

Summary of Wording changes

EA 2018



EA 2021

...and continuation of industry leading benefits

Undertaking No.	EA 2018 Clause	Proposed amended wording to be included in EA 2021 Including INCORPORATION OF UNDERTAKINGS	Comments
N/A	1.1 Title	This Agreement shall be known as the Hastings Deering (Australia) Limited Enterprise Agreement 2021 .	Drafting update
N/A	1.3 Application and Award Incorporation	(a) Subject to the provisions contained in this clause, the Agreement incorporates the Manufacturing and Associated Industries and Occupations Award 2010 2020 (the Award) as in operation as at the commencement of this Agreement.	Drafting update and correction
N/A	1.4 (b) Definitions	Agreement means this agreement, the Hastings Deering (Australia) Limited Enterprise Agreement 2021 .	Drafting update
N/A	1.4(d) Definitions	Award means the Manufacturing and Associated Industries and Occupations Award 2010-2020	Drafting update
N/A	1.5(a) Operation of the Agreement	This Agreement shall commence seven days after the date that it is approved by the Fair Work Commission. The nominal expiry date of this Agreement will be 14 September 2021 [insert] .	Drafting update
N/A	3(a)(i) Consultation	This term applies where the Company: <ul style="list-style-type: none"> (i) post feasibility, has made a definite decision to introduce a major change to production, program, organisation, structure or technology (autonomous) in relation to its enterprise that is likely to have a significant effect on Employees; or 	This amendment to consultation takes into account the introduction of any future major changes including autonomous technology

N/A	3(b) Consultation and Major Change	(b) For a major change referred to in paragraph 3-4 (a)(i):	Drafting correction
N/A	3(j) Consultation and Change to Regular Roster or Ordinary Hours of Work	(j) For a change referred to in clause 3-4 (a)(ii):	Drafting correction
N/A	3(p)	<p>Autonomous technology</p> <p>(p) For a major change referred to in paragraph 3 (a)(i):</p> <ul style="list-style-type: none"> (i) the Company will consult with affected Employees and their representatives (if applicable) regarding any decision post feasibility study to definitely introduce autonomous technologies that are likely to have a significant effect on Employees; and (ii) the Company is committed to minimising the impact of incorporating autonomous technologies on Employees and to that end, will consider mitigation of such impacts by means of training and/or redeployment. (iii) For the purposes of this clause, significant effect has the same meaning as outlined at clause 3 (a)(i). 	This amendment to consultation takes into account the introduction of any future major changes including autonomous technology
N/A	3.1(b),(c), and (d) National Consultative Committee	<p>(b) The requirements, objectives and Employee Representative composition of this committee will be governed by the NCC Member Guidelines. These guidelines will be endorsed by the NCC and reviewed on an annual basis. Should a dispute about the NCC Member Guidelines arise, the dispute resolution procedure as outlined in clause 4.4 will apply.</p> <p>(c) NCC meetings will be held four times per year with two meetings to be facilitated via video conferencing and two meetings to be facilitated in person, either in Brisbane or Mackay.</p> <p>once per year in August on a date advised by the Company in the month prior to the NCC. The NCC may hold two meetings during a year if agreed by the Company and Employee Representatives</p>	<p>Drafting correction at (b)</p> <p>NCC meetings increased to provide for more regular engagement and consultation with our Employee Representatives and Union representatives</p>

		(d) Employees will be provided with up to thirty minutes, paid at their Wage Rate to attend an NCC report back meeting during their Rostered Shift following each NCC. The Employee Representative and relevant manager must agree on a suitable date, time and location prior to holding each meeting. Officials and/or officers of the Union will be invited to attend and participate in such paid meetings.	
N/A	3.2(b) LCC	The requirements, objectives and Employee Representative composition of this committee will be governed by the LCC Member Guidelines which will be developed by each LCC and reviewed each year. Should a dispute about the LCC Member Guidelines arise, the dispute resolution procedure as outlined in clause 4.4 will apply.	Drafting correction
N/A	4.2 Shared Responsibility	The Company and Employees agree to respect and value the diversity of the workplace by helping to prevent and eliminate unlawful discrimination, harassment and bullying. The Company will observe established procedures and consultative processes to help achieve this objective. The Company provides support for Employees experiencing domestic violence. For further details regarding this support, please contact the HR team.	Domestic and Family Violence support given its own standalone clause in the agreement.
N/A	4.4 Dispute Resolution Procedure	(a) Where there is a dispute about matters arising under this Agreement or the NES, the following steps will apply: (a) Where there is a dispute about a matter listed below, the steps within this procedure shall apply: 1. A matter arising under this Agreement; or 2. A matter arising under the NES; or 3. A disciplinary outcome other than a dismissal. (i) The Employee/s concerned will first discuss the issue with their immediate supervisor who will take all reasonable steps to resolve the matter within five working days. (ii) If the matter remains unresolved, the matter shall be committed in writing using the Company dispute form (HDAL-HR-18-F13) and referred to the supervisor's manager allowing five working days for resolution.	Amended to allow for a broader application of dispute, also increased access to representation during discussions. (a) the only material amendment is the inclusion at (a)3 which extends the application of a dispute to a disciplinary

		<p>(iii) If the matter remains unresolved, the Employee may refer the matter to the relevant functional manager allowing five working days for resolution.</p> <p>(iv) If the matter is not resolved at this stage the matter must be referred to a HR representative. A written reply from the HR representative must be provided to the Employee (and, if relevant, their representative) within seven days of receiving the dispute form referral.</p> <p>(v) By agreement of the parties, any of the above steps may be bypassed to assist in expediting a resolution.</p> <p>(vi) In the event there is no resolution, the parties may jointly or individually refer the matter to the Fair Work Commission for conciliation and/or arbitration. This must occur within seven working days if either party considers the dispute unresolved.</p> <p>(b) In order to facilitate the procedure:</p> <p>(i) A representative can bring a dispute on behalf of an Employee or group of Employees, so long as at least one Employee who is involved in the dispute is identified.</p> <p>(ii) The Employee/s may nominate a representative (including an Employee Representative) to assist and/or represent them during any discussions. This does not however enable an Employee to remain silent them during any discussions. If requested by the Company, they must participate.</p> <p>(iii) Throughout all stages of the procedure all relevant facts must be clearly identified and recorded pursuant to Company procedures.</p> <p>(iv) The parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as possible.</p> <p>(v) Whilst the dispute procedure is being followed, work will proceed under the conditions prevailing before the disputed change (except of a dispute under clause 4.4(a)(3), where work will proceed under the conditions provided by the disciplinary outcome).</p>	<p>outcome other than a dismissal.</p> <p>(a)(ii) removes the requirement to complete the Dispute Form and instead allows for dispute to be lodged as long as it is in writing.</p> <p>(a)(iv) doesn't change how the Company already practices its' written reply, where relevant, however this amendment highlights it in the agreement.</p> <p>(b)(i) is self-explanatory and is an addition to the clause.</p> <p>(b)(ii) broadens the existing company practice to allow for support person to advocate when it is appropriate.</p> <p>(b)(v) ensures that where an outcome other than dismissal takes place, the</p>
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			employee will be required to comply with the discipline outcome.
8 and 10	5.3 Casual Employment	<p>(a) The Company's preference is to maintain a permanent workforce, however it is acknowledged that labour levels may fluctuate from time to time due to operational and customer requirements. The Company will only engage a casual Employee after taking all reasonable steps to utilise the permanent local workforce.</p> <p>(b) A casual Employee will be engaged by the day and paid by the hour, and will receive payment for a minimum of four hours' work per engagement. Each day's employment shall stand alone. Prior to their engagement, a casual Employee shall be advised of the expected duration of their term of employment.</p> <p>(c) The engagement of a casual Employee may be terminated at any time upon providing one hour's notice or by payment in lieu of notice. Where the casual Employee's engagement has exceeded ten continuous weeks of working 38 hours or more per week, their engagement may be terminated at any time by providing one week's notice or payment in lieu of notice.</p> <p>(d) Casual Employees shall not be entitled to any paid leave entitlements, redundancy payments, allowances, loadings and other benefits of full or part time employment. Eligible casual Employees may be entitled to pro-rata long service leave, as per the relevant legislation.</p> <p>(e) Casual Employees, when working overtime, will receive overtime penalties in accordance with clause 10.1 of this Agreement. These penalties (i.e. time and half and double time depending on hours worked) will be calculated on the Employee's Ordinary Hourly rate plus the casual loading of 25%.</p> <p>(f) Casual Employees shall be paid the Ordinary Hourly Rate applicable to their appointed classification plus a casual loading of 25%. The casual loading is in lieu of entitlements referred to in clause 5.3(d) and is not cumulative on any other loadings or allowances.</p>	<p>This clause has been updated to incorporate the undertakings imposed by the Fair Work Commission during the assessment and approval of the 2018 EA.</p> <p>Nothing will change in practice.</p>

N/A	5.5.2(b)(iii) Field Service business related travel	Payment for business related travel when travelling outside Rostered Hours will be paid at a flat rate of \$67.50 per hour, with the exception for of field service Employees in Northern Territory and Mt Isa, who receive the relevant area allowance, who will be paid a flat rate of \$79.70 per hour. These travel rates will increase in accordance with the wage increases applied in the second and third year of this Agreement.	Amended to reflect 15% increase; and some grammar improvements.
N/A	9.2(b) Rates of Pay	<p>(b) Ordinary Hourly Rates will increase in accordance with the following:</p> <p>(i) 2.0% from 13 September 2021</p> <p>(ii) 2.0% from first full pay cycle from 13 September 2022</p> <p>(iii) 2.0% from first full pay cycle from 13 September 2023</p> <p>(i) 5% from 3 September 2018. This increase will take effect in the first full pay after four weeks from a declaration of a yes vote and will be back paid to 3 September 2018.</p> <p>(ii) 3.25% from the first full pay period in September 2019.</p> <p>(iii) 3.25% from the first full pay period in September 2020.</p>	Amended to incorporate wage rate increase over term of Agreement.
N/A	9.3 Superannuation	<p>(a) The Company will make superannuation contributions in accordance with relevant federal legislation as amended from time to time.</p> <p>(b) The default superannuation fund is Sunsuper (MySuper compliant). Employees will have full choice of fund with any complying superannuation fund.</p> <p>(c) An Employee may make voluntary superannuation contributions via salary sacrifice arrangements subject to legislative requirements. Any Employee contribution will be in addition to the Company's statutory superannuation contribution.</p>	Legislation does not require nomination of a default fund.
9	9.4 Annualised Salary	<p>(a) The Company may pay Employees working a Continuous Roster an Annualised Salary for the purpose of providing consistent fortnightly earnings.</p> <p>(b) The Annualised Salary is calculated by the Company to include all of the Employee's entitlements under this Agreement, including overtime, applicable all-purpose allowances, loadings, penalty rates and public holidays.</p>	This clause has been updated to incorporate the undertakings imposed by the Fair Work

		<p>(c) Any entitlement to flat rate allowances provided under this Agreement will be payable to an Employee in addition to their Annualised Salary.</p> <p>(d) The Annualised Salary is calculated on the actual roster worked and will change accordingly if an Employee's roster changes or if the relevant entitlements change.</p> <p>(e) The Annualised salary does not include payment for unrostered overtime worked outside the Continuous Roster. The Company will pay employees for unrostered overtime in accordance with clause 10.1 of this Agreement.</p>	Commission during the assessment and approval of the 2018 EA.
N/A	9.5 Incentive Arrangements	<p>With the exception of mining Field Service employees at clause 5.5.1(b)(iv) and 5.5.2(b)(vi) of this Agreement permanently working in Central Queensland, employees who are otherwise engaged in permanent full time and part time roles will be eligible to participate in an Employee Incentive Scheme (EIS). The terms of that EIS, including criteria for any payment, are not regulated by or incorporated within this Agreement.</p>	This is the EIS clause. The metrics and payment methodology will operate outside of this agreement.
N/A	10.1 Overtime	<p>(a) Employees acknowledge that they may be required to work reasonable additional hours as required by the Company to meet operational requirements.</p> <p>(b) Subject to (fg) below, all hours worked in addition to or outside an Employee's Ordinary Hours will be paid at the rate of time and a half for the first hour and a half two hours and double time thereafter., this will change in accordance with (c) below.</p> <p>(c) Commencing from the first full pay period after 18 months from a declaration of a yes vote, all hours worked in addition to or outside an Employee's Ordinary Hours will be paid at the rate of time and a half for the first hour and a half and double time thereafter.</p> <p>(d) The overtime rates expressed in this clause do not set a precedent for future enterprise agreements.</p> <p>(ec) Additional non-rostered hours will be considered reasonable having regard to an Employee's roster, the Employee's personal circumstances, the Company's fatigue management procedures and operational requirements.</p>	Amended to reflect the maintenance of the status quo overtime arrangements as exist at the moment, which is time and a half for the first 1.5 hours and double time thereafter.

		<p>(fd) Overtime payments are calculated on each standalone day or shift worked and are in substitution for and not cumulative upon any shift loadings.</p> <p>(ge) An Employee who is required to work overtime on a Saturday, Sunday or public holiday will be paid in accordance with clause 10.2.</p> <p>(hf) The Parties to this Agreement commit to working together to enforce the Company policy of no more than an average of 60 actual working hours per week averaged over four weeks.</p>	
N/A	10.2(a) Weekend and Public Holiday Work	(a) Where an Employee works on a Saturday, the Employee will be paid at the rate of time and a half for the first two hour and a half s and double time thereafter, this will change in accordance with 10.1(c) . Where an Employee's Ordinary Hours are structured to include work on a Saturday as part of their Continuous Roster, all Ordinary Hours worked on a Saturday will be paid at the rate of double time.	Drafting correction. Takes into account the amendment to overtime rate at clause 10.1(c) above.
N/A	11(b) Callouts	(a) Subject to sub clause (c), an Employee will be released from duty until they have had a ten hour break from completing their last call out and commencing their usual Rostered Hours without loss of pay, if:	Drafting correction.
N/A	13.1 Leading Hand Allowance	<p>(a) An Employee appointed by the Company as a leading hand will be paid an all-purpose allowance of 8.5% 10.5% of their Ordinary Hourly Rate whilst required to perform leading hand duties.</p> <p>(b) An Employee who is required to act in a relief leading hand capacity for a minimum of one full shift five consecutive working days or less will be paid a relief leading hand allowance of \$18.58 \$40.00 per day.</p>	The Company believes that LH's undertake work that requires increased skill and responsibility, sometimes with significant investment of additional time and effort. They should be recognised accordingly with an increase in the allowance.

N/A	13.3 Area Allowance	<p>(a) An Employee who permanently resides in and is permanently employed to perform work in one of the following locations will receive the corresponding area allowance:</p> <p>(i) Emerald 7.5%</p> <p>(ii) Mount Isa 19 24.5%</p> <p>(iii) Weipa 22 24.5%</p> <p>(iv) Northern Territory 24.5%</p>	The Company believes employees will benefit from greater alignment to real costs of living in Mt Isa and Weipa.																				
6	13.7 Travel Overnight Allowances	<p>(a) Subject to 13.7(b), where an Employee is required to travel for the purpose of undertaking work away from their usual work location which includes an overnight stay, the Employee may claim the applicable net allowance for the purpose of meal reimbursement.</p> <p>(i) Breakfast \$15.00</p> <p>(ii) Lunch \$15.00</p> <p>(iii) Dinner \$30.00</p> <p>(b) The following table shows when an Employee is eligible to claim these allowances:</p> <table border="1" data-bbox="689 794 1464 983"> <thead> <tr> <th>Day of Travel</th> <th>Breakfast</th> <th>Lunch</th> <th>Dinner</th> </tr> </thead> <tbody> <tr> <td>First day</td> <td>No</td> <td>No</td> <td>Yes</td> </tr> <tr> <td>Subsequent days</td> <td>Yes</td> <td>Yes</td> <td>Yes</td> </tr> <tr> <td>Return home before 8pm</td> <td>Yes</td> <td>Yes</td> <td>No</td> </tr> <tr> <td>Return home after 8pm</td> <td>Yes</td> <td>Yes</td> <td>Yes</td> </tr> </tbody> </table> <p>The travel overnight allowances do not apply to:</p> <p>(i) apprentices undertaking travel for the purpose of attending apprentice training; or</p> <p>(ii) where meals are included with the provided accommodation.</p>	Day of Travel	Breakfast	Lunch	Dinner	First day	No	No	Yes	Subsequent days	Yes	Yes	Yes	Return home before 8pm	Yes	Yes	No	Return home after 8pm	Yes	Yes	Yes	<p>This clause has been updated to incorporate the undertakings imposed by the Fair Work Commission during the assessment and approval of the 2018 EA.</p> <p>Nothing will change in practice.</p>
Day of Travel	Breakfast	Lunch	Dinner																				
First day	No	No	Yes																				
Subsequent days	Yes	Yes	Yes																				
Return home before 8pm	Yes	Yes	No																				
Return home after 8pm	Yes	Yes	Yes																				
N/A	13.9 Waste Allowance	An Employee will be paid a waste allowance of \$4.56 10.00 per hour when working on a machine or piece of equipment that has been used or is located on a land fill site/waste transfer station that has not been cleaned prior to the Employee commencing work.	The Company recognises this is dirty and challenging work and believes employees should																				

			receive an increased allowance to perform such work.
1 and 2	14.1 Annual Leave Entitlement	<p>(a) A full time Employee shall be entitled to 4 weeks (152 hours) paid annual leave per year for each completed year of service in accordance with the Act.</p> <p>(b) Where a full time Employee is engaged to work a Continuous Roster, annual leave will accrue based on 21 shifts at an Employee's Ordinary Hours for each completed year of service. This accrual reflects a minimum of 5 weeks paid annual leave as prescribed by the Act.</p> <p>(c) Employees engaged on a part time or fixed term basis shall accrue annual leave on a pro-rata basis. Casual Employees are not entitled to annual leave.</p>	<p>This clause has been updated to incorporate the undertakings imposed by the Fair Work Commission during the assessment and approval of the 2018 EA.</p> <p>Nothing will change in practice.</p>
3	15.1 Personal Leave Entitlement	<p>(a) A full time Employee shall be entitled to 76 hours (ten days) paid personal leave per year for each completed year of service in accordance with the Act.</p> <p>(b) Employees engaged on a part time or fixed term basis shall accrue personal leave on a pro-rata basis. Casual Employees are not entitled to paid personal leave.</p>	<p>This clause has been updated to incorporate the undertakings imposed by the Fair Work Commission during the assessment and approval of the 2018 EA.</p> <p>Nothing will change in practice.</p>
3	15.2 Personal Leave Accrual	<p>(a) Personal leave accrues progressively during a year of service up to 76 hours per year and accumulates from year to year in accordance with the Act.</p>	<p>This clause has been updated to</p>

		<p>(b) Subject to the provisions of the Act, an Employee will not accrue personal leave during any period of unpaid or unauthorised leave.</p> <p>(c) An Employee's personal leave accrual will be deducted by the Ordinary Hours for each period taken as personal leave.</p>	incorporate the undertakings imposed by the Fair Work Commission during the assessment and approval of the 2018 EA.
N/A	17.1(e) Accruing and Banking Flex Leave	(e) An Employee can bank up to a maximum of ten twenty (20) days flex leave.	The Company is agreeable to increasing the cap from 10 to 20 days flex leave.
N/A	17.3(a) Payout of Flex Leave	(a) Any accrued but unused flex leave will be paid out once per year. This will occur in the first full pay period in February each year. This will occur on the last pay in August each year.	The Company acknowledges that paying out unused flex leave in February each year allows for employees to access banked flex leave during Christmas shutdown.

N/A	18.3(a) Emergency Services Leave	(a) A permanent Employee who is a certified volunteer member of an approved emergency service organisation (ESO) as provided in 18.3(c) will be entitled to take up to three five days paid emergency services leave per year to attend to an emergency in their area as called by an ESO.	As a strong supporter of community volunteering, the Company is supportive of increasing the ESL entitlement from 3 to 5 days per year.
N/A	18.4 Mt Isa, Weipa and Northern Territory Travel Leave	<p>18.4 Mt Isa, Weipa and Northern Territory Travel Leave</p> <p>(a) An Employee who permanently resides in, and is permanently employed to perform work in either Mt Isa, Weipa or the Northern Territory will receive an additional leave entitlement of three days per year being for travel leave. Payment is at the Employee's Wage Rate.</p> <p>(b) The travel leave entitlement may only be taken in conjunction with the following leave:</p> <p>(i) when at least two weeks of annual leave or long service leave is taken; or</p> <p>(ii) when compassionate leave is taken; or</p> <p>(iii) when flex leave is taken.</p> <p>(c) Travel leave can be accrued up to a maximum entitlement of two years (ie. six days) and is not payable upon termination of employment or transfer to another area.</p>	The Company recognises that Weipa is as remote as Mt Isa and NT and is deserved of this leave entitlement; further that travel leave may also be taken in conjunction with flex leave when it is taken.
N/A	18.6 Parental Leave	Employees will be entitled to paid parental leave in accordance with company policy.	This is being introduced as a standalone clause to avoid ambiguity in the agreement.

N/A	18.7 Domestic and Family Violence	The Company provides support for Employees experiencing domestic and family violence. For further details regarding this support, please contact the HR team.	This is being introduced as a standalone clause to avoid ambiguity in the agreement.
N/A	21.1(c) Competency Assessment Process	(c) An Employee may appeal the decision of the Assessment Validation Panel if a dispute arises. The application for appeal will be reviewed by the Manager Human Resources or designate a Human Resources Representative in the first instance. Upon approval from the Company, an accredited agency may be engaged to make a determination.	This clause amended to reflect a more succinct description of 'Appeal Reviewer'.
N/A	21.2 Competency Assessment Timeline	<p>(a) The Assessment Validation Panel will review applications during the month in which the application is submitted. Assessment Months and will determine the outcome of competency reclassification assessments submitted in accordance with this clause by the last day of the following months (Assessment Months):</p> <p>(i) February;</p> <p>(ii) May;</p> <p>(iii) August; and</p> <p>(iv) November.</p> <p>(b) The deadline for an Employee to submit their completed application and accurate supporting evidence for reclassification is the first day of an Assessment Month.</p> <p>(f) The effective date of a reclassification will be the first full pay cycle following the Employee being deemed last day of the Assessment Month on which the Assessment Validation Panel determines the Employee as competent. the first full pay cycle following the Employee</p>	The Company supports increased frequency in competency assessments which will allow for employees to receive the pay increases quicker. Rather than the current quarterly cycle employees will receive their pay increases in the next full pay period following competency sign off.
N/A	21.4 Competency and Job Model Reviews	(a) Each functional area will be responsible for reviewing their applicable job models to ensure suitability and identify any changes to be to be tabled at the quarterly NCC meetings. at the quarterly NCC meetings.	The Company supports quarterly reviews to ensure

		<p>annual competency steering committee. This review should occur quarterly during a designated LCC meeting.</p> <p>(b) An annual competency steering committee will be held in December each year to review all competencies and job models. This review is to ensure the job models meet contextualisation, suitability and currency for the tasks performed within the Company.</p>	<p>job models remain relevant and consultation progresses continuously.</p>
N/A	22.1 Income Protection Insurance	<p>(b) The Company will pay a contribution towards insurance premiums on behalf of each Employee of 2.6% (inclusive of GST) of the Employee's gross earnings, for the life of this agreement.</p> <p>pay the insurance premium on behalf of an Employee up to a maximum of 2.2% (inclusive of GST) of the Employee's gross earnings.</p>	<p>The policy could have stayed at 2.2% however conditions would have reduced.</p> <p>To combat this with improved policy conditions, employees have traded 0.4% from a wage increase into Wageguard.</p>
7	24 Fly In/Fly Out Arrangements	<p>(a) An Employee may be required by the Company to work temporarily at a location on a fly in/fly out (FIFO) basis.</p> <p>(b) Where this occurs, payment of airfares will be the responsibility of the Company and indicated in an Employee's contract of employment.</p> <p>(c) An Employee will be responsible for ensuring they arrive at the airport at the appropriate time to board the aircraft. Travel to and from the airport, including parking is the Employee's responsibility and at their expense.</p> <p>(d) In the event that an Employee misses their pre-booked flight due to illness or injury, the Employee must contact their supervisor as soon as possible and provide a medical certificate or statutory declaration. Where this is provided, the Company will maintain responsibility for the cost of the original airfare and where appropriate, an alternative airfare.</p>	<p>This clause has been updated to incorporate the undertakings imposed by the Fair Work Commission during the assessment and approval of the 2018 EA.</p> <p>Nothing will change in practice.</p>

		<p>(e) In the event that an Employee is unable to board a flight due to the flight being delayed or cancelled, the following will apply:</p> <ul style="list-style-type: none"> (i) the Company will maintain responsibility for the cost of the original airfare and where appropriate, an alternative airfare; and (ii) where the Employee is travelling to their work location, the Company will continue to pay the Employee for their Rostered Shift/s and where practicable, provide the Employee with alternative work until the flight is rescheduled or an alternative flight has been arranged; or (iii) where the Employee is returning home and due to the delay the Employee is required to stay overnight, the Company will provide accommodation until the flight is rescheduled or an alternative flight has been arranged. <p>(f) Where an Employee misses their flight due to other reasons, the Company will exercise discretion, acting reasonably to apply the following, taking into account the personal circumstances of each employee and whether their failure to catch any flight was due to matters beyond their reasonable control:</p> <p>(f) If an Employee misses their flight due to other reasons, the following will apply:</p> <ul style="list-style-type: none"> (i) the Company will book the Employee on the next scheduled flight; (ii) the Employee will be entitled to take applicable leave for the period of work missed; (iii) the Employee will be liable for the cost of either the original airfare or the alternative flight, whichever is greater; and (iv) the Employee may face disciplinary action in accordance with Company policies. 	
5	25.4 Abandonment of Employment	<p>Where an Employee is absent from work for more than three consecutive Rostered Shifts without providing notice to the Company, the Employee Company shall be deemed to have terminated their employment without notice commence its abandonment of employment process.</p>	<p>This clause has been updated to incorporate the undertakings imposed by the Fair Work Commission during the</p>

			assessment and approval of the 2018 EA. Nothing will change in practice.								
4	26.6(c) Redundancy Payment	<p>(c) In accordance with the Act, the following exceptions will apply to the extent that Redundancy payment will not be payable in the case of the following:</p> <ul style="list-style-type: none"> (i) the Employee is a casual or fixed term Employee; (ii) the Employee's employment is terminated for any other reason other than redundancy; (iii) the Employee's period of continuous service is less than one year; or (i) the Employee is offered acceptable alternative employment. 	<p>This clause has been updated to incorporate the undertakings imposed by the Fair Work Commission during the assessment and approval of the 2018 EA.</p> <p>Nothing will change in practice.</p>								
N/A	27(h)(i)(n) Employee Representatives	<p>(h) The Company recognises the importance and benefits of training for Employee Representatives. Up to five days' dispute resolution training or delegate training leave will be granted to eligible Employee Representatives in accordance with subclause (i), to attend courses which are designed to enhance the operation of the dispute resolution procedure. An Employee Representative may request to share their allocated training days with another Employee Representative within their local workplace, on the basis that the total number of days does not exceed the prescribed limit for all Employee Representatives at that respective workplace.</p> <p>(i) A reasonable number of eligible Employee Representatives is considered as:</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Number of Employees employed by the Company at a workplace</th> <th style="text-align: center;">Maximum number of eligible Employee Representatives per financial year</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">5 – 15</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">16 – 30</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">31 – 50</td> <td style="text-align: center;">3</td> </tr> </tbody> </table>	Number of Employees employed by the Company at a workplace	Maximum number of eligible Employee Representatives per financial year	5 – 15	1	16 – 30	2	31 – 50	3	<p>The Company recognises that the business has grown in recent years and so it follows that an increase in employee representative numbers is warranted. Further, that our employees value the importance</p>
Number of Employees employed by the Company at a workplace	Maximum number of eligible Employee Representatives per financial year										
5 – 15	1										
16 – 30	2										
31 – 50	3										

N/A	Appendix 1 – Wage Rates	<p>Tradesperson</p> <table border="1"> <thead> <tr> <th>Classification Level</th> <th>From 3-September 2018^{13 September 2021}</th> <th>From First Full Pay of September 2019^{September 2022}</th> <th>From First Full Pay of September 2020^{September 2023}</th> </tr> </thead> <tbody> <tr> <td>6S</td> <td><u>\$34.7237.76</u></td> <td><u>\$35.8538.52</u></td> <td><u>\$37.0239.29</u></td> </tr> <tr> <td>6</td> <td><u>\$36.2639.42</u></td> <td><u>\$37.4340.21</u></td> <td><u>\$38.6541.01</u></td> </tr> <tr> <td>7</td> <td><u>\$37.9641.27</u></td> <td><u>\$39.1942.10</u></td> <td><u>\$40.4642.94</u></td> </tr> <tr> <td>7A</td> <td><u>\$39.6743.14</u></td> <td><u>\$40.9644.00</u></td> <td><u>\$42.2944.88</u></td> </tr> <tr> <td>8</td> <td><u>\$41.3744.98</u></td> <td><u>\$42.7145.88</u></td> <td><u>\$44.1046.80</u></td> </tr> </tbody> </table> <p>Tradesperson – Coal Mine Rate</p> <table border="1"> <thead> <tr> <th>Classification Level</th> <th>From 3-September 2018^{13 September 2021}</th> <th>From First Full Pay of 13 September 2019^{2022 September 2019}</th> <th>From First Full Pay of 13 September 2020^{2023 September 2020}</th> </tr> </thead> <tbody> <tr> <td>6S</td> <td><u>\$43.4047.19</u></td> <td><u>\$44.8148.13</u></td> <td><u>\$46.2649.09</u></td> </tr> <tr> <td>6</td> <td><u>\$45.5949.57</u></td> <td><u>\$47.0750.56</u></td> <td><u>\$48.6051.57</u></td> </tr> <tr> <td>7</td> <td><u>\$46.2650.31</u></td> <td><u>\$47.7751.32</u></td> <td><u>\$49.3252.35</u></td> </tr> <tr> <td>7A</td> <td><u>\$47.0751.18</u></td> <td><u>\$48.6052.20</u></td> <td><u>\$50.1853.24</u></td> </tr> <tr> <td>8</td> <td><u>\$47.6951.86</u></td> <td><u>\$49.2452.90</u></td> <td><u>\$50.8453.96</u></td> </tr> </tbody> </table>	Classification Level	From 3-September 2018 ^{13 September 2021}	From First Full Pay of September 2019 ^{September 2022}	From First Full Pay of September 2020 ^{September 2023}	6S	<u>\$34.7237.76</u>	<u>\$35.8538.52</u>	<u>\$37.0239.29</u>	6	<u>\$36.2639.42</u>	<u>\$37.4340.21</u>	<u>\$38.6541.01</u>	7	<u>\$37.9641.27</u>	<u>\$39.1942.10</u>	<u>\$40.4642.94</u>	7A	<u>\$39.6743.14</u>	<u>\$40.9644.00</u>	<u>\$42.2944.88</u>	8	<u>\$41.3744.98</u>	<u>\$42.7145.88</u>	<u>\$44.1046.80</u>	Classification Level	From 3-September 2018 ^{13 September 2021}	From First Full Pay of 13 September 2019 ^{2022 September 2019}	From First Full Pay of 13 September 2020 ^{2023 September 2020}	6S	<u>\$43.4047.19</u>	<u>\$44.8148.13</u>	<u>\$46.2649.09</u>	6	<u>\$45.5949.57</u>	<u>\$47.0750.56</u>	<u>\$48.6051.57</u>	7	<u>\$46.2650.31</u>	<u>\$47.7751.32</u>	<u>\$49.3252.35</u>	7A	<u>\$47.0751.18</u>	<u>\$48.6052.20</u>	<u>\$50.1853.24</u>	8	<u>\$47.6951.86</u>	<u>\$49.2452.90</u>	<u>\$50.8453.96</u>	Wage rates increase 2% each year for three years
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Serviceperson / Trades Assistant

Classification Level	From 13 September 2021 September 2018	From First Full Pay of 13 September 2022 September 2019	From First Full Pay of 13 September 2023 September 2020
1	<u>\$25.2727.48</u>	<u>\$26.0928.03</u>	<u>\$26.9428.59</u>
2	<u>\$26.8129.15</u>	<u>\$27.6829.73</u>	<u>\$28.5830.32</u>
3	<u>\$28.3230.79</u>	<u>\$29.2431.41</u>	<u>\$30.1932.04</u>
4	<u>\$29.9432.55</u>	<u>\$30.9133.20</u>	<u>\$31.9133.86</u>
4A	<u>\$30.4433.10</u>	<u>\$31.4333.76</u>	<u>\$32.4534.44</u>
5	<u>\$32.4035.23</u>	<u>\$33.4635.93</u>	<u>\$34.5436.65</u>
5A	<u>\$33.5436.47</u>	<u>\$34.6337.20</u>	<u>\$35.7537.94</u>
Coal Mine Rate	<u>\$39.2142.64</u>	<u>\$40.4843.49</u>	<u>\$41.8044.36</u>

Partsperson

Classification Level	From 13 September 2021 September 2018	From First Full Pay of 13 September 2022 September 2019	From First Full Pay of 13 September 2023 September 2020
3S	<u>\$26.6528.98</u>	<u>\$27.5229.56</u>	<u>\$28.4130.15</u>
3	<u>\$28.3230.79</u>	<u>\$29.2431.41</u>	<u>\$30.1932.04</u>
4	<u>\$29.9432.55</u>	<u>\$30.9133.20</u>	<u>\$31.9133.86</u>
5	<u>\$31.1733.89</u>	<u>\$32.1934.57</u>	<u>\$33.2335.26</u>
6	<u>\$32.4035.23</u>	<u>\$33.4635.93</u>	<u>\$34.5436.65</u>
6A	<u>\$33.3336.24</u>	<u>\$34.4136.96</u>	<u>\$35.5337.70</u>
7	<u>\$35.6438.75</u>	<u>\$36.8039.53</u>	<u>\$37.9940.32</u>

Clerk

Classification Level	From <u>13 September 2013</u> September 2018	From First Full Pay of <u>13 September 2022</u> September 2019	From First Full Pay of <u>13 September 2023</u> September 2020
1	\$26.9429.29	\$27.8229.88	\$28.7230.48
2	\$28.0430.49	\$28.9531.10	\$29.8931.72
3	\$29.9632.58	\$30.9333.23	\$31.9433.89
4	\$31.1333.85	\$32.1434.53	\$33.1935.22

N/A	Appendix 2 – Business Centres	Business Centre Location	Business Centre Address	Appendix amended to update Business Centre address locations.
		Brisbane	Kerry Rd, Archerfield, QLD	
			1123 Beaudesert Rd, Acacia Ridge, QLD	
			1141 Beaudesert Road, Acacia Ridge, QLD	
			454 Boundary Road Richlands, QLD	
		Toowoomba	15-17 Carrington Rd, Toowoomba, QLD	
		Gold Coast	25 Township Drive, West Burleigh, QLD	
		North Coast	22 Lear Jet Drive, Caboolture, QLD	
		Rockhampton	150 Port Curtis Rd, Rockhampton, QLD	
		Gladstone	6 Blain Drive, Gladstone, QLD	
		Emerald	Macauley Access Rd, Emerald, QLD	
		Mackay	40-41 Caterpillar Drive, Paget, QLD	
			111 Connors Rd, Paget, QLD	
			14 Commercial Ave, Paget, QLD	
			33 Michelmore St, Paget, QLD	
		Townsville	467-481 Woolcock St, Garbutt, QLD	
		Cairns	101 Kenny St, Cairns, QLD	
		Mt Isa	5 K Colongo Cres, Mt Isa, QLD	
		Darwin	25 Wishart Rd, Tivendale, NT	
		Alice Springs	13-15 Brown St, Alice Springs, NT	
Gove	Industrial Area, Gove, NT			
Weipa	Humbug Wharf, Kerr Point Road QLD			