
**Resource Services Group X Pty Ltd
Enterprise Agreement 2024-2028**

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1. Title

- 1.1 This Agreement is known as the *Resource Services Group X Pty Ltd Enterprise Agreement 2024-2028* (the **Agreement**).

2. Scope, Coverage and Relationship with Awards, Agreements and the NES

- 2.1 This Agreement shall apply to:

- (a) Resource Services Group X Pty Ltd (**Company** or **Employer**); and
- (b) Employees of the Company that perform work in Western Australia, South Australia, Tasmania, or the Northern Territory, and are engaged in any of the classifications set out in Schedule 1 of this Agreement.

- 2.2 Except where it is expressly stated in this Agreement to the contrary, this Agreement governs the terms and conditions of employment of employees to the exclusion of any other industrial instrument that might otherwise apply, including but not limited to the *Building and Construction General On-site Award 2020*; *Plumbing and Fire Sprinklers Award 2020*; *Electrical, Electronic and Communications Contracting Award 2020*; *Manufacturing and Associated Industries and Occupations Award 2020*.

- 2.3 This Agreement does not apply to an employee to whom a project enterprise agreement applies. A project enterprise agreement is an enterprise agreement made under the *Fair Work Act 2009 (Cth)* (**FW Act**) and approved by the Fair Work Commission (**FWC**) which applies to employees of the Company whilst they are performing work on a specific project.

- 2.4 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.

3. Location of work for employees

- 3.1 Employees covered by this Agreement will be required to work at locations or places of business operated or accessed by the Company to perform required work for the Company's clients in accordance with clause 2.1 of this Agreement.

- 3.2 For the avoidance of doubt, this Agreement places no restriction on the ability of the Company to determine when and where work can be performed to meet operational requirements.

4. Nominal expiry date

- 4.1 This Agreement shall commence seven (7) days after the date it is approved by the Fair Work Commission. The Agreement has a nominal expiry date of four (4) years after the date of approval of the Agreement.

- 4.2 This Agreement will continue to operate after its nominal expiry date unless it is terminated or replaced.

5. Employment types

Types of Employment

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

- (a) Full-time
- (b) Part-time

- (c) Casual
- (d) Specified period of time or specified task.

Full-time Employment

- 5.2 A full-time employee is an employee engaged to work an average of 38 ordinary hours per week, plus any reasonable additional hours.

Part-time Employment

- 5.3 A permanent employee (Part-Time) may be engaged to work a regular pattern of hours which average less than 38 Ordinary Hours per week. A part time employee will receive equivalent pay and conditions to those full-time employees who do the same kind of work, on a pro rata basis. The daily ordinary hours of work of a part-time employee must not exceed 8 hours. A part time employee must be engaged and paid for a minimum of 4 consecutive hours per shift.
- 5.4 Before commencing part-time employment, the employee and the Company must agree in writing:
- (a) On the hours to be worked by the employee, the span of days on and spread during which they will be worked and the commencing and finishing times for the work; and
 - (b) On the classification applying to the work to be performed.

- 5.5 The terms of the part-time agreement may be varied by agreement, with such variance to be recorded in writing.

- 5.6 All time worked outside or in excess of the agreed part-time ordinary hours will be overtime and will be paid at the rates prescribed in the relevant overtime provisions in this Agreement.

Casual Employment

- 5.7 A casual employee is one who is engaged and paid as such. Casual employees will receive a casual loading of 25% of the applicable Base Hourly Pay Rate set in this Agreement at clause 16. The casual loading of 25% is instead of paid annual leave, personal/carer's leave, community service leave, notice of termination, redundancy benefits, unworked public holidays and other terms and conditions that apply to permanent employees.

- 5.8 A casual employee will be entitled to the relevant penalty rates prescribed by clause 10 ("**Overtime**"), clause 12 ("**Shift Work**") and clause 22 ("**Public Holidays**") of this Agreement as the case may be, provided that:

- (a) Where the relevant penalty rate is time and a half, the casual employee must be paid 175% of the (permanent) base hourly rate prescribed for the employee's classification.
- (b) Where the relevant penalty rate is double time, the employee must be paid 225% of the (permanent) base hourly rate prescribed for the employee's classification.
- (c) Where the relevant penalty rate is double time and a half, the employees must be paid 275% of the (permanent) base hourly rate prescribed for the employee's classification.

- 5.9 A casual employee is not entitled to any payment for days not worked, including the off-duty days in a work cycle.

- 5.10 A casual employee is entitled to payment for minimum of four hours of work per shift.

- 5.11 Casual conversion shall be in accordance with the NES.

5.12 A casual employee is an employee engaged and paid as such and who works less than an average of 38 Ordinary Hours or five days per week over any two successive weeks.

Fixed Term /Specified Task Employment

5.13 An employee may be employed on a fixed term basis for a specified period or for a specified task or project. At the end of the specified period or task the employment will cease without the Company being required to provide notice that it will so expire (unless terminated earlier by either party in accordance with this Agreement).

5.14 The Company may choose to employ an employee for the duration of a specific project. If this is done, then at the end of the specified project, the employment will cease without the Company being required to provide notice (unless terminated earlier by either party in accordance with this Agreement).

5.15 For the avoidance of doubt, clauses 5.13 and 5.14 in no way limits the right and freedom of the Company to offer a project specific employee (or other fixed-term employees) another type of employment prior to the end of the Project.

6. Probation Period

6.1 All new permanent employees (other than casuals) will be subject to a probationary period of six (6) months commencing from the first day of employment.

6.2 During the probationary period either party may terminate the contract of employment by giving one (1) weeks' notice (or payment in lieu thereof).

6.3 If an employee resigns or is terminated, and refuses a Company request to work their notice period, then the employee will not be paid for the time they refused to work.

7. Termination of Employment – Required Notice

7.1 Employment may be terminated by the Company by providing the following notice:

Employee's period of continuous service with the Company	Notice to be given
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

7.2 The above period will increase by (one) 1 week if:

- (a) the employee is over 45 years old; and
- (b) has completed at least two (2) years of continuous service with the Company at the end of the day the notice is given, and employment was terminated by the Company.

7.3 A casual employee may be terminated at any time by either the Company or the employee giving four (4) hours' minimum notice (or payment in lieu of that four (4) hours' notice).

7.4 The notice specified in this clause will not apply in the case of "serious misconduct". (i.e. the employee can be terminated without the above notice of termination being provided or paid).

7.5 Without limiting the definition of "serious misconduct", it includes:

- (a) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
- (b) conduct that causes serious and imminent risk to:

- (i) the health or safety of a person; or
- (ii) the reputation, viability or profitability of the Company's business;
- (c) the employee, in the course of the employee's employment, engaging in:
 - (i) theft; or
 - (ii) fraud; or
 - (iii) assault;
- (d) the employee being intoxicated at work; or
- (e) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

Notice of termination to be given by employees

7.6 The notice of termination required to be given by an employee is the same as that required of the Company except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

7.7 If an employee fails to give the required notice the Company may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

8. Redundancy

8.1 Redundancy entitlements under this Agreement are in accordance with applicable terms of the following Modern Awards, which terms are incorporated into this Agreement, as set out in the Table below.

Classification Stream under this Agreement	Modern Award	Incorporated Term(s) of Modern Award (clause reference)
Electrical	<i>Electrical, Electronic and Communications Contracting Award 2020</i>	31
Construction/engineering construction	<i>Building and Construction General On-site Award 2020</i>	41
Maintenance / mechanical	<i>Manufacturing and Associated Industries and Occupations Award 2020</i>	46
Plumbing	<i>Plumbing and Fire Sprinklers Award 2020</i>	34

9. Hours of Work

9.1 Ordinary Hours:

- (a) will be worked between 6am and 6pm Monday to Friday (except as provided in clause 20 - Assignment Working Hours and clause 12 - Shift Work);
- (b) will be an average of 38 hours per week worked on the basis of 152 hours within a work cycle not exceeding 28 days; and

(c) will not exceed 8 hours per day (not including meal breaks).

9.2 Where the Company wishes to vary the pattern of working hours within the spread of ordinary hours, it may do so by agreement with the majority of the employees affected by the change. Failing agreement, the Company may effect the change by giving employees affected by the change one (1) weeks' notice of the change.

9.3 For employees not engaged in the construction/engineering construction classification stream, such employees may be engaged to work on a work cycle made up of working and non-working days. The total ordinary hours of work during a work cycle must not exceed 38 hours multiplied by the total number of working (on-duty period) and non-working (off-duty period) days in the cycle divided by seven.

10. Overtime

10.1 The Company 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 Other than for a Shift Worker (as defined in clause 12) and subject to the provisions of this clause, all work done beyond the ordinary hours on any day, will be paid for at the rate of time and one half for the first two (2) hours and double time thereafter, calculated on the relevant Base Hourly Pay Rate.

10.3 Other than for a Shift Worker, overtime performed on:

(a) **Saturdays (prior to 12 noon)** - will be paid for at the rate of time and one half for the first two (2) hours and double time thereafter, calculated on the relevant Base (permanent) Hourly Pay Rate for the employee's classification;

(b) **Saturdays (after 12 noon) or on Sundays** - will be paid for at the rate of double time, calculated on the relevant Base (permanent) Hourly Pay Rate for the employee's classification;

(c) **Public holidays** - will be paid for at the rate of double time and a half, calculated on the relevant Base (permanent) Hourly Pay Rate for the employee's classification.

10.4 Employees working the shifts prescribed in clause 10.3 above will be afforded at least four (4) hours' work or be paid for four (4) hours at the appropriate rate.

Working overtime

10.5 The Company will ensure, wherever reasonably practicable, that no employee will be required to work so much overtime that they do not have at least ten (10) consecutive hours off duty from completing one day's work to the commencement of the next day's work.

10.6 An employee who works so much overtime between the termination of the employee's ordinary work on one (1) day and the commencement of the employee's ordinary work on the next day so that the employee has not had at least ten (10) consecutive hours off duty between those times will, subject to this clause, be released after completion of such overtime until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

10.7 If, on instructions of the Company, such an employee resumes or continues work without having had such ten (10) consecutive hours off duty, the employee will be paid at double time rates until released from duty and will then be entitled to be absent for such period of ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

10.8 An employee will be:

- (a) permitted a paid rest break of 20 minutes after each four hours of overtime worked, if the employee is required to continue work after the rest break; and
- (b) paid at the applicable overtime pay rate.

10.9 The Company and an employee may agree to any variation of this clause to meet the circumstances of the workplace/project or site, provided that the Company is not required to make any payment in excess of or less than what would otherwise be required under this clause.

Recall

10.10 When an employee is recalled to work after leaving the job site:

- (a) The employee will be paid for at least four (4) hours at overtime rates; and
- (b) Time reasonably spent in getting to and from work will be counted as time worked.

10.11 The Company may require the called-out employee to carry out additional duties beyond the initial reason for the call-out.

Method of Calculation

10.12 When computing overtime payments, each day or shift worked will stand alone.

10.13 Any payments under this clause are in substitution of any other loadings or penalty rates.

11. Meal Breaks

11.1 For day shifts worked, an unpaid meal break not exceeding thirty (30) minutes duration will be allowed each day.

11.2 However, CW 1-6 Employees, when working a shift on a Saturday, Sunday and/or a public holidays, will be paid a meal break at his/her Base Hourly Pay Rate. To avoid doubt, the half hour paid meal break will not be counted as time worked.

11.3 For day shifts worked, a rest period not exceeding fifteen (15) minutes and without deduction of pay will be allowed each day of work at a time determined by the Company.

11.4 Unless agreed otherwise between the Company and employee, the meal break will be taken no later than five (5) hours after commencement of work on any day.

11.5 The Company may stagger the meal break to meet operational requirements but may not, without first obtaining agreement of an employee, postpone the meal break beyond the normal scheduled commencement time.

12. Shift Work

12.1 The Company has the right to direct employees to work Shift Work as required. Prior to the commencement of Shift Work, the Company will seek the agreement of the employees involved. Failing agreement, the Company will provide to the employees concerned one (1) weeks' notice of the commencement of Shift Work and the starting and finishing times of ordinary hours of the shifts.

12.2 Ordinary hours for employees working Shift Work:

- (a) will be an arrangement of working hours where the majority of the ordinary hours are worked outside of the spread of hours 6am - 6pm; and
- (b) will be an average of 38 per week worked based on 152 hours within a work cycle not

exceeding 28 days Monday to Friday; and

(c) will not exceed 8 hours per day.

12.3 In this Agreement, for employees engaged in the Electrical, Maintenance/Mechanical or Plumbing Classification Streams covered by this Agreement:

(a) "**Afternoon shift**" means any shift finishing after 6pm and at or before midnight; and

(b) "**Night shift**" means any shift finishing after midnight and at or before 8am.

In this Agreement, for employees engaged in the Construction/Engineering Construction Classification Stream covered by this Agreement:

(c) "**Afternoon shift**" means a shift commencing at or after 1pm and before 3pm; and

(d) "**Night shift**" means any shift finishing after midnight and at or before 8am.

12.4 The day on which the majority of Ordinary Hours on the shift falls shall be deemed as the day the total shift is worked.

Shift Work penalties

12.5 **Maintenance/Mechanical and Electrical** Shift Workers:

(a) will be paid a loading of 15% of the Base Hourly Pay Rate, for all Ordinary Hours worked on afternoon or night shift.

(b) will be paid a loading of 30% of the Base Hourly Pay Rate, for all Ordinary Hours worked on night shift (where the worker has worked night shift only for a period exceeding 4 consecutive weeks).

12.6 **Construction/Engineering Construction** employees:

(a) will be paid at time and a half of the Base Pay Rate, for all Ordinary Hours worked on afternoon or night shift.

12.7 **Plumbing** Employees will be paid a 33% loading on their Base Pay Rate, for all Ordinary Hours worked on Shift Work. (afternoon or night shift).

12.8 Shift Work employees, on afternoon or night shift, will be paid:

(a) time and a half of the Base Hourly Pay Rate, for all Ordinary Hours worked on a Saturday; and/or

(b) double the Base Hourly Pay Rate, for all Ordinary Hours worked on a Sunday;

(c) double time and a half of the Base Hourly Pay Rate, for all Ordinary Hours worked on a public holiday.

12.9 **Electrical and Construction/Engineering Construction** Shift Workers who work in excess of Shift Work ordinary hours as defined at clause 12.2 will be paid double time of the Base Hourly Pay Rate.

12.10 **Plumbing and Maintenance/Mechanical** Shift Workers who work in excess of Shift Work ordinary hours as defined at clause 12.2 will be paid at time and a half for the first two hours and double time thereafter of the Base Hourly Pay Rate.

Breaks for Shift Workers

12.11 A meal break not exceeding thirty minutes and without deduction of pay will be allowed during

each shift at a time determined by the Company. For the avoidance of doubt, the half hour paid meal break will not be counted as time worked for the purpose of payment of allowances. The meal break may be staggered to suit the operational requirements of the Site however it will be taken no later than six (6) hours after commencement of work except where agreed otherwise with the relevant employee(s).

- 12.12 A rest period not exceeding ten (10) minutes and without deduction of pay will be allowed each day at a time determined by the Company. Where rostered hours are for ten (10) hours or more, then the rest period will be extended to thirty (30) minutes.

13. Stand Down

- 13.1 The Company may stand down an employee without pay during a period in which the employee cannot be usefully employed because of one of the following circumstances:

- (a) Industrial action;
- (b) A breakdown of machinery or equipment, if the Company cannot reasonably be held responsible for the breakdown;
- (c) Stoppage of work for any cause for which the Company cannot reasonably be held responsible.

14. Inclement Weather

Definition of inclement weather

- 14.1 **Inclement weather** means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination of these conditions) where it is not reasonable or it is unsafe for employees to continue working in those conditions.

Incorporation of Modern Award terms in relation to inclement weather

- 14.2 The Modern Award terms set out in the Table below are incorporated in relation to inclement weather, with respect to the corresponding classification stream.

Classification Stream under this Agreement	Modern Award	Incorporated Term(s) of Modern Award (clause reference)
Electrical	<i>Electrical, Electronic and Communications Contracting Award 2020</i>	15
Construction/engineering construction	<i>Building and Construction General On-site Award 2020</i>	24
Plumbing	<i>Plumbing and Fire Sprinklers Award 2020</i>	21.11

- 14.3 It is recognised the *Manufacturing and Associated Industries and Occupations Award 2020* does not contain a specific inclement weather clause. For the purposes of inclement weather provisions only, the terms of clause 15 of the *Electrical, Electronic and Communications Contracting Award 2020* are incorporated into this Agreement and are deemed as the applicable terms for maintenance/mechanical employees covered by the *Manufacturing and Associated Industries and Occupations Award 2020*.

15. Fitness for Work

- 15.1 The Company is committed to promoting the safety, health and wellbeing of its employees.

As a result, employees covered by this Agreement agree to comply with:

- (a) all Company policies and procedures aimed at creating a safer working environment, especially (but not limited to) the Fit for Work procedure;
- (b) any drug and alcohol testing policy or procedure of a client of the Company where the employee is working; and/or
- (c) any direction from the Company, or a client of the Company where the employee is working, to submit to a medical examination where it is suspected the employee may not be fit and/or safe to perform work.

16. Classifications and Rates of Pay

16.1 Employees shall be classified in accordance with **Schedule A** at the back of this Agreement. The minimum wage rates payable to an employee under this Agreement shall be based on the employee's classification. The Table below sets out the minimum rates of pay for Employees.

Classification	Base permanent hourly rates from commencement of operation of Agreement	From the start of the first full pay period 12 months after commencement of Agreement	From the start of the first full pay period 24 months after commencement of Agreement	From the start of the first full pay period 36 months after commencement of Agreement
Construction / engineering construction				
CW1/ECW1	\$27.91	\$28.61	\$29.32	\$30.06
CW2/ECW2	\$30.08	\$30.83	\$31.60	\$32.39
CW3/ECW3	\$35.64	\$36.53	\$37.44	\$38.38
CW4/ECW4	\$37.80	\$38.75	\$39.71	\$40.71
CW5/ECW5	\$40.07	\$41.07	\$42.10	\$43.15
CW6/ECW6	\$42.23	\$43.29	\$44.37	\$45.48
CW7/ECW7	\$43.44	\$44.53	\$45.64	\$46.78
CW8/ECW8	\$44.49	\$45.60	\$46.74	\$47.91
ECW9	\$45.28	\$46.41	\$47.57	\$48.76
Maintenance/mechanical				
C14	\$25.65	\$26.29	\$26.95	\$27.62
C13	\$26.78	\$27.45	\$28.14	\$28.84
C12	\$27.91	\$28.61	\$29.32	\$30.06
C11	\$28.94	\$29.66	\$30.41	\$31.17
C10	\$33.37	\$34.20	\$35.06	\$35.94
C9	\$34.51	\$35.37	\$36.26	\$37.16
C8	\$35.64	\$36.53	\$37.44	\$38.38
C7	\$36.77	\$37.69	\$38.63	\$39.60
C6	\$37.80	\$38.75	\$39.71	\$40.71
C5	\$38.93	\$39.90	\$40.90	\$41.92
Electrical				
Electrical worker grade 1	\$34.60	\$35.47	\$36.35	\$37.26
Electrical worker grade 2	\$36.70	\$37.62	\$38.56	\$39.52
Electrical worker grade 3	\$38.90	\$39.87	\$40.87	\$41.89
Electrical worker grade 4	\$41.00	\$42.03	\$43.08	\$44.15
Electrical worker grade 5	\$43.20	\$44.28	\$45.39	\$46.52
Electrical worker grade 6	\$45.40	\$46.54	\$47.70	\$48.89
Electrical worker grade 7	\$47.50	\$48.69	\$49.90	\$51.15
Electrical worker grade 8	\$49.70	\$50.94	\$52.22	\$53.52
Electrical worker grade 9	\$50.71	\$51.98	\$53.28	\$54.61
Electrical worker grade 10	\$54.80	\$56.17	\$57.57	\$59.01
Plumbing				
PW1(a)	\$26.27	\$26.93	\$27.60	\$28.29
PW1(b)	\$27.30	\$27.98	\$28.68	\$29.40
PW1(c)	\$28.33	\$29.04	\$29.76	\$30.51
PW1(d)	\$29.36	\$30.09	\$30.85	\$31.62
PW2	\$30.39	\$31.15	\$31.93	\$32.73
PT1	\$31.42	\$32.21	\$33.01	\$33.84

PT2	\$32.45	\$33.26	\$34.09	\$34.95
PT1(spec)	\$33.48	\$34.32	\$35.17	\$36.05
PT2(spec)	\$34.51	\$35.37	\$36.26	\$37.16
APT1	\$34.61	\$35.48	\$36.36	\$37.27
APT2	\$36.67	\$37.59	\$38.53	\$39.49

16.2 These rates of pay incorporate all allowances and loadings, however described, that might have been payable under a Modern Award if that Modern Award had instead applied to an employee and not this Agreement. No other allowances and loadings, however described, are payable under this Agreement, unless expressly provided for in this Agreement.

16.3 Payment of wages will be on a weekly basis by electronic funds transfer into the employee's nominated bank account.

17. Apprentices

17.1 The Company commits to the employment and development of apprentices as a necessary and positive way to enhance the skills of young workers entering the workforce and industry, as well as developing the Company's overall skills and capabilities.

17.2 In the event an apprentice is employed under this Agreement, the Company commits such employees will not be paid less than 5% above what they are entitled to under the corresponding Modern Award. Such employee shall also be entitled to any other non-monetary entitlements arising under the following clauses of the relevant Modern Award which clauses shall be incorporated as terms of this Agreement. To avoid doubt, only one set of the following Modern Award terms as incorporated can apply to an employee on any occasion /i.e. there is no double dipping or double up of benefits).

- (a) Clause 12 of the *Electrical, Electronic and Communications Contracting Award 2020*.
- (b) Clause 14 of the *Building and Construction General On-site Award 2020*.
- (c) Clause 12 of the *Manufacturing and Associated Industries and Occupations Award 2020*.
- (d) Clause 13 of the *Plumbing and Fire Sprinklers Award 2020*.

18. Allowances

Fares and Travel Allowance

18.1 Employees will be paid a Fares and Travel Allowance for each day worked of \$21.19 per day, where the employee starts and finishes work on a construction site.

18.2 Fares and Travel Allowance will also be paid each time an employee is recalled after leaving the worksite to resume work on overtime or a call out.

18.3 Despite clause 18.1, Fares and Travel Allowance will not be payable on any day for which the Company provides transport free of charge from the employee's home or Company provided accommodation to their place of work and return, or if the Company provides the employee with use of a Company vehicle where the Company pays for fuel and other running costs. Fares and Travel Allowance will also not be payable in circumstances set out in clause 18.5.

18.4 Where an employee agrees to the Company's request to use the employee's own vehicle in the course of their employment the employee will be paid an allowance per kilometre travelled of \$0.95 per kilometre.

18.5 If an employee is required to travel to a construction site that is:

- (a) not located in a metropolitan radial area in which the employee's usual place of

residence is located; and

- (b) more than 50 kms by road from the employee's usual place of residence;

the employee will be entitled to the distant work payment in clause 18.5(c) instead of the allowance in clause 18.1.

- (c) The distant work payment is:

- (i) payment for the time outside ordinary working hours reasonably spent in travel, paid at the ordinary time hourly rate, calculated to the next quarter of an hour, and with a minimum payment of one half an hour per day for each return journey; and
- (ii) any expenses necessarily and reasonably incurred in such travel, which will be \$0.57 per kilometre where the employee uses their own vehicle.

- (d) Despite clause 18.5, the distant work payment is not payable when, at the commencement of employment, the employee's usual place of residence was more than 50km by road from the construction site on which the employee was initially engaged.

- (e) In this subclause, a metropolitan radial area is the area within a radius of 50 kilometres of:

- (i) the GPO of a capital city of a State or Territory; or
- (ii) the principal post office in a regional city or town in a State or Territory.

First Aid Allowance

- 18.6 An employee who is appointed by the Company 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 daily allowance of \$5.67 per day.

Meal Allowance

- 18.7 Where an employee is required to work overtime for 2 hours or more after working their ordinary hours, and the employee was not notified on the previous day or earlier of the requirement to work, the employee will be paid either a meal allowance of \$18.10 per occasion or will be supplied with a meal by the Company.

All Purpose Leading Hand Allowances

- 18.8 For the purposes of this clause leading hand means an employee who is given by the Company the responsibility of directing and/or supervising the work of other persons, or in the case of only one person the specific responsibility of directing and/or supervising the work of that person.

- 18.9 A person specifically appointed to be a leading hand will be paid, as a minimum, the hourly all-purpose allowance specified in the table below in addition to the employee's own rate of pay or the hourly rate of pay being paid to the highest classification being supervised by that employee (whichever is the greater):

Classification stream	Leading Hand Allowance
Construction/Engineering construction	\$2.25 per hour
Maintenance/mechanical	\$56.50 per week
Electrical	\$52.00 per week
Plumbing	\$51.50 per week

All Purpose Tool Allowance

- 18.10 A tool allowance will be paid for all purposes of the Agreement in accordance with the following table, where the employee is required to provide their own tools:

Classification stream	Tool allowance
Construction / Engineering construction	\$1.00 per hour for each hour worked to a maximum of \$38.00 per week
Maintenance/mechanical	\$17.50 per week
Electrical	\$22.00 per week (EW5 and above only)
Plumbing	\$23.50 per week

Other Allowances arising from Incorporated terms of Modern Awards

- 18.11 The following Tables sets out other Allowances that may be payable to employees under this Agreement, from time to time, having regard to the relevant classification of the employee and the eligibility criteria set out in the Modern Award that qualifies an employee to be paid that entitlement. Only one set of Modern Award terms, as incorporated, can apply to an employee on any occasion (i.e. there is no double dipping or double up of benefits).

Table 1 – Building and Construction General On-Site Award 2020

Classification stream and relevant Modern Award	Allowances	Entitlement	Incorporated Terms of Modern Award (clause reference)
Construction/ engineering construction (Building and Construction General On-site Award 2020)	Compensation for clothes and tools	Per Award provisions	21.3
	In charge of plant	\$46.77 per week	23.9(b)
	Scaffolding/rigging certificate	\$0.84 per hour	23.10(c)

Table 2 – Manufacturing and Associated Industries and Occupations Award 2020

Classification stream and relevant Modern Award	Allowances	Incorporated Terms of Modern Award (clause reference)
Maintenance / mechanical (Manufacturing and Associated Industries and Occupations Award 2020)	Special rates	30.4

Table 3 – Electrical, Electronic and Communications Contracting Award 2020

Classification stream and relevant Modern Award	Allowances	Incorporated Terms of Modern Award (clause reference)
Electrical (Electrical, Electronic and Communications Contracting Award 2020)	Nominee allowance	18.3(d)
	Electrical distribution line maintenance and tree clearing allowance	18.3(e)
	Multistorey and towers allowances	18.4(a)-(b)

Table 4 – Plumbing and Fire Sprinklers Award 2020

Classification stream and relevant Modern Award	Allowances	Incorporated Terms of Modern Award (clause reference)
Plumbing (Plumbing and Fire Sprinklers)	Plumbing Trade allowance	21.3(b)
	Registration Allowance	21.3(c)

Award 2020)	Fire sprinkler fitting trade allowance	21.3(e)
	Accepting responsibility to statutory authorities	21.4(a)
	Acting on welding certificate	21.4(b)
	Lead burning	21.4(c)
	Service work while engaged in fire sprinkler fitting	21.4(f)
	Computing quantities	21.4(g)
	Laser safety officer allowance	21.4(h)
	Specific disability related allowances	21.5
	Other allowances	21.6

19. Accommodation, Living Away and Distant Work

19.1 Where employees are required to work at a location away from the Company's premises, and are provided with accommodation, the employees are required to comply with the relevant rules for that accommodation. Failure to comply with accommodation behaviour standards may lead to the withdrawal of accommodation and possible termination of employment.

19.2 Other entitlements in relation to accommodation, living away from home and distant work, shall be in accordance with clause 19.3 below.

Incorporation of Modern Award terms regarding LAFHA and Distant Work

19.3 The Modern Award terms set out in the Table below are incorporated in relation to Living Away from Home Allowance and Distant Work. The employee's classification is the basis of the application of the relevant incorporated Modern Award terms regarding LAFHA and Distant Work entitlements. Employees cannot be entitled to the benefits of more than one set of entitlements under an incorporated Modern Award term and this Agreement.

Classification stream	Modern Award	Incorporated Terms of Modern Award
Construction/ engineering construction	Building and Construction General On-site Award 2020	25
Electrical	Electrical, Electronic and Communications Contracting Award 2020	18.7
Maintenance / mechanical	Manufacturing and Associated Industries and Occupations Award 2020	30.5(c)-(d)
Plumbing	Plumbing and Fire Sprinklers Award 2020	21.10

20. Assignment-Specific Working Hours and Arrangements

36-hour week

20.1 As an alternate to the standard Hours of Work per week stated above, an employee may be required to work on a site, project or assignment which instead uses a 36 ordinary hour week.

20.2 If the Company elects to roster the employee on a 36 ordinary hour week, then, for that employee whilst so engaged, ordinary hours for all purposes of this Agreement will not exceed an average of 36 per week over a specified work cycle.

RDOs

20.3 An employee may be required to work on a site, project or assignment on which hours are arranged on a system which provides for employees to accrue rostered days off (RDOs).

20.4 If, in such a case, the Company 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 thirty-eight (38) hour week, the employee will accrue one (1) RDO for every four (4) weeks worked by working eight (8) 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 thirty-six (36) hour week, the employee will accrue one (1) RDO for every two (2) weeks worked by working eight (8) hours each day, being paid 7.2 ordinary hours' pay and accruing 0.8 of an hour towards an RDO;
- (c) RDOs will 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 will be paid to the employee at the ordinary rate applicable at the time of termination.

Work Cycles

- 20.5 An employee may be required to work on a site, project or assignment which uses a system of work cycles comprising work periods and non-work periods.
- 20.6 Non-work periods usually consist of a portion of unpaid authorised absence, a portion of accrued RDOs (if applicable) and a portion of any paid leave which has been requested and approved or prearranged.
- 20.7 If the Company elects to roster the employee on a system which provides for RDOs, any accrued RDOs will generally be taken as a portion of the employee's non-work periods.

21. Superannuation

- 21.1 The Company will make contributions in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth). Where an employee has not nominated a Fund of their choice, the Company will make payments to the Company's default MySuper-compliant fund on the employee's behalf.
- 21.2 As an alternative to the Company's default MySuper-compliant fund, employees may elect to have Superannuation contributions made to an approved Fund of their choice.

22. Leave

- 22.1 Employees (other than casual Employees) covered by this Agreement are entitled to paid annual leave and personal/carer's leave under and subject to the provisions of the NES.
- 22.2 Employees will be entitled to 152 hours' (4 weeks') annual leave per annum.
- 22.3 Continuous Shift Workers (as defined in this clause 22.3) will be entitled to one (1) additional week of annual leave in accordance with the NES. For this purpose a Continuous Shift Worker is an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least five (5) consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Company) and who is regularly rostered to work those shifts.
- 22.4 Subject to clause 22.4(a) below, annual leave loading of 17.5% shall be payable to (permanent) employees when they take a period of paid annual leave, calculated on the employee's Base Rate of Pay set out at clause 16 of this Agreement, for the employee's classification. Provided that the following shall also apply.
 - (a) Where the employee would have received shift loadings had the employee not been on leave during the relevant period and such loadings would have entitled the employee to a greater amount than a loading of 17.5% of the payment under clause

22.4, then the shift loadings must be added to employee's Base Rate of Pay, prescribed by clause 16 instead of the 17.5% loading; and

- (b) Where an employee is receiving payments such that the employee's base rate of pay is higher than the minimum rates set out in clause 16 of this Agreement, then in accordance with section 90 of the FW Act, the employee is entitled to receive that higher rate of pay while on annual leave. Annual leave loading is not payable if the employee's rate of pay is more than the 17.5% above the applicable base rate of pay in clause 16, or more than the amount that would be payable under clause 22.4(a) in the case of Shift Workers. In that situation, the employee would simply be paid their higher rate.

22.5 All employees (excluding casual Employees) will be entitled to 10 days personal leave per annum in accordance with the NES.

22.6 Public holidays are provided for in the NES. By agreement between the Company and the employee, an alternative day may be taken as the public holiday instead of any of the days prescribed in the NES. This clause shall be read subject to applicable law in relation to requests to work on public holidays.

22.7 Employees covered by this Agreement shall be entitled to parental leave, compassionate leave and unpaid carer's leave in accordance with and subject to the provisions of the NES.

22.8 An employee shall be entitled to long service leave in accordance with the relevant legislation in the state where the employee performs work under this agreement. The Company will ensure that any registration necessary for the purpose of Portable Long Service Leave Schemes (if applicable) will be undertaken.

22.9 An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be released from work and reimbursed in accordance with the NES. The employee will be required to provide a copy of the receipt for the amount paid under Jury Service.

23. Dispute Resolution

23.1 In the event of a dispute about a matter arising from the application or interpretation of this Agreement, or the National Employment Standards (NES), the following procedure will apply:

- (a) **STEP 1:** The matter will in the first instance be discussed between the employee/s concerned and the relevant immediate supervisor.
- (b) **STEP 2:** If the matter remains unresolved, it will be referred for discussion between employee/s concerned and more senior levels of the Company's management.
- (c) **STEP 3:** If the matter remains unresolved at the workplace level, a party to the dispute may refer the matter to the FWC for assistance through mediation, conciliation, expressing an opinion or making a non-binding recommendation.
- (d) **STEP 4:** If the FWC is still unable to resolve the dispute at that stage, it may then, by agreement between the parties, arbitrate the dispute and make a determination that is binding on the parties. A decision that FWC makes when arbitrating a dispute is a decision for the purposes of Division 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision. In arbitrating, FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

23.2 Any dispute referred to the FWC under this clause (including for mediation, conciliation or arbitration) should be dealt with by a member agreed by the parties at the time or, in default of agreement, a member nominated by either the head of the relevant Panel or the President.

- 23.3 By agreement between the parties any or all of the above steps may be bypassed in the interest of speedy resolution of the dispute. Each stage of the procedure will be undertaken with all possible expedition and reasonable time limits shall be allowed for each stage of the dispute settlement process. At each stage, the parties may agree that one or more stages are redundant to a particular problem.
- 23.4 It is a term of this Agreement that while the steps of this procedure are being followed, work shall continue normally unless an employee has a reasonable concern about an imminent risk to his or her health and safety. If such concern exists, the employee must not unreasonably fail to comply with a direction of the Company to perform other available work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 23.5 A party to a dispute may appoint a representative of their choice at any stage during the use of this procedure.

24. Individual Flexibility Agreement

- 24.1 The Company and an 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 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 Company 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 Company and employee.
- 24.2 The Company must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 24.3 The Company must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Company and employee; and
 - (c) is signed by the Company 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.
- 24.4 The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (a) The Company or employee may terminate the individual flexibility arrangement:
 - (b) by giving 28 days' written notice to the other party to the arrangement; or
 - (c) if the Company and employee agree in writing - at any time.

25. Consultation Regarding Major Workplace Change

25.1 This term applies if the Company:

- (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 employees of the enterprise; or
- (b) proposes to introduce a change to the regular roster or Ordinary Hours of work of employees.

Major change

25.2 For a major change referred to in Clause 25.1(a):

- (a) the Company must notify the relevant employees of the decision to introduce the major change; and
- (b) Clauses 25.3 to 25.8 and 25.14 apply.

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

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the
- (b) purposes of consultation; and
- (c) the employee or employees advise the Company of the identity of the representative;
- (d) the Company must recognise the representative.

25.4 As soon as practicable after making its decision, the Company 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 Company is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes 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) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

- 25.5 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 25.6 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 25.7 If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in Clauses 25.2(a), 25.3 and 25.4 are taken not to apply.
- 25.8 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 Company'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.

Change to regular roster or Ordinary Hours of work

- 25.9 For a change referred to in Clause 25.1(b):
- (a) the Company must notify the relevant employees of the proposed change;
 - (b) Clauses 25.10 to 25.14 apply.
- 25.10 The relevant employees may appoint a representative for the purposes of the procedures in this clause. 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 Company of the identity of the representative;
- the Company must recognise the representative.
- 25.11 For a change to the relevant employees' regular roster or Ordinary Hours of work, the Company must:
- (a) Provide information to the relevant employees about the change, including the nature of the change, what the Company reasonably believe will be the effects of the change on the employees, and other matters that the Company reasonably believes are likely to affect the employees; and
 - (b) 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); and
 - (c) Consider any views given by the relevant employees about the impact of the change.

- 25.12 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 25.13 In this clause, 'relevant employees' means the employees who may be affected by a change referred to in Clause 25.1.
- 25.14 Any attendance by an official of an employee organisation pursuant to this clause does not excuse such official from compliance with the right of entry provisions of the Act.

26. SIGNATORIES

Signed for and on behalf of the Company, Resource Services Group X Pty Ltd by its authorised representative.

Name David O'Riordan

Position Director

Explanation of person's authority to sign Director

Address Unit D, 10-16 South St, Rydalmere NSW 2116

Date 17/06/2024



Signed for and on behalf of Employees, by an employee representative.

Name Dan Turner

Position Electrician

Explanation of person's authority to sign - Nominated by employees to sign the document

Address - 184 Adelaide Terrace, Perth, Western Australia, 6004

Date - 18/06/2024

SCHEDULE A – CLASSIFICATIONS

Employees shall be classified in accordance with this Schedule. Employees will be advised of their classification level at commencement of employment. Classifications may be changed from time to time based on the work or position being performed by the employee, in accordance with the classification descriptors in this Schedule. For the purposes of this Agreement, the following classification definitions shall apply:

Construction/engineering construction workers – CW1-CW8; ECW1-ECW9

The Group classifications applicable to construction work will be as per the classification definitions and roles in the *Building and Construction General On-site Award 2020* (CW1 to CW8, and ECW1 to ECW9). Schedule A (Classification Definitions) of the *Building and Construction General On-site Award 2020* is incorporated as a term of this Agreement in relation to these classifications.

Maintenance – C14 to C5 only

The wage group classifications applicable to maintenance work will be as per the classification definitions and roles in the *Manufacturing and Associated Industries and Occupations Award 2020* (C14 to C5 only). Schedule A (Classification Structure and Definitions) of the *Manufacturing and Associated Industries and Occupations Award 2020* is incorporated as a term of this Agreement in relation to C14 to C5 classifications.

Electrical – EW1 to EW10

The classifications applicable to electrical work will be as per the classification definitions and roles in the *Electrical, Electronic and Communications Contracting Award 2020* (EW1 to EW10). Schedule A (Classification Definitions) of the *Electrical, Electronic and Communications Contracting Award 2020* is incorporated as a term of this Agreement in relation to Electrical Worker Grade 1 to Electrical Worker Grade 10 classifications.

Plumbing and mechanical services – PW1(a) to APT2

The classifications applicable to plumbing work will be as per the classification definitions and roles in the *Plumbing and Fire Sprinklers Award 2020*. Schedule A (Classification Definitions) of the *Plumbing and Fire Sprinklers Award 2020* is incorporated as a term of this Agreement in relation to the following classifications (as per the abbreviations described below).

PW1(a) - Plumbing and mechanical services worker/Sprinkler fitting worker Level I(a) (new entrant in the industry).

PW1(b) - Plumbing and mechanical services worker/Sprinkler fitting worker Level I(b) (after three months in the industry).

PW1(c) - Plumbing and mechanical services worker/Sprinkler fitting worker Level I(c) (after 12 months in the industry).

PW1(d) - Plumbing and mechanical services worker/Sprinkler fitting worker/Fire Technician Level 1(d) (upon fulfilling the substantive requirements of Plumbing and mechanical services worker Level 1(d)).

PW2 - Plumbing and mechanical services worker/Sprinkler fitting worker Level 2.

PT1 - Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 1.

PT1(spec) - Plumbing and mechanical services tradesperson-special class/Sprinkler fitter tradesperson special class Level 1.

PT2 - Plumbing and mechanical services tradesperson/Sprinkler fitter tradesperson Level 2.

PT2(spec) - Plumbing and mechanical services tradesperson-special class/Sprinkler fitter tradesperson special class Level 2.

APT 1 - Advanced plumbing and mechanical services tradesperson/ Advanced sprinkler fitter tradesperson Level 1.

APT 2 - Advanced plumbing and mechanical services tradesperson/ Advanced sprinkler fitter tradesperson Level 2.