



# DECISION

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

**Mass Resources Group Pty Ltd**  
(AG2022/1998)

## MASS RESOURCES PTY LTD ENTERPRISE AGREEMENT 2022

Building, metal and civil construction industries

DEPUTY PRESIDENT COLMAN

MELBOURNE, 12 JULY 2022

*Application for approval of the Mass Resources Pty Ltd Enterprise Agreement 2022*

[1] Mass Resources Group Pty Ltd has made an application for approval of an enterprise agreement known as the *Mass Resources Pty Ltd Enterprise Agreement 2022* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] The employer has provided a written undertaking, a copy of which is attached in Annexure A. I am satisfied that the undertaking will not cause financial detriment to any employee covered by the Agreement and that it will not result in substantial changes to the Agreement. The undertaking is taken to be a term of the Agreement.

[3] Subject to the undertaking referred to above, and on the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval has been met.

[4] The Agreement was approved on 12 July 2022 and, in accordance with s 54, will operate from 19 July 2022. The nominal expiry date of the Agreement is 12 July 2026.



DEPUTY PRESIDENT

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## Annexure A

### IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2022/1998

Applicant:  
MASS Resources Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

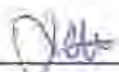
### Undertaking – Section 190

I, Vlada Lett, Organisation and Development Manager, have the authority given to me by MASS Resources Pty Ltd to give the following undertakings with respect to the MASS Resources Pty Ltd Enterprise Agreement 2022 ("the Agreement"):

1. The casual rates in the table in Clause 6.1 of the Agreement will be replaced with the following:

Level	On commencement of this Agreement Casual Ordinary Hourly Rate \$
Level 1	\$31.34
Level 2	\$31.93
Level 3	\$32.81
Level 4	\$33.79
Level 5	\$34.75
Level 6	\$37.13
Level 7	\$38.83
Level 8	\$38.85

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

  
Signature

5/7/22  
Date

**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.**

# **MASS RESOURCES PTY LTD ENTERPRISE AGREEMENT 2022**

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**1. TITLE**

This Agreement is known as the *MASS Resources Pty Ltd Enterprise Agreement 2022* (**Agreement**).

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**2. PARTIES BOUND AND APPLICATION OF AGREEMENT**

**2.1** This Agreement covers:

(a) MASS Resources Group Pty Ltd (ABN: 42 622 806 599) and its subsidiaries as follows:

- i. Mass Resources (WA) Pty Ltd (ABN: 89 649 765 695)
- ii. Mass Resources (NT) Pty Ltd (ABN: 78 656 054 330)
- iii. Mass Resources (SA) Pty Ltd (ABN: 14 658 330 199)
- iv. Mass Resources (NSW) Pty Ltd (ABN: 68 656 054 349)
- v. Mass Resources (VIC) Pty Ltd (ABN: 74 656 054 312)
- vi. Mass Resources (QLD) Pty Ltd (ABN: 76 656 054 321)

known as **Employer**; and

(b) Employees of the Employer employed in the classifications contained in clause 6 ("Classifications and Wage Rates") of this Agreement engaged in building, construction and civil work in Australia (**Employees**).

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**3. PERIOD OF OPERATION**

- 3.1 This Agreement commences operation on the seventh (7<sup>th</sup>) day after the day it is approved by the Fair Work Commission (**Commission**).
  - 3.2 The nominal expiry date of this Agreement is four (4) years after the day on which the Commission approves the Agreement.
  - 3.3 This Agreement continues to operate beyond the nominal expiry date until it is replaced or terminated in accordance with the *Fair Work Act 2009* (**FW Act**).
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**4. RELATIONSHIP TO AWARDS, LEGISLATION AND OTHER INSTRUMENTS**

- 4.1 This Agreement operates to the exclusion of any award.
- 4.2 Where any legislation, award, policy, procedure or other document is referred to in this Agreement it is not incorporated into and does not form part of this Agreement. In particular, references to entitlements provided for in the National Employment Standards (**NES**) and other legislation are:
  - (a) for information only and do not incorporate those entitlements into this Agreement; and

- (b) not intended as a substitute for the detailed provisions of the NES and other legislation.
- 4.3 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.
- 

## **5. CONTRACT OF SERVICE**

### ***Types of Employment***

- 5.1 Employees will be employed in one of the following categories:

- (a) full-time Employees;
- (b) part-time Employees;
- (c) casual Employees.

### ***Full-time Employment***

- 5.2 Subject to clause 12 ("Jump Up Agreement") a full-time Employee is an Employee who works an average of 38 ordinary hours per week.

### ***Part-time Employment***

- 5.3 Subject to clause 12 ("Jump Up Agreement"), a part-time Employee is an Employee who works an average of fewer than 38 ordinary hours per week and has reasonably predictable hours of work.
- 5.4 The terms of this Agreement will apply pro rata to part time Employees on the basis of their ordinary hours compared to a full-time Employee's hours. Part-time employees will be paid overtime in accordance with Clause 8 of the Agreement when they work in excess of or outside of their agreed hours each week.
- 5.5 Before commencing employment, the Employer and the Employee shall agree in writing:
- (a) that the employee may work part-time;
  - (b) on the number of ordinary hours to be worked per week;
  - (c) on the days to be worked;
  - (d) on the starting and finishing times;
  - (e) upon the classification applying to the work to be performed; and
  - (f) upon the period of part-time employment.
- 5.6 The terms of this agreement may be varied by consent and in writing between the Employer and the Employee. The Employer will provide a copy of the agreement and any agreed variation to the Employee.

***Casual Employment***

- 5.7 A casual Employee is a Casual Employee if:
- (a) an offer of employment made to the Employee is made on the basis that the Employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work; and
  - (b) the Employee accepts the offer on that basis; and
  - (c) the Employee becomes an Employee as a result of that acceptance.
- 5.8 To avoid doubt, a regular pattern of hours does not of itself indicate a firm advance commitment to continuing and definite work according to an agreed pattern of work.
- 5.9 Casual Employees are assessed on the basis of the offer of employment and the acceptance of that offer and not on the basis of any subsequent conduct of either of the parties.
- 5.10 The Employer, when engaging a person for casual employment, must inform the Employee in writing that the Employee is to be employed as a casual, the job to be performed, the classification level, the actual or likely number of hours to be worked and the relevant rate of pay.
- 5.11 A casual Employee is entitled to all of the applicable rates and conditions of employment prescribed by this Agreement except annual leave, paid personal/carers leave, paid compassionate leave, paid community service leave, notice of termination and redundancy benefits.
- 5.12 A casual Employee is entitled to payment for a minimum of four hours' work per engagement.
- 5.13 A casual loading of 25 per cent has been incorporated into the casual rates in Clause 6.1. The casual loading is paid as compensation for the absence of paid leave, notice of termination and redundancy benefits and public holidays not worked.
- 5.14 A casual Employee will be entitled to the relevant penalty rates prescribed by clauses 10 ("Overtime"), 14 ("Shiftwork") and 20 ("Public Holidays") of this Agreement as the case may be, provided that where the:
- (a) relevant penalty rate is time and a half, the casual Employee must be paid 1.75 times their ordinary hourly rate;
  - (b) relevant penalty rate is double time, the casual Employee must be paid 2.25 times their ordinary hourly rate; or
  - (c) relevant penalty rate is double time and a half, the casual Employee must be paid 2.75 times their ordinary hourly rate;
- 5.15 To avoid doubt, the rates prescribed in clause 5.14 incorporate the casual loading.
- 5.16 A casual Employee who has been engaged by for a regular sequence of periods of employment during a period of six months has the right to elect to have their contract of

employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.

- 5.17 If clause 5.16 is enacted, an Employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an Employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the Employer and Employee.
- 5.18 The Company can choose not to make an offer or refuse to accept a request for casual conversion based on “reasonable grounds” including, but not limited to:
- (a) The Employee’s position won’t exist;
  - (b) The Employee’s hours of work will significantly reduce;
  - (c) The Employee’s days or times of work will significantly change, and that can’t be accommodated within the Employee’s available days or times for work;
  - (d) Making the offer would not comply with a recruitment or selection process required by or under a Commonwealth, State or Territory law; and
  - (e) The Company would have to make a significant adjustment to the Employee’s work hours for them to be employed full-time or part-time.

***Probation***

- 5.19 All new full or part time Employees will be engaged on a probationary period of three (3) months. During this period, either party can terminate the employment by giving one week’s notice.
- 5.20 If the employee's performance is considered unsatisfactory during this period, the Employer may extend the probation period by a further 3 months (maximum total probation period 6 months).

***Duties***

- 5.21 An Employee’s duties and responsibilities may be varied by the Employer, provided that they are within the Employee’s range of skills, qualification, competence and training.
- 5.22 At all times in performing their duties and responsibilities, Employees are required to:
- (a) comply with any lawful and reasonable direction given by the Employer;
  - (b) use their best endeavours;
  - (c) devote the whole of their time and attention to their work; and
  - (d) ensure the highest level of safe working practices are adhered to and maintained.



***Higher Duties***

- 5.23 Where an Employee is engaged for more than two hours during one day on duties carrying a higher rate than the Employee's ordinary classification, they will be paid at the higher rate for the whole day. Otherwise, the Employee is entitled to be paid the higher rate for the time so worked. This payment will not be made where Employees are being trained or trialled in a position where the time working in the higher duties will lead to a permanent reclassification to this position.

***Workplace Flexibility***

- 5.24 Employees are required to be multi-skilled and work in a flexible manner. All employees will be required to perform a diverse range of functions within their skill and competence. There shall be no demarcation, restrictions or limitations on the performance of work whatsoever, including or between traditional trade (craft), occupations, vocations or callings.

***Stand Down***

- 5.25 Notwithstanding any other provision in this Agreement, where an Employee cannot be usefully employed due to industrial action, breakdown of equipment or for any other reason over which the Employer cannot be reasonably held responsible, the Employer may stand down the Employee and deduct or withhold payment for that period. This does not break continuity of employment for the purposes of any entitlements.

***Notification of Absences***

- 5.26 Prior to any absence from work, Employees are required to notify the Employer as soon as possible of their inability to attend work, the estimated duration of the absence and the reason for the absence. Whenever practicable this should occur before the commencement of the Employee's shift.

***Fitness for Work***

- 5.27 Employees must not be adversely affected by alcohol or drugs during working hours.
- 5.28 An Employee who is taking medication, or suffering from any condition, that may affect or limit the Employee's ability to carry out work must advise his/her supervisor.
- 5.29 Employees may be required to undertake random or "for cause" drug and alcohol testing. Where an Employee returns a positive test or fails to undertake a test, he/she will be suspended without pay until such time as the Employee is deemed fit for work or the Employment is terminated.

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**6. CLASSIFICATIONS AND WAGE RATES**

- 6.1 Employees (other than apprentices) shall be paid no less than the following ordinary rates of pay:

Level	On commencement of this Agreement Permanent Ordinary Hourly Rate \$	On commencement of this Agreement Casual Ordinary Hourly Rate \$
Level 1	\$25.56	\$30.18
Level 2	\$26.04	\$30.77
Level 3	\$26.77	\$31.63
Level 4	\$27.57	\$32.58
Level 5	\$28.36	\$33.53
Level 6	\$30.29	\$35.54
Level 7	\$33.33	\$37.07
Level 8	\$30.55	\$36.15

\* Classifications are defined at Appendix 1.

- 6.2 The above ordinary rates of pay are minimum rates.
- 6.3 The following loadings and allowances have been incorporated into the minimum hourly rates of pay:
- a) Industry allowance;
  - b) Industry Specific Redundancy Scheme;
  - c) Mobile Cranes Capacity Adjustment formula (where applicable);
  - d) All other classification and industry specific allowances (except for those included in this Agreement).
- 6.4 Pay rates will be reviewed by the Employer on an annual basis starting on the second year anniversary of approval of this Agreement. The employer will review remuneration annually to ensure that the rates above meet any award obligations including any award increases due to the Fair Work Commission's National Wage Decision.

#### ***Additional Allowances***

##### **6.5 Forward and Return Journey Allowance**

Where an Employee cannot reasonably return to their usual place of residence each night they shall be known as a "Distant Employee" for the purposes of this Agreement.

The Employer will provide a reasonable form of travel for Distant Employees for reasons of mobilisation, demobilisation and R&R travel. Alternatively, the Employer will reimburse Employees for all reasonable costs associated with this travel.

A Distant Employee will be paid for the time spent in travelling, at ordinary rates up to a maximum of eight hours per day for each day of travel to and from site in line with roster patterns.

For the purpose of this clause, travelling time will be calculated as the time taken for the journey from the central or regional rail, bus or air terminal nearest the employee's usual place of residence to the locality of the work (or the return journey, as the case may be).

6.6 Leading Hand Allowance

Employees engaged as leading hands will be paid the following all-purpose allowance:

	Amount per hour
In charge of 1 person	\$0.70
In charge of 2 to 5 people	\$1.50
In charge of 6 to 10 people	\$1.90
In charge of more than 10 people	\$2.50

Tool Allowance

- 6.7 Where employees are required to provide their own tools, an all-purpose tool allowance will be paid in accordance with the table below:

Classification	Amount per hour
Carpenter and/or joiner, floor sander, letter cutter	\$0.90
Caster, fixer, floorlayer specialist or plasterer	\$0.75
Roof tiler, tradespersons in the metals and engineering construction sector	\$0.50
Painter or glazier	\$0.25

First Aid Allowance

- 6.8 An Employee who is appointed by the Employer to perform first aid duties and holds a Senior First Aid certificate (or equivalent) or Industrial First Aid certificate (or equivalent) from St John Ambulance, the Australian Red Cross Society or similar body, will be paid a flat allowance of \$5.13 per day.

Airconditioning Allowance

- 6.9 An air-conditioning tradesperson will be paid a flat weekly allowance of \$71.06 as compensation for the various disabilities and peculiarities associated with on-site air-conditioning work.

Multistorey Allowance

- 6.10 Where an Employee is required to work on any building or structure (including a tower) which exceeds 15 metres in height, a flat allowance of \$0.76 per hour will be paid for all work above 15 metres, with an additional \$0.76 per hour for work above each additional 15 metres. For example, an Employee working at a height of 31 metres will be paid a flat allowance of \$1.52 per hour whilst working at this height.

Fares and Travel Allowance

- 6.11 Employees who are not defined as "Distant Employees" will be paid an allowance of \$17.88 per day for each day worked when the Employee starts and finishes work on a construction site or is required to perform prefabricated work in an open yard and is then required to erect or fix on-site.

***Apprentices***

- 6.12 The ordinary rate of pay for an apprentice shall be not less than the relevant percentage of the CW3 ordinary rate set out in Clause 6.1 of this Agreement.

	% of the standard (trade) rate for apprentices who have <u>not</u> completed year 12	% of the standard (trade) rate for apprentices who have completed year 12
<b>First Year</b>	50	55
<b>Second Year</b>	60	65
<b>Third Year</b>	75	75
<b>Fourth Year</b>	90	90

- 6.13 The ordinary rate of pay for an adult apprentice (over 21 years of age) will be not less than that prescribed for an Employee classified as a Level 1 in this Agreement. However, an Employee who was employed by the Employer immediately prior to becoming an adult apprentice will not suffer a reduction in their ordinary time hourly rate of pay.
- 6.14 Time spent by an apprentice, in attending training and assessments specified in, or associated with, the training contract is to be regarded as time worked for the Employer for the purpose of calculating the apprentice's wage and determining leave entitlements.
- 6.15 All fees charged by a RTO and the cost of all prescribed textbooks for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the Employer within six months of commencement of the apprenticeship or a stage of the apprenticeship, or within 3 months of the commencement of training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- 6.16 The Employer may meet its obligations under this clause by paying any fees and/or cost of textbooks directly to the RTO.
- 6.17 ***Payment of Wages***
- 6.18 Wages shall be paid on a weekly basis by electronic funds transfer to an acceptable financial institution nominated by the Employee.
- 6.19 The Employer may deduct from an Employee's wages, or any monies owing, any amount it is authorised or required to deduct, including any overpayment of remuneration or any amount provided for by this Agreement.

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## **7. ACCOMMODATION**

- 7.1 Where Employees are required to work at a location away from the Employer's premises which is such a distance that they cannot reasonably be expected to return home at night, the Employer will provide suitable board and lodging, or reimburse Employees any reasonable expense for meals and accommodation not provided.

- 7.2 Where Employees are provided with village accommodation, they are required to comply with the relevant rules for that accommodation village. Failure to comply with village behaviour standards may lead to the withdrawal of accommodation and possible termination of employment.
- 7.3 Where distance work is required, the Employer will provide appropriate transport or pay for the transport costs.
- 7.4 Subject to Clause 7.1, the minimum reimbursement for meals and accommodation not provided will be \$76.68 per day.
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## 8. HOURS OF WORK

- 8.1 Except as provided in clause 12 ("Jump Up Agreement") and clause 14 ("Shiftwork"), Ordinary Hours will not exceed an average of 38 per week over a defined work cycle.
- 8.2 No more than 8 ordinary hours can be worked in any one day.
- 8.3 Ordinary Hours shall be worked between 6.00 a.m. and 6.00 p.m., Monday to Friday (**Ordinary Hours**). The Employer will determine the actual method of working ordinary hours. The pattern of working hours within the spread of Ordinary Hours may be altered by agreement with an individual Employee or with the majority of Employees in the plant, site, workshop, section or sections concerned or by the Employer giving 1 weeks' notice.
- 8.4 Work done outside of ordinary hours will be payable at overtime rates as provided for by this Agreement.
- 8.5 Subject to Clause 12 ("Jump Up Agreement") if the Employer elects to roster the Employee on a system which provides for the accrual of RDOs then:
- (a) if the Employee is rostered to work a 38-hour week, the Employee will accrue one RDO for every four weeks worked by working eight hours each day, being paid 7.6 ordinary hours' pay and accruing 0.4 of an hour towards an RDO;
  - (b) if the Employee is rostered to work a 36-hour week, the Employee will accrue one RDO for every two weeks worked by working eight hours each day, being paid 7.2 ordinary hours' pay and accruing 0.8 of an hour towards an RDO;
  - (c) RDOs shall not be accrued during any period of leave or absence from work, except for paid public holidays;
  - (d) at the time of termination, any untaken RDO accrual hours shall be paid to the Employee at ordinary rates.
- 8.6 Where the Employee is engaged on a system which provides for the accrual of RDOs, a maximum of 5 RDOs can be banked unless agreement is reached with the Employer. Where more than 5 RDOs are banked, the Employer can direct the Employee to take any RDOs in excess of the 5 RDOs or pay the RDO hours (in excess of the 5 RDOs) to the Employee.

**9. ROSTERS**

- 9.1 The Employer may roster Employees to work from Monday to Sunday inclusive.
- 9.2 Employees will be provided with at least 48 hours' notice where the Employer is required to change the roster, or less than 48 hours' notice where the Employee agrees.
- 9.3 In emergency situations, however, the roster may be changed without notice.
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**10. OVERTIME**

- 10.1 The Employer may require an Employee to work a reasonable amount of overtime including rostered overtime. For the purposes of assessing reasonableness of hours worked, hours of work will be averaged over a 12-month period.
- 10.2 In computing overtime, each day stands alone.
- 10.3 Subject to the provisions of this clause, all work done beyond the ordinary hours on any day, Monday to Friday, inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 10.4 Overtime performed on:
- (a) Saturdays prior to 12.00 noon shall be paid for at the rate of time and one half for the first two hours and double time thereafter;
  - (b) Saturdays after 12.00 noon or on Sundays shall be paid for at the rate of double time; or
  - (c) Public holidays shall be paid for at the rate of double time and a half.

Where work is performed on a Saturday, the minimum engagement will be three hours and where work is performed on a Sunday or Public Holiday, the minimum engagement will be four hours.

***Working of Overtime***

- 10.5 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that an Employee has at least ten consecutive hours off duty between the work of successive days.
- 10.6 An Employee (other than a casual Employee) who works so much overtime between the termination of the Employee's ordinary work on one day and the commencement of the Employee's ordinary work on the next day so that the Employee has not had at least ten consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until the Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 10.7 If, on instructions of the Employer, a permanent Employee resumes or continues work without having had such ten consecutive hours off duty, the Employee shall be paid at double time until released from duty and shall then be entitled to be absent for such period of ten

consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

***Overtime Meal Allowance***

- 10.8 When an Employee is required to work overtime for at least 1.5 hours after working ordinary hours (inclusive of time worked for accrual purposes) Monday to Friday, they will be paid an amount of \$16.00 to meet the cost of a meal.
- 10.9 This will not apply when an Employee is provided with reasonable board and lodging or to those Employees who are in receipt of a living away from home allowance in accordance with Clause 7 of this Agreement.

***Recall***

- 10.10 When an Employee is recalled to work following completion of work:
- (a) the Employee shall be paid for at least three hours at overtime rates; and
  - (b) time reasonably spent in getting to and from work shall be counted as time worked.
- 10.11 When an Employee is instructed by the Employer to hold in readiness at the Employee's place of residence or other agreed place of residence for a call to work after ordinary hours, the Employee shall be paid at ordinary rates for the time the Employee so holds in readiness.

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**11. MEAL BREAKS AND REST PERIODS**

- 11.1 A rest period not exceeding ten (10) minutes and without deduction of pay will be allowed each day of work at a time determined by the Employer.
- 11.2 The Employer shall structure the working hours to include one half-hour unpaid meal break to be taken within the first six (6) hours of the commencement of work, provided that this may be extended upon agreement between an Employee, or group of Employees, and the Employer.
- 11.3 The Employer may stagger the times for Employees to take meal breaks and rest periods to meet operational requirements.
- 11.4 When an employee is required to work overtime after the usual finishing time of the day or shift for two hours or more, the employee must be allowed to take, without deduction of pay, a crib time of 20 minutes in duration immediately after such finishing time and thereafter, after each four hours of continuous work (also without deduction of pay), a crib time of 30 minutes in duration. In the event of an employee remaining at work after the usual finishing time without taking the crib time of 20 minutes and continuing at work for a period of two hours or more, the employee will be regarded as having worked 20 minutes more than the time worked and be paid accordingly.

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**12. JUMP UP AGREEMENT**

- 12.1 By way of a common-law agreement between the Employer and an Employee, an Employee may elect to work pursuant to the terms of a Letter of Assignment (LoA).

- 12.2 An election to work pursuant to the terms of a LoA will only be valid if the terms and conditions of the LoA are better off overall when compared to not only the Modern Award but also compared to this Enterprise Agreement as a minimum.
  - 12.3 For the avoidance of doubt at no stage can an Employee receive a payment or benefit less than the NES.
  - 12.4 An Employee or Employer engaged in a LoA may end the assignment agreement and revert to the terms of the Enterprise Agreement by providing 1 months' notice.
  - 12.5 A LoA is an agreement that applies to, or is prevalent on, a specific assignment that the particular Employee is working on.
  - 12.6 At all times a LoA is in operation, this Agreement will continue to apply to the Employer and the Employee. At no time can an Employee or the Employer elect (unilaterally or otherwise) not to be covered by the Agreement.
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### **13. REST AND RECREATION LEAVE**

- 13.1 An Employee may be required to work a system of works that includes Rest and Recreation Leave (**R&R**). R&R usually consists of a period of unpaid authorised leave, accrued RDOs (if applicable) and any paid leave which has been requested and approved.
  - 13.2 Where the Employee is rostered on a system which provides for R&R, after 12 weeks' continuous service (inclusive of periods of R&R) Employees will be entitled to 2 days' paid R&R and an additional paid day of R&R for each subsequent 12 weeks of continuous service.
  - 13.3 If, in such a case, the Employer elects to roster the Employee on a system which provides for R&R, any accrued RDO's shall generally be taken concurrently with the Employee's R&R.
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### **14. SHIFTWORK**

- 14.1 As a condition of employment, the Employees agree to work shift work when required to do so by the Employer.
- 14.2 The Employer has the right to direct Employees to work shift work but before it does so, it must give forty-eight (48) hours' notice of intention to introduce shift work. The notice will include advice of the intended starting and finishing times of the respective shifts. However, less than forty-eight (48) hours' notice may be given in the event of safety or emergency requirements.
- 14.3 Ordinary hours for shift workers will be an average of 38 hours per week. No more than 8 ordinary hours can be worked in any one day.
- 14.4 For the purposes of this clause morning shift means a shift commencing at or after 4.30am and before 6am and early afternoon shift means a shift commencing on or after 11am and before 1pm. When Employees are working the shifts defined in this sub-clause, they will be paid at the ordinary time hourly rate plus 25 per cent.
- 14.5 For the purposes of this Clause, night and afternoon shift is defined as follows:



- For general building and construction and metal and engineering construction sectors - Nightshift means any shift that commences at or after 3.00pm and before 11.00pm, Afternoon shift means a shift commencing at or after 1.00pm and before 3.00pm and Early Morning shift means a shift commencing at or after 11.00pm and before 4.30am.
- For civil construction - Nightshift means any shift starting at or after 8.00pm and before 6.00am and Afternoon shift means a shift starting at or after 10.00am and before 8.00pm.

14.6 In addition to the wages paid under this Agreement, Employees on Night, Afternoon or Early Morning Shift Work (excluding the shifts defined in clause 14.4) other than on a Saturday, Sunday or Public Holiday, shall be paid a flat loading of:

- a) Fifty (50) per cent of their ordinary hourly rate for ordinary hours worked when working in the general building and construction and metal and engineering industry; or
- b) Fifteen (15) per cent of their ordinary hourly rate for ordinary hours worked when working in the civil construction industry.

14.7 The shift work loadings specified above are not paid in the circumstances described in sub-clause 14.8 where only the applicable overtime work rate is applied.

14.8 Where an Employee is required to work Afternoon Shifts or Night Shifts for less than five consecutive shifts, the Employee will be paid at the applicable overtime work rate in lieu of any shift work loading.

14.9 The consecutive nature of shifts will not be regarded as broken, if work is not carried out on a public holiday, Saturday or Sunday.

14.10 Where an Employee is required to work permanent night shift which is defined as follows:

- a) during a period of engagement on shift, works night shift only; or
- b) remains on a night shift for a longer period than 4 successive weeks; or
- c) does not rotate or alternate with another shift (or day work) so as to give the employee at least 1/3 of their working time off night shift in each cycle;

that Employee will be paid a 30 per cent flat loading for all hours worked.

14.11 All time worked by a shiftworker in excess of or outside the ordinary hours (inclusive of time worked for accrual purposes) will be paid for at the rate of double time.

14.12 In lieu of the unpaid meal break in Clause 11.2, shift workers will be entitled to a half hour break that will be counted as time worked.

**15. INCLEMENT WEATHER**

- 15.1 Subject to clause 15.2, an Employee will not be required to work when the Employer determines that it is not reasonable or safe due to inclement weather and the Employee cannot be otherwise usefully engaged in other work.
- 15.2 In circumstances where emergency work is required, or it is necessary to complete a concrete pour already commenced to a practical stage, an Employee working in inclement weather will be paid at the rate of Double Time calculated to the next hour and in the case of wet weather, the Employee will be provided with adequate wet weather gear.
- 15.3 When an Employee is not required to work because of inclement weather by the Employer under this clause, the Employee is entitled to payment at the ordinary time hourly rate for ordinary hours up to a maximum of 32 hours pay in any four-week period.
- 15.4 Employees on a portion of a work site not affected by inclement weather must continue to work even though Employees working on other areas of the same work site may have stopped because of inclement weather.
- 15.5 Subject to the availability of alternative work in an Employee's classification, the Employer may require the Employee to transfer from a site or from a location on site, where it is unreasonable and/or unsafe to work because of inclement weather to:
- a) another area on the same site, where it is reasonable and safe to work; or.
  - b) to another site where it is reasonable and safe to work and where the Employer, if necessary, provides transport.
- 15.6 For the avoidance of doubt, any payment for time lost due to inclement weather under this clause is only payable at an Employee's applicable Hourly Rate of Pay for Ordinary Hours of Work.

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**16. ANNUAL LEAVE**

- 16.1 Annual leave is provided for in the NES.
- 16.2 For each year of service, the NES entitles Employees to:
- (a) 4 weeks of paid annual leave; or
  - (b) 5 weeks of paid annual leave if the Employee is a continuous shift worker. For the purposes of this clause and the NES, a continuous shift worked is defined as an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six 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.
- 16.3 Under the NES, annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year. Annual leave does not accrue during any period of unpaid leave, unauthorised absence or workers' compensation.

- 16.4 Annual leave can be taken by agreement between the Employer and Employee following a request by the Employee to take accrued annual leave. Leave approval is subject to the operational requirements of the workplace but shall not be unreasonably withheld.
- 16.5 Notwithstanding the above, the Employer may direct an employee to take annual leave in the circumstances below, provided the employee is given at least 2 weeks' notice:
- (a) where the Employee has more than 4 weeks of accrued annual leave, provided that the direction must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks when any other paid annual leave arrangements are taken into account;
  - (b) leave where it shuts down all or part of the business provided that if an Employee does not have sufficient accrued leave, he/she may be required to take leave without pay;
  - (c) accrued annual leave due to the operational requirements of the Employer.
- 16.6 Any untaken annual leave is paid out on termination.
- 16.7 Annual leave is paid at ordinary rates of pay for the employee's ordinary hours of work in the period. In addition, Employees will be paid a loading of 17.5 per cent calculated on that amount. This loading will also be paid on accrued annual leave paid out on termination of employment.
- 16.8 By written agreement with the Employer, an Employee may elect to cash out part of his/her accrued annual leave entitlement each 12 months, provided that:
- (a) paid annual leave cannot be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than four weeks;
  - (b) each cashing out of a particular amount of paid annual leave must be by a separate written agreement in writing between the Employer and the Employee; and
  - (c) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave.
- 16.9 This clause shall not apply to casual Employees.
- 

## **17. PERSONAL/CARER'S LEAVE**

- 17.1 Personal/carer's leave entitlements are provided for in the NES.

### ***Paid Personal/Carer's Leave***

- 17.2 The NES entitles Employees (other than casual Employees) to 10 days of paid personal/carer's leave for each year of service.
- 17.3 Under the NES, paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year. Paid personal/carer's leave does not accrue during any period of unpaid leave, unauthorised absence or workers' compensation.

17.4 Under the NES, paid personal/carer's leave may only be taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
  - (i) a personal illness, or personal injury, affecting the member; or
  - (ii) an unexpected emergency affecting the member.

17.5 Paid personal/carer's leave may not be taken in advance of accrual.

17.6 Under the NES, an Employee (other than a casual Employee) shall be paid for any period of paid personal/carer's leave at the Employee's ordinary rate of pay for the Employee's ordinary hours of work in the period.

***Unpaid Carer's Leave***

17.7 Unpaid carer's leave entitlements are provided for in the NES.

17.8 The NES entitles Employees (including casual Employees) to 2 days of unpaid carer's leave for each occasion (a ***permissible occasion***) when a member of their immediate family or household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

17.9 Under the NES:

- (a) an Employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in clause 17.8;
- (b) an Employee may take unpaid carer's leave for a particular permissible occasion as:
  - (i) a single continuous period of up to 2 days; or
  - (ii) any separate periods to which the Employee and the Employer agree;
- (c) an Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.

***Notice and Evidence Requirements (paid and unpaid personal/carer's leave)***

17.10 An Employee who is unable to attend work must notify the Employer as soon as practicable of his/her inability to attend work, the estimated duration of the absence and the reason for the absence. Generally, this should occur before the commencement of the Employee's shift.

17.11 An Employee who has given notice of the taking of personal/carer's leave must provide the Employer with evidence that would satisfy a reasonable person that the leave is being taken for the specified reason.

- 17.12 An employee is not entitled to take paid or unpaid personal/carer's leave under the NES unless the employee complies with these notice and evidence requirements.

***Workers' Compensation Exclusion***

- 17.13 An Employee is not entitled to take paid or unpaid personal/carer's leave during a period when the Employee is absent from work because of a personal illness, or a personal injury, for which the employee is receiving workers' compensation.

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**18. COMPASSIONATE LEAVE**

- 18.1 Compassionate leave entitlements are provided for in the NES.

- 18.2 The NES entitles Employees (including casual Employees) to 2 days of compassionate leave for each occasion (a ***permissible occasion***) when a member of their immediate family or household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

***Permissible occasions***

- 18.3 Under the NES:

- (a) an Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
  - (i) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in clause 18.2; or
  - (ii) after the death of the member of the Employee's immediate family or household referred to in clause 18.2.
- (b) an Employee may take compassionate leave for a particular permissible occasion as:
  - (i) a single continuous 2 day period; or
  - (ii) 2 separate periods of 1 day each; or
  - (iii) any separate periods to which the employee and the Employer agree.
- (c) if the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

***Payment***

- 18.4 Under the NES:

- (a) an Employee (other than a casual Employee) shall be paid for any period of compassionate leave at the Employee's ordinary rate of pay for the Employee's ordinary hours of work in the period.
- (b) for casual Employees, compassionate leave is unpaid leave.

***Notice and Evidence Requirements***

- 18.5 An Employee who wishes to take compassionate leave must notify the Employer as soon as practicable of the reason for and estimated period of the leave. Generally, this should occur before the commencement of work.
- 18.6 An Employee who has given notice of the taking of compassionate leave must provide the Employer with evidence that would satisfy a reasonable person that the leave is being taken for that reason.
- 18.7 An employee is not entitled to take compassionate leave under the NES unless the employee complies with the notice and evidence requirements in this Agreement.

***Workers' Compensation Exclusion***

- 18.8 An Employee is not entitled to take compassionate leave during a period when the Employee is absent from work because of a personal illness, or a personal injury, for which the employee is receiving workers' compensation.

***Definition of immediate family***

- 18.9 For the purpose of Clauses 17 and 18, immediate family is defined as:
- 18.10 A spouse, defacto partner, child, parent, grandparent, grandchild or sibling of the employee, or
- 18.11 A child, parent, grandparent, grandchild or sibling of a spouse or defacto partner of the employee.

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**19. FAMILY AND DOMESTIC VIOLENCE LEAVE**

- 19.1 This clause applies to all Employees, including casuals.
- 19.2 In this clause:
  - a) family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.
  - b) family member means:
    - i. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
    - ii. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or

- iii. a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- 19.3 An Employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:
- a) the leave is available in full at the start of each 12-month period of the Employee's employment; and
  - b) the leave does not accumulate from year to year; and
  - c) is available in full to part-time and casual Employees.
- 19.4 An Employee may take unpaid leave to deal with family and domestic violence if the Employee:
- a) is experiencing family and domestic violence; and
  - b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.
- 19.5 The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.
- 19.6 An Employee must give their Employer notice of the taking of leave. The notice:
- a) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
  - b) must advise the Employer of the period, or expected period, of the leave.
- 19.7 An Employee who has given their Employer notice of the taking of must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 19.2 (a).
- 

## 20. PUBLIC HOLIDAYS

20.1 The following days shall be observed as public holidays (**Public Holidays**):

- (a) New Year's Day (1 January);
- (b) Australia Day (26 January);
- (c) Good Friday;
- (d) Easter Monday;
- (e) Anzac Day (25 April);
- (f) Sovereign's Birthday;
- (g) Christmas Day (25 December); and

(h) Boxing Day (26 December),

provided that, if any other day declared by or under a law of a State or Territory is generally observed in a locality as an additional day or as a substitute day for any of the said holidays, the additional day shall also be observed or the day so substituted shall be observed.

- 20.2 Employees (other than casual Employees) who because it is a Public Holiday, are not required to work on a day on which they are normally required to work will be paid for the ordinary hours normally worked on that day up to a maximum of 7.6 hours.

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## 21. LONG SERVICE LEAVE

Long service leave entitlements are provided for in applicable legislation.

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## 22. UNPAID PARENTAL LEAVE

Unpaid parental leave entitlements are provided for in the NES.

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## 23. COMMUNITY SERVICE LEAVE

Unpaid leave for voluntary emergency management activities and leave for jury service (including up to 10 days' paid leave for Employees other than casuals) are provided for in the NES.

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## 24. SUPERANNUATION

- 24.1 Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees.

- 24.2 Contributions shall be paid into an eligible fund nominated by the Employee. Provided that where an Employee does not nominate a fund, or the Employer is unable to pay into that fund, contributions will be paid into a MySuper fund nominated by the Employer.

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## 25. TERMINATION OF EMPLOYMENT

- 25.1 Except in the case of Casual Employees, the contract of employment may be terminated at any time by:

- (a) the Employer giving the Employee written notice in accordance with the table below;  
or  
(b) the Employee giving the Employer notice in accordance with the table below:

Employee's period of continuous employment	Period of notice
Not more than 1 year	1 week



More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

The period of notice to be given by the Employer is increased by one week if the Employee is over 45 years of age and has completed at least 2 year's continuous service with the Employer. The Employee will not be required to provide additional notice because of age.

- 25.2 For casual Employees, employment may be terminated by either party giving one hour's notice.
- 25.3 Instead of providing notice, the Employer may provide the Employee with payment in lieu of notice for the period of notice not provided. Payment shall be the total of all amounts that, if the employment had continued until the end of the required notice period, the Employer would have become liable to pay.
- 25.4 Where the Employer has given notice of termination to an Employee and requires them to work out their notice period, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment.
- 25.5 If an Employee who is at least 18 years old does not give the period of notice required the Employer may deduct from wages due to the Employee an amount that is no more than one week's wages for the Employee.
- 25.6 Notwithstanding the above, an Employee may be dismissed without notice for serious misconduct, and in such case, wages shall be paid up to the time of dismissal only.

#### ***Return of Property***

- 25.7 On the termination of employment, the Employee must return all Employer property prior to receiving any final payments.

#### ***Abandonment***

- 25.8 If an Employee has three consecutive days of unauthorised absence from work without explanation, the Employer will make reasonable efforts to contact the Employee. If the Employer is unable to make contact with the Employee, then the Employer may consider that the Employee has abandoned their employment. In such circumstance, the Employee may be subject to disciplinary action, up to and including termination of employment.

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## **26. REDUNDANCY**

- 26.1 The following redundancy clause is an industry specific redundancy scheme as defined in section 12 of the Act. In accordance with section 123(4)(b) of the Act the provisions of Subdivision B—Redundancy pay of Division 11 of the NES do not apply to the Company and Employees covered by this Agreement.
- 26.2 The industry specific redundancy scheme from the Building and Construction General Onsite Award is incorporated by reference and but for clause 26.3, Employees are covered by the scheme.

- 26.3 Applicable rates for severance/redundancy have been included in the Base Rates of Pay in this Agreement and, as such, no further redundancy payments will be made.
- 

## **27. ACCIDENT PAY**

- 27.1 Accident pay means a weekly payment made to an Employee by the Employer that is the difference between the amount of workers' compensation received by the Employee and the payment for their ordinary hours each week. Where the incapacity caused by the injury which leads to workers' compensation becoming payable is for a period less than one week, the payment is the difference between the amount of compensation and the ordinary time hourly rate for that period. The ordinary time hourly rate does not include shift loadings or overtime.
- 27.2 Subject to the relevant workers' compensation claim being accepted, accident pay is payable from the time of the injury for which workers' compensation is paid for a total of 26 weeks in respect to the Employee's incapacity from that injury, regardless of whether the incapacity is in one continuous period or not.
- 27.3 Where an Employee receives a lump sum payment in lieu of weekly payments under the applicable workers' compensation legislation, the liability of the Employer to pay accident pay will cease from the date of receipt of the lump sum by the Employee.
- 27.4 For a casual Employee, the weekly payment as defined in clause 27.1 will be calculated using the Employee's average weekly ordinary hours with the Employer over the previous 12 months or, if the Employee has been employed for less than 12 months by the Employer, the Employee's average weekly ordinary hours over the period of employment with the Employer. The weekly payment will include casual loading but will not include shift loadings and overtime.
- 27.5 If an Employee entitled to accident pay under this clause returns to work on reduced hours or modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.
- 27.6 For the avoidance of doubt, an Employee will not be entitled to any payment under this clause in respect of any period of workers' compensation where the statutory payment for the period exceeds the amount the Employee would have received for working ordinary time hours for the same period.
- 

## **28. DISPUTE SETTLEMENT PROCEDURE**

- 28.1 If a dispute relates to:
- (a) a matter arising under this Agreement; or
  - (b) the NES;
- this clause sets out procedures to settle the dispute.
- 28.2 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 concerned and relevant supervisors and/or management.

- 28.3 Discussions should commence with a level of supervision or management appropriate to the particular dispute. If the dispute is not resolved at that level, discussions should involve the Employer's staff member responsible for industrial relations at the Site and, if the issue remains unresolved, the Employer's senior Site manager.
- 28.4 If discussions at the workplace level do not resolve the dispute a party to the dispute may refer the matter to the Commission.
- 28.5 If the Commission is satisfied clauses 28.2 and 28.3 have been complied with and genuine attempts have been made to resolve the dispute at the workplace level, the Commission must attempt to resolve the dispute by mediation or conciliation.
- 28.6 If the parties to the dispute agree, the Commission may attempt to resolve the dispute by making a recommendation.
- 28.7 If the dispute remains unresolved, the Commission can only arbitrate and make a determination that is binding on the parties (save for any right of appeal to the Commission) where all parties agree to the dispute being arbitrated and each party agrees in writing to be bound by the decision of the Commission (save for any right of appeal to the Commission).
- 28.8 The Commission must not make a determination that is inconsistent with:
- (a) any applicable version of the National Code of Practice for the Construction Industry and Implementation Guidelines, or successors thereto and howsoever named;
  - (b) the Building and Construction Industry (Fair and Lawful Building Sites) Code 2014 if enacted; or
  - (c) this Agreement.
- 28.9 Any party to the dispute may, at any stage, appoint a representative of their choice for the purposes of the procedures in this clause.
- 28.10 At all times whilst a question or dispute is being resolved work will continue.
- 

## **29. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

- 29.1 The Employer and an Employee covered by this Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of this Agreement (in relation to the Employer and the Employee), in order to meet the genuine needs of the Employer and the Employee.

- 29.2 The IFA must be genuinely agreed to by the Employer and the Employee.

### ***Terms that may be varied***

- 29.3 The terms of this Agreement the effect of which may be varied by an IFA are the following:

- (a) Classification and Wage Rates;
- (b) Hours of Work;
- (c) Overtime;

- (d) Meal and Crib Breaks;
- (e) Allowances; and
- (f) Shiftwork.

***Employer must ensure***

29.4 The Employer must ensure the IFA:

- (a) is in writing;
- (b) is about matters that would be permitted matters under section 172 of the FW Act;
- (c) does not include a term that would be an unlawful term under section 194 of the FW Act;
- (d) results in the Employee being better off overall than the Employee would be if no IFA was made;
- (e) is signed in all cases by the Employer and the Employee (and if the Employee is under 18 years of age by a parent or guardian of the Employee);
- (f) and a copy of the IFA is given to the Employee within 14 days after it is agreed.

29.5 The Employer or the Employee may terminate the IFA:

- (a) by either the Employer or the Employee giving 28 days written notice; or
- (b) if the Employer and Employee agree in writing — at any time.

---

**30. CONSULTATION**

30.1 This clause applies if a major workplace change is likely to have a significant effect or there is a change to the regular roster or ordinary hours of work on Employees **(the relevant Employees)**.

30.2 The Employer must notify and provide information to the relevant Employees of:

- (a) a major workplace change that is likely to have a significant effect on the employees; or
- (b) a change to their regular roster or ordinary hours of work.

30.3 The Employer must consult and invite the relevant Employees to give their views about:

- (a) the timing and introduction of the change;
- (b) the impact the change is likely to have on the Employees (including any impact in relation to their family or caring responsibilities); and
- (c) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees.

**MASS RESOURCES PTY LTD ENTERPRISE AGREEMENT 2022**

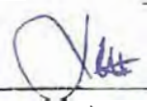
- 30.4 The Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 30.5 The Employer must consider matters raised about the major change or changes to their regular roster or ordinary hours of work by the relevant Employees.
- 30.6 An Employee may appoint a representative for the purposes of the consultation.

MASS RESOURCES PTY LTD ENTERPRISE AGREEMENT 2022

31. SIGNATURES

**Employer**

Signed for and on behalf of MASS Resources Pty Ltd (ABN: 73 633 200 503):

  
Signature on behalf of the Employer

Vladislav Lett  
Name of person authorised to sign

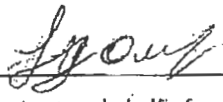
Org. & Development Manager  
Position

Date 14/06/2022

78 Walters Drive, Osborne Park 6017  
Address Post Code

**For Employees**

Signed on behalf of the Employees covered by this Agreement

  
Signature on behalf of the Employees

Jack Young  
Name of person authorised to sign

General Labourer  
Position

Date 14/06/22

52 Mitchell Street, Darwin 0800  
Address Post Code

## APPENDIX 1 – CLASSIFICATION DEFINITIONS

### Level 1

- Assistant Rigger
- Bitumen worker
- Builders' labourer group 4
- Cable jointer
- Concrete cutting or drilling machine operator
- Concrete floater
- Concrete formwork stripper
- Concrete gang worker
- Concrete gun or pump operator
- Demolition labourer
- Dresser and grinder
- Dump cart operator
- Employee directly assisting a tradesperson
- Erector (wire mesh)
- Fencer
- Gantry hand or crane hand
- General hand
- Geotextile/geomembrane worker level 1
- Insulator
- Ironworker on construction
- Jackhammer person
- Kerb and gutter layer
- Lagger 1st assembler B
- Lagger 2nd six months
- Landscape labourer
- Linesperson
- Machinist (precast concrete manufacture)
- Mixer driver (concrete)
- Mobile concrete pump hose person or line hand
- Mobile crane driver
- Painter brush hand
- Pick or shovel person

## **MASS RESOURCES PTY LTD ENTERPRISE AGREEMENT 2022**

- Plasterer, terrazzo or stonemason's assistant
- Sheetmetal worker 2nd class
- Spray painter
- Steel erector
- Tool/material storeman
- Tradesperson's labourer
- Welder 2nd class

### **Level 2**

- Aircon group 1
- Concrete batching plant operator
- Concrete finisher
- Employee operating power driven portable saw
- Forklift over 4500kg
- Geotextile/geomembrane worker level 2
- Hoist or winch driver
- Landscaper
- Scaffolder
- Spotter
- Steelfixer
- Store person
- Tack welder
- Traffic controller
- Wall builder

### **Level 3**

- Air compressor operator
- Air-conditioning tradesperson
- Bitumen sprayer
- Boilermaker and/or structural steel tradesperson
- Bridge and wharf carpenter
- Carpenter
- Caster
- Concrete finisher, powered
- Concrete spreader, powered



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- Crawler tractor with power operated attachments (up to and including 2000kg shipping mass)
- Crusher operator aggregate (dimension stone quarries)
- Drainer
- Dumper, rear and bottom (up to and including 2 cubic metres struck capacity)
- Electrician
- Fitter
- Fixer
- Floor layer specialist
- Floorsander
- Forklift driver
- Form setter
- Gardener
- Geotextile/geomembrane worker level 3
- Glazier
- Joiner
- Machinist
- Mobile concrete line pump operator
- Mobile hydraulic platform operator
- Motor mechanic
- Mechanical Fitter
- Operators of other cranes up to and including 5 ton
- Operator, drilling machine, up to and including 155 mm diameter
- Operator, pneumatic tyred tractor with power operated attachments (up to and including 5 kW net engine power)
- Operators of other cranes up to and including 5 ton
- Painter (including Artworker, Spraypainter, Shotblaster and Sandblaster)
- Paviour (including segmental paving)
- Pipe layer (any kind of pipes)
- Plant mechanic
- Plasterer
- Prefab tradesperson
- Quarry worker (dimension stone quarries)
- Renderer in pipes, tunnels or covered drains
- Rigger

## MASS RESOURCES PTY LTD ENTERPRISE AGREEMENT 2022

- Dogger
- Roof fixer
- Rooftiler (including Roof Slater)
- Second driver—Navvy and dragline or dredge-type excavator
- Serviceperson
- Sheetmetal worker 1st class
- Roller, vibrating (under 4 ton)
- Tradesperson (precast concrete manufacture)
- Tradesperson landscaper
- Trenching machine (small Ditch-Witch type)
- Welder 1st class
- Welder special class

### Level 4

- Bitumen sprayer (driver)
- Compactor—up to but not exceeding 48 kW (65 hp)
- Concrete paver
- Crawler loader (up to and including 15,000 kg mass)
- Crawler loader (up to and including 15,000 kg mass)
- Crawler tractor not using power operated attachments above class 3
- Crawler tractor using power operated attachments class 3, 4, 5 and 6
- Dumper, rear and bottom (above 2 cubic metres, up to and including 30 cubic metres struck capacity)
- Electrician special class
- Excavator up to and including 0.5 cubic metre capacity
- Floating crane—up to and including 10 ton
- Forklift—up to but not exceeding 48 kW (65 hp)
- Geotextile/geomembrane worker level 4
- Grader, power operated below 35 kW brake power
- Inspector
- Instrument tradesperson complex systems
- Instrument tradesperson
- Joiner special class
- Joiner-setter out
- Letter cutter
- Loader, front end or overhead, up to and including 2.25 cubic metres

## MASS RESOURCES PTY LTD ENTERPRISE AGREEMENT 2022

- Marker – setter out
- Mechanical tradesperson special class
- Mobile concrete boom pump operator
- Mobile crane—up to and including 10 ton
- Operator, tractor—up to but not exceeding 48 kW (65 hp)
- Operator, pneumatic tyred tractor—with power operated attachments (above 15 kW, up to and including 150 kW net engine power)
- Operator of mobile crane with lifting capacity in excess of 8 ton and not exceeding 15 ton
- Operator, drilling machine—over 155 mm to 230 mm diameter
- Other cranes—over 5 ton and not exceeding 15 ton road roller
- Road marker Operator
- Road roller (8 ton and above)
- Road roller, vibrating (4 ton and above)
- Scraper (up to and including 10 cubic metres struck capacity)
- Scraper, self-powered under 10 cubic metres struck capacity
- Skid steer tractor—up to but not exceeding 48 kW (65 hp)
- Skid steer tractor—up to but not exceeding 48 kW (65 hp)
- Specialist landscaper tradesperson
- Track laying, fixing or levelling machine (railway construction)
- Trench machine (depth up to 2.4 metres, and width up to 450 mm) and bucket wheel trencher with equivalent capacity in cubic metres per hour
- Tunneller 2
- Winding and haulage driver

### Level 5

- Compactor—from 48 kW (65 hp)
- Crawler loader (above 15,000 kg mass, up to and including 60,000kg mass)
- Crawler tractor using power operated attachments class 7, 8 and 9
- Dragline/shovel excavator—up to but not exceeding 3.0 metre capacity
- Dumper, rear and bottom (above 30 cubic metres, up to and including 120 cubic metres struck capacity)
- Dumper—up to but not exceeding 100 ton
- Excavator above 0.5 cubic metres
- Excavator—hydraulic telescopic boom type
- Forklift—from 48 kW (65 hp) up to but not exceeding 220 kW (295 hp)
- Grader Operator

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- Grader—from 96 kW (130 hp) up to but not exceeding 148 kW (200 hp)
- Loader—front end and overhead, from 48 kW (65 hp) up to but not exceeding 370 kW (500 hp)
- Locomotive (carrying passengers)
- Mobile crane—over 10 but not exceeding 100 ton
- Operator, pneumatic tyred loader (over 105 kW, up to and including 500 kW net engine power)
- Operator, pneumatic tyred tractor using power operated attachments in excess of 110 kW brake power
- Operator, tunnel boring machine; operator, tunnel excavating machine
- Other cranes—over 15 but not exceeding 100 ton
- Scraper, self-powered over 10 cubic metres struck capacity
- Side boom/pipe layer—up to but not exceeding 220 kW (295 hp)
- Skid steer tractor—from 48 kW (65 hp)
- Special class trades
- Tractor—from 48 kW (65 hp) up to but not exceeding 370 kW (500 hp)
- Trainee dogger/crane hand (fixed cranes)
- Trenching machine (greater than 2.4 metres depth and 450 mm width) and bucketwheel trencher with equivalent capacity in cubic metres per hour

### **Level 6**

- Dumper—from 100 ton struck capacity
- Electronics tradesperson
- Instrumentation and control tradesperson
- Loader—front end and overhead, from 370 kW (500 hp) up to but not exceeding 450 kW (600 hp)
- Mobile crane with lifting capacity in excess of 100 ton and not exceeding 140 ton
- Operator (dragline/shovel excavator—from 3 cubic metres, side boom/pipe layer—from 220 kW (295 hp)
- Operator of mobile crane with lifting capacity in excess of 140 ton and not exceeding 180 ton
- Tractor—from 370 kW (500 hp) up to but not exceeding 450 kW (600 hp)

### **Level 7**

- Dogger-crane hand (fixed cranes)
- Mobile crane with lifting capacity in excess of 180 ton and not exceeding 220 ton
- Operator, tower crane driver, operator of tractor—from 450 kW (600 hp)
- Operator, mobile crane with lifting capacity in excess of 220 ton)
- Sub-foreperson

**Level 8**

- Foreperson

IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2022/1998

Applicant:  
MASS Resources Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, Vlada Lett, Organisation and Development Manager, have the authority given to me by MASS Resources Pty Ltd to give the following undertakings with respect to the MASS Resources Pty Ltd Enterprise Agreement 2022 ("the Agreement"):

1. The casual rates in the table in Clause 6.1 of the Agreement will be replaced with the following:

Level	On commencement of this Agreement Casual Ordinary Hourly Rate \$
Level 1	\$31.34
Level 2	\$31.93
Level 3	\$32.81
Level 4	\$33.79
Level 5	\$34.75
Level 6	\$37.13
Level 7	\$38.83
Level 8	\$38.85

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

  
Signature

  
Date