all employees who are not being transported by Company vehicle when travelling to any one of the designated fixed establishments or places of work (including training courses). Travel allowance is not payable on RDOs, sick leave, annual leave, public holidays or wet days (unless specifically instructed to turn up for work).
- 20.2. Where an employee is provided with a Company vehicle to travel to and from the worksite, no travel allowance shall be payable. However, where an employee is required to travel to a site is in excess of 50km per day from the designated depot compensation shall be made by way of a normal hourly rate paid for the additional time travelled.
- 20.3. Where the Company provides or offers to provide transport to the worksite and the employee refuses such offers, no allowance shall be paid.
- 20.4. Meal and living away from home allowances as per Appendix D will be paid were applicable.
- 20.5. At times there will be the possibility of involvement in projects that will have a higher rate of allowances. These allowances will be paid accordingly and are site specific.
- 20.6. Depth Allowance Air Diving
  - a) 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.

	1/7/23	1/7/24	1/7/25	1/7/26
Per Metre	\$3.97	\$4.12	\$4.29	\$4.46

- b) Such allowance shall be payable once in respect of the greatest depth incurred in

---

each 8 hour period worked.

- c) Diving supervisors allowance shall be 20% of total depth That is payable to the divers under supervision per shift.

## **21. Superannuation**

- 21.1. The Company shall contribute into a superannuation fund as elected by each employee. Superannuation contributions will be at the prescribed level set by the Superannuation Guarantee (Administration) Act 2005 as amended from time to time.
- 21.2. The Company shall be and remain during the life of this Agreement a participating employer in the Construction and Building Superannuation Scheme (Cbus).
- 21.3. Employees shall have the option to elect a complying superannuation fund other than Cbus. If an employee chooses an alternative fund, the employer will make contributions to that fund provided that the fund accepts payments.
- 21.4. The Company shall make superannuation payments monthly into Cbus or other agreed scheme between the parties to this Agreement.
- 21.5. All superannuation contributions will be paid monthly as per Trust Deed. The Company will allow Employees to make additional contributions to their Cbus account by way of genuine salary sacrifice from pre-tax earnings.
- 21.6. Employees electing to make salary sacrifice payments into superannuation shall sign the Salary Sacrifice Agreement. Any arrangements of Agreement for salary sacrifice will not affect or reduce the employee's current or future entitlements in terms of Superannuation Guarantee, annual leave, leave loading overtime penalty rates; long service leave, redundancy sickness benefits worker's compensation or any other accrual or entitlements. Such current entitlements will continue to accrue at current hourly gross rate. Any future wage, salary increase accrual or entitlement including Superannuation Guarantee will be based on cross rates of of pay.
- 21.7. The Company shall affect an agreed not cancellable "Workcover Top-Up" and Income Protection insurance policy for permanent employees covered by this Agreement. The term, conditions and benefits provided by the agreed insurance policy must be equal or better than provided by "U-Plus".
- 21.8. The cost of this policy is \$80.00 per Employee per month and the cost will not exceed \$80.00 per month per year for the life of this Agreement.
- 21.9. For the purposes of this Clause, "Workcover Top-Up" refers to additional lump sum payments for death, permanent injury and pain and suffering as awarded under the NSW Worker's Compensation Act.

## **22. Annual Leave**

- 22.1. Permanent employees are entitled to four (4) weeks annual leave for each year of continuous service
- 22.2. A minimum of xxxx (2) weeks annual leave must be taken in each calendar year.
- 22.3. Subject to the provisions of the Fair Work Act 2009 (cth) and this clause, Employees may elect to cash out all or part of their balance of accrued annual leave.

- 
- 22.4. Employees who wish to make an election under subclause 21.3 above must complete form Appendix C - Election to Cash-Out Annual Leave. Cashed out annual leave will be paid at the employee's ordinary base rate of pay at the time the election is made.
  - 22.5. In any one year period, the total amount of leave Employees may elect to cash out may not exceed ten (10) days.
  - 22.6. The total amount of leave Employees may elect to cash out at any particular time is limited to such an amount whereby their remaining accrued leave balance is at least four (4) weeks.
  - 22.7. Annual leave cannot be cashed out in advance of it being credited to the employee.
  - 22.8. If the Employer approves an Employee's election under subclauses 21.3 and 21.4 above, it will:-
    - 22.8.1 Notify the Employee that their election to cash out part of their balance of accrued annual leave has been authorised.
    - 22.8.2 Make a payment in lieu of the relevant period of leave to the Employee, calculated at a rate that is no less than the Employee's base rate of pay at the time the election is made; and
    - 22.8.3 Deduct the relevant period of leave from the Employee's balance of accrued annual leave.
  - 22.9. The Employer may refuse to approve an Employee's election under subclauses 21.3 and 21.4 above if the Employee does not comply with the limitations in this clause or if it is likely that the Employee will be required to take accrued annual leave in question for a period of annual shutdown.

### **23. Personal and Compassionate Leave**

- 23.1. Employees other than Casual employees are entitled to ten (10) days of paid personal leave.
- 23.2. The Company will allow a further two (2) days of unpaid carer's leave on each occasion a member of their immediate family or household requires care and support because of illness or Injury.
- 23.3. Accrued Personal/Carer's leave is not paid out on termination.
- 23.4. Employees agree to notify the Supervisor of any inability to attend work and of any request to take carer's leave or compassionate leave and of the anticipated duration of absence from work.
- 23.5. Any employee absent from work due to personal illness or injury will be required to attend the office to complete a Company Sick Leave form.
- 23.6. Any employee absent from work to provide care or support for a member of the employee's immediate family of their household will be required to attend the office to complete a Company Carer's Leave form.
- 23.7. The Company is entitled to require employees to produce medical certificates or statutory declarations in respect of sick leave, carer's leave, or compassionate leave.
- 23.8. All permanent employees shall be entitled to a maximum of two (2) days leave without loss of pay on each occasion and on production of satisfactory proof of death of the employees partner, father, mother, brother, sister, child, step-child, parents-in-law, grandparent or grandchild.

---

## **24. Public Holidays**

- 24.1. All permanent employees shall be entitled to 7.6 hours pay at their ordinary rate of pay for all gazetted public holidays that fall on a weekday:-
- 1 January (New Year's Day);
  - 26 January (Australia Day);
  - Good Friday;
  - Easter Saturday;
  - Easter Monday;
  - 25 April (Anzac Day);
  - King's Birthday;
  - Labour Day
  - 25 December (Christmas Day); and
  - 26 December (Boxing Day).
- 24.2. Employees requested to work on public holidays will be entitled to overtime at two and half times the rate for ordinary hours stipulated in Appendix A.

## **25. Long Service Leave**

- 25.1. All employees shall be entitled to long service leave in accordance with the applicable State Legislation.

## **26. Study Leave**

- 26.1. Employees engaged in a course of study that has been approved by the Company will be entitled to the following paid leave:-
- a) Up to 40 hours per year to attend lectures or tutorials;
  - b) Eight (8) hours per subject to prepare for examinations; and
  - c) Time required to attend examinations

## **27. Motor Vehicles**

- 27.1. In the event that the Company provides a motor vehicle to an employee to carry out their duties. The employee must:-
- a) Remain fully qualified to drive the vehicle;
  - b) Take good care of the vehicle and maintain it in a clean and tidy condition;
  - c) If required, keep a log book providing sufficient information for the Company to assess its liability for fringe benefit tax;
  - d) Return the vehicle and its keys to the Company immediately upon the termination of employment for any reason; and
  - e) Not drive any Company vehicle in a manner or at a time which would be a breach of laws including the law relating to blood alcohol content.
- 27.2. Company vehicles provided to employees and maintained by the Company are only to be used for Company business and not for private use unless specific approval is obtained from the

---

Managing Director. Unauthorised use of Company vehicles is considered a serious breach and an employee is liable to instant dismissal.

- 27.3. The Company reserves the right to recover costs from you where the vehicle has sustained damage and was being used in such a manner that it is uninsured.
- 27.4. Employees are to drive vehicles in a safe and courteous manner and to be respectful of the public. "Road Rage" incidents or poor driving is not acceptable and are considered grounds for instant dismissal.
- 27.5. Employees must notify their Supervisor immediately that their licence is either revoked or suspended.
- 27.6. 26.5 Employees must notify their Supervisor if they receive a traffic or parking infringement notice: payment of such notices will be the sole responsibility of the employee

## **28. Tools**

- 28.1. The Company will provide the tools and equipment necessary for employees to perform their duties. Employees must take care to keep such tools and equipment in good order.
- 28.2. No tools or equipment should be removed from the workplace except in the ordinary course of duties or with permission of the Company.
- 28.3. Any tools and equipment provided to employees remain the property of the Company and must be returned on the termination of employment.

## **29. Performance and Compliance Measures**

- 29.1. The Company is committed to improvement of its works practices to achieve increases in productivity, quality improvements, reduction in down time and to minimise WH&S environmental and quality incidents. The Company requires all employees to be equally committed.
- 29.2. A primary business objective is the delivery of quality services on a timely basis and, at the same time, maintaining good working relationships with clients at all levels. In this context, the commitment of employees to these principles is of fundamental importance.
- 29.3. All employees are required to ensure that they comply with Company Social Media and Mobile Phone policy. Employees are to ensure that they refrain from posting, scrolling and viewing social media sites during work time. Any posts of photos of completed works to personal social media pages need to be approved by the Director.

## **30. Workplace Health, Safety and Rehabilitation (WHS&R)**

- 30.1. It is agreed that there will be an active and ongoing commitment by Management and all employees to the implementation of the Company's WHS&R policies and programmes and to their continued improvement.
- 30.2. All employees will as appropriate undergo training and awareness of safety methods, procedures and practices to be implemented.
- 30.3. It is agreed that each employee will notify their Supervisor of any instance where they have been requested to perform tasks that they feel they have neither, the experience, nor knowledge or ability to perform such a task in a safe manner. This requirement is to ensure the employees personal safety and safety of co-workers. As a result of such action no employee will be disadvantaged or discriminated against.

- 
- 30.4. Where an employee suspects that any machine/vehicle (plant) is unsafe to operate they are to notify their Supervisor.
- 30.5. On all projects there shall be a strict compliance with all Acts and Regulations, the Company WHS&R policies and the Industry Codes of Practice. In order to provide protection for the safety of all persons including the public, failure to observe these requirements will constitute misconduct and the employee may face instant dismissal without notice.
- 30.6. All employees shall be supplied with the following safety personal protective equipment and articles of clothing. Each employee shall sign to confirm that they have received such items:-
- Sunscreen (On Site)
  - Safety Glasses
  - Hard Hats
  - Safety Vests
  - High Visibility Shirt
  - Work Boots
  - High Visibility Rainwear
  - Hearing Protection
  - High Visibility Jumper
  - Gloves
- 30.7. All of the above items supplied by the Company are the property of the Company but are the responsibility of the employee. The Company will replace any item after normal wear. If any item is lost or damaged due to the employee's negligence the employee will replace the item. On termination of their employment, employees must return all property to the Company prior to any termination payment being made.
- 30.8. An employee must, while at work on any day, have with them all safety gear items, articles of clothing and equipment supplied to them for the work to be performed.

### **31. Injury Reporting**

- 31.1. Any employee involved in, or aware of, an incident/accident that has taken place on a work site must report it to their Supervisor immediately.
- 31.2. The Supervisor must ensure that the injury or illness is recorded on a Company Injury/Incident Form.
- 31.3. An injured or ill person must not leave their place of work until the incident or illness has been reported to the site Supervisor. The Supervisor will determine whether the Injured or ill person is to be accompanied off the site if appropriate.
- 31.4. A Company Injury/Incident form must be completed and provided to the Company as soon as practicable.
- 31.5. A 'Claim for Compensation' form must also be completed and signed by the injured person for all injuries or illnesses that involve medical expenses and/or lost time.
- 31.6. A 'Work Cover Medical Certificate' from the injured persons treating doctor I
- 31.7. hospital must be attached to the claim form for all lost time injuries.
- 31.8. Failure to report Injuries or illnesses may result in a delay or denial of Workers' Compensation benefits.

### 32. Anti-Discrimination, EEO and Sexual Harassment

- 32.1. The Company is committed to complying with its obligations under anti-discrimination legislation and in endeavouring to prevent unlawful discrimination and harassment at the workplace.
- 32.2. All employees also have a legal obligation to comply with anti-discrimination legislation. The Company expects that all employees will comply with the policies it has in place in connection with that legislation, including those dealing with unlawful harassment, bullying and discrimination at the workplace. A copy of the policy is available at the office.
- 32.3. Anyone found to be behaving contrary to the above-mentioned policy is liable to immediate dismissal.
- 32.4. Employees will be required to complete regular training in relation to harassment in the workplace to comply with legislation.
- 32.5. A SHADE (Sexual Harassment Anti-Discrimination Equal Employment) Committee is to be established to monitor, evaluate, and advise the Managing Director on the development and implementation of its policies, strategies and programs addressing unlawful and discriminatory behaviour in the workplace.
- SHADE will also provide advice and support to employees on matters arising relevant to the Committee's stated objectives.

### 33. Termination & Redundancy

- 33.1. Payment in lieu of notice shall be paid at the ordinary hourly rate of pay as stipulated in Appendix A. It shall not include payment for superannuation or other allowances prescribed by this Agreement.
- 33.1.1 An employee shall be allowed one (1) hour prior to termination to gather, clean, sharpen, pack and transport tools.
- 33.1.2 Nothing in this clause shall affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.
- 33.1.3 The Company shall pay any termination entitlements by cheque or by electronic funds transfer into the employee's nominated account with a bank or financial institute no later than two (2) days after the date of termination.

#### 33.2. Notice of Termination

- 33.2.1 The required period of notice is to be worked out as follows:-
- i. First work out the period of notice using the table at the end of this subsection; and
  - ii. The period of notice increases by one (1) week if the employee:-
    - Is over 45 years old; and
    - Has completed at least two (2) years of continuous service with the employer.

<i>Employee's period of continuous service with the employer</i>	<i>Period of Notice</i>
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

33.2.2 The correct notice of termination of employment shall be given by either party to this Agreement. The Company may pay the Employee the equivalent to the notice period in lieu of receiving notice. Alternately, an employee may forfeit payment for the notice period.

33.2.3 An employee shall be allowed one hour prior to termination to gather, clean, sharpen, pack and transport tools.

33.2.4 Nothing in this clause shall affect the right of an employer to dismiss an employee without notice for misconduct or refusing duty.

33.2.5 33.2.6 The Company shall pay any termination entitlements by cheque or by electronic fund transfer (EFT) into the employee's nominated account with a bank or financial institute no later than two (2) days after the date of termination.

**33.3. Redundancy**

33.3.1 The employee is entitled to be paid redundancy pay by the Company if the employee's employment is terminated:-

- a) At the employers initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour and construction projects; or
- b) Because of the insolvency or bankruptcy of the Company.

33.3.2 Employee will be paid redundancy in accordance with the following table:

<i><b>Period of Continuous Service With an Employer</b></i>	<i><b>Redundancy</b></i>
1 year or more but less than 2 years	2.4 weeks' pay plus for all service in excess of 1 year, 1.75 hours pay per completed week of service up to a maximum of 4.8 weeks' pay
2 years or more but less than 3 years	4.8 weeks' pay plus for all services in excess of 2 years, 1.6 hours pay per completed week service up to a maximum of 7 weeks' pay
3 years or more but less than 4 years	7 weeks' pay plus all services in excess of 3 years, 0.73 hours pay per completed week of service up to a maximum of 8 weeks' pay
4 years or more	8 weeks' pay

33.3.3 The Company agrees to make redundancy contributions in respect of employees covered by this Agreement (except casual employees) to the Australian Construction Industry Trust (ACIRT). After one (1) year of continuous service, the Company will contribute the amount specified in Appendix A, per week into ACIRT for each employee.

33.3.4 Redundancy payments will be paid into ACIRT to the maximum level applicable

---

### **34. Restraint of Trade**

- 34.1. Employees agree that in consideration of their remuneration and to protect the goodwill of the Company, they will not while employed by the Company, or for one (1) year after such employment ends, induce, encourage, or solicit any of the Company's employees to resign.

### **35. Settlement of Disputes**

- 35.1. If a dispute relates to:
- a. a matter arising under the Agreement; or
  - b. the National Employment Standards;
- this term sets out procedures to settle the dispute.
- 35.2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 35.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 35.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 35.5. The Fair Work Commission may deal with the dispute in 2 stages:
- a. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - i. arbitrate the dispute; and
    - ii. make a determination that is binding on the parties.

*Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.*

*A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

- 35.6. While the parties are trying to resolve the dispute using the procedures in this term:
- a. an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - b. an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - i. the work is not safe; or
    - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
    - iii. the work is not appropriate for the employee to perform; or
    - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
- 35.7. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

---

### 36. Signatories to Agreement

Signed On Behalf Of:

**Hope Diving Services Australia Pty Ltd**

By its duly authorised officer:

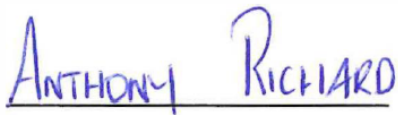
In the presence of:



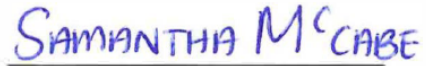
(Signature of Authorised Officer)



(Signature of Witness)



(Print Name of Authorised Officer)



(Print Name of Witness)



(Position of Authorised Officer)



13th March 2023

(Date)

13th March 2023

(Date)

Address: Unit 7 141 Hartley Road Smeaton Grange

---

Signed On Behalf of the Employees

Signed

Ethan Hopewell by Ethan Hopewell

On behalf of the Employees in the  
presence of: KAREN JANE HOPENWELL.

Capacity in which signed: Employee Representative

Address: 145 CARROLLS RD, MENANGLE

SAMCCABE

Signature of Witness

Name of Witness (block letters)  
SAMANTHA MCCABE

13th March 2023

Date

### 37. APPENDIX A – Hourly Rates of Pay

#### Hourly Rates of Pay – Hourly \$

YEAR	Labourer			Operator			Tradesman/Diver			Super
	CCW1	CCW2	CCW3	CCW4	CCW5	CCW6	CCW7	CCW8	CCW9	CCW10
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2023 7% increase	32.72	34.38	36.02	37.19	39.17	40.60	41.91	43.24	49.79	55.01
2024 4% increase	34.04	35.75	37.46	38.68	40.74	42.22	43.59	44.97	51.78	57.21
2025 4% increase	35.40	37.18	38.96	40.23	42.37	43.91	45.33	46.77	53.85	59.50
2026 4% increase	36.82	38.67	40.51	41.84	44.06	45.66	47.15	48.64	56.00	61.88

**Note:** - Pay rates increase from 1<sup>st</sup> July each year - during the life of the Agreement.

A casual employee shall be paid a twenty five percent (25%) loading in addition to the rates per hour stipulated in Appendix 'A'.

Apprentices will be paid the base hourly rates as per the award.

#### Allowances - \$

YEAR	20237% increase	2024-4% increase	2025 4% increase	20264% increase
	\$	\$	\$	\$
ACIRT - Weekly	42.80	44.51	46.29	48.14
Travel Allowance - Daily	20.32	21.13	21.98	22.86
Industry Allowance - Daily	1.65	1.71	1.78	1.85
Special Allowance - Daily	6.40	6.65	6.92	7.20
Safety Boot Allowance – Daily	0.49	0.51	0.53	0.55
Tool Allowance - Daily	6.93	7.21	7.50	7.80

**Note:** Allowances increase from 1<sup>st</sup> July each year in line with the increases to minimum rates by the Fair Work Commission (during the life of the Agreement).

### 38. APPENDIX B – Employee Classification Structure

Employee Classification Structure							
Labourers			Operator/Drivers			Dive Supervisor/ Tradesperson	Supervisor
CCW1	CCW2	CCW3	CCW4	CCW5/6	CCW7/8	CCW9	CCW10
<ul style="list-style-type: none"> <li>New intransit into the Civil Construction Industry</li> <li>Current Driver License</li> <li>WH&amp;S Industry Induction (Green Card)</li> <li>Basic hand tool operation</li> <li>Training in the operation of rollers/water carts</li> </ul>	<ul style="list-style-type: none"> <li>Skills equivalent to a CCW1.</li> <li>Fully competent operation of the following equipment requiring minimal supervision and direction-               <ol style="list-style-type: none"> <li>Rollers</li> <li>Water carts</li> <li>Handheld Compaction Tools/ Equipment</li> </ol> </li> <li>Possesses knowledge of the</li> </ul>	<ul style="list-style-type: none"> <li>Skills equivalent to a CCW2</li> <li>Basic plan reading skills</li> <li>Ability to work with minimal supervision and direction</li> <li>Demonstrates a positive and proactive approach toward WH&amp;S</li> <li>Fully competent in all applicable Safe Work Method Statements (SWMS)</li> </ul>	<ul style="list-style-type: none"> <li>Skills equivalent to a CCW3</li> <li>Plan reading skills including the use of a dumpy level.</li> <li>Operator of plant/Machinery requiring regular supervision and direction.</li> <li>Demonstrates a positive &amp; proactive approach toward WH&amp;S I Quality Control/ Environmental Management</li> <li>Fully competent in all applicable Safe Work</li> </ul>	<ul style="list-style-type: none"> <li>Skills equivalent to a CCW4.</li> <li>Demonstrates a sound understanding and working knowledge of both WH&amp;S and Environmental Plans.</li> <li>An employee at this level may be undergoing training so as to qualify as a CCW 5.</li> </ul> <p>Operator</p> <ul style="list-style-type: none"> <li>Competent operation of plant I machinery</li> </ul>	<ul style="list-style-type: none"> <li>Skills equivalent to a CCW6.</li> <li>Fully competent in all applicable Safe Work Method Statements (SWMS).</li> <li>An employee at this level may be undergoing training so as to qualify as a Company Foreman.</li> </ul> <p>Operator (Expert)</p>	<ul style="list-style-type: none"> <li>Under the guidance and direction of Foreman directs and supervises small crews.</li> <li>Assists with the co-ordination of resources (e.g.: ordering of materials &amp; organising labour/ plant).</li> <li>Ability to run medium sized projects with minimal supervision.</li> <li>Negotiation and deductive reasoning skills.</li> </ul>	<ul style="list-style-type: none"> <li>Skills equivalent to a CCW9</li> <li>Project Management</li> <li>Advanced conflict resolution skills.</li> <li>Advanced 'conflict resolution skill.</li> </ul>

<ul style="list-style-type: none"> <li>• Performs daily maintenance checks on rollers / water carts</li> <li>• Competent use of a Jack Hammer &amp; Quick Cut Saw</li> <li>• Training in the checking of levels with tape and spirit level</li> <li>• An employee at this level maybe undergoing training so as to qualify as a CCW2</li> </ul>	<p>construction process and understands the sequencing of construction functions.</p> <ul style="list-style-type: none"> <li>• Understanding of environmental controls e.g.: silt fence etc.</li> <li>• Demonstrates an improved awareness and</li> </ul>	<ul style="list-style-type: none"> <li>• An employee at this level maybe undergoing training so as to qualify as a CCW 4</li> </ul>	<p>Method Statements {SWMS}.</p> <ul style="list-style-type: none"> <li>• An employee at this level may be undergoing training so as to qualify as a CCW 5.</li> </ul>	<p>requiring minimum supervision or direction.</p> <ul style="list-style-type: none"> <li>• Demonstrated understanding of bulk earthworks and pavement operations.</li> <li>• Advanced plant &amp; machinery maintenance.</li> <li>• Basic leadership skills.</li> <li>• Ability to run small projects with minimal supervision.</li> </ul>	<ul style="list-style-type: none"> <li>• Highest standard of operation of various types of plant/ machinery requiring no supervision or direction.</li> <li>• Active participation &amp; contribution towards WH&amp;S &amp; Quality Control implementation and Company adherence.</li> <li>• Maintains a high standard of productivity &amp; quality.</li> </ul> <p>Diver</p> <ul style="list-style-type: none"> <li>• ADAS Certificate</li> </ul>	<ul style="list-style-type: none"> <li>• Highly effective planning and scheduling skills.</li> <li>• Displays highly effective leadership skills.</li> <li>• Active participation/ Contribution towards WH&amp;S and Quality Control implementation and Company adherence.</li> <li>• Maintains a high standard of productivity &amp; quality.</li> <li>• Ability to run medium sized projects with minimal supervision.</li> </ul> <p>Diver</p> <ul style="list-style-type: none"> <li>•ADAS</li> </ul>	
---	---	---	--	---	---	--	--

						Supervisor Certificate	
						Tradesman • Trade Certificate	

**39. APPENDIX C - Election to Cash Out Annual Leave**

**Cashing Out Annual Leave Application Form**

---

**Employee details:**

Name: \_\_\_\_\_

Contact details: \_\_\_\_\_

Position: \_\_\_\_\_

Basis of engagement (e.g., full time or part time) \_\_\_\_\_

**Period to be cashed out** \_\_\_\_\_

Pay date you would be like to be paid on: \_\_\_\_\_

Days to be cashed out and gross amount to be paid (\$) \_\_\_\_\_

Current balance of annual leave: \_\_\_\_\_

Adjusted balance of annual leave (must be at least two (2) weeks): \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Approval:**

Approval Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### **40. APPENDIX C - Travel Allowance**

##### **Travel Allowance**

- Employees are paid daily travel allowance which covers their journey from their place of residence to the HDSA Group yard in Pyrmont and their return journey home (unless Company car provided)
- If an employee is required to use their own vehicle to travel to a site which is further than 50 Kilometres from their place of residence, then

---

they still receive, the travel allowance **AND in addition**, will be reimbursed at a rate of \$0.45 per kilometre for any additional Kilometres incurred over the 50 kilometres. This also applies to the employee's journey home. (The 50 Kilometre clause DOES NOT apply when driving from place of residence direct to the HDSA Group yard in Pymont.

- In most cases HDSA Group will supply a Company vehicle for projects outside the greater Sydney region.

### **Living Away from Home**

- The employer supplies accommodation and 3 meals per day.
- In addition to the above, a living away from home allowance of \$50.75 per day is payable to employees who are working away from home

### **Meal Allowance**

- A meal allowance of \$25.00 will be paid when the employee is required to work past 6.00pm

Wednesday, 22 March 2023

**Att:** Deputy President Boyce,

**FWA Matter:** AG2023/627 Application for approval of Hope Diving Services Australia Pty Ltd Enterprise Agreement 2023-2027


I, **Anthony Hopewell**, a Director of Hope Diving Services Australia Pty Ltd of unit 7, 141 Hartley Road, Smeaton Grange NSW (**Employer**), hereby give the following undertaking at the request of Fair Work Australia (FWA):

We agree that to satisfy the further concerns of Deputy President Boyces as set out below:

**UNDERTAKING BY THE APPLICANT**

The applicant provides the following undertakings in respect to the Hope Diving Services Australia Pty Ltd Enterprise Agreement 2023-2027, lodged with Fair Work Australia for a variation on agreement lodged on 15<sup>th</sup> March 2023.

- 1) Date of commencement shall operate 7 days after the approval by the FWC as per the s. 54 (1).
- 2) Clause 2 insert the following shift worker definition:  
*“continuous shiftworker” means an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least 6 consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts.*
- 3) Clause 3.1 & Appendix A, Apprentices will be paid the base hourly rate as per the award. Apprentices will be paid the above award allowances as per Appendix A including travel, ACIRT, Industry, Special, Safety Boot and Tool Allowances. Providing for Apprentices to be better off overall between \$34 and \$54 per week for the duration of the agreement as a minimum.

Signed:   
Anthony Hopewell,  
Director on behalf of the Employer

Date: 22<sup>nd</sup> March 2023