

Summary of Wording changes

EA 2021



EA 2024

Under Taking from EA 2021 No.	EA Clause	Proposed wording in red to be included in EA 2024	Explanation for change
N/A	1.1 Title	This Agreement shall be known as the Hastings Deering (Australia) Limited Enterprise Agreement 2021 2024.	New Agreement and formal name updated.
2	1.3 Application and Industrial Instrument Incorporation	1.3 Application and Industrial Instrument Incorporation	Amending the clause heading to recognise the inclusion of sub-clause (e)
		(e) In the event of an inconsistency between the terms of the Agreement and the National Employment Standards (NES), and where the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.	This clause has been updated to incorporate the undertakings imposed by the Fair Work Commission during the assessment and approval of the 2021 EA.
N/A	1.4(b) Definitions	Agreement means this agreement, the Hastings Deering (Australia) Limited Enterprise Agreement 2021–2024.	Drafting update.
N/A	1.4(m) Definitions	(m) Immediate Family has the same meaning as defined in the Act and includes a spouse (including de facto partner) child, parent, grandparent, grandchild or sibling of an Employee or an Employee's spouse. For the purposes of clause 18.1 (compassionate leave) Immediate Family member includes persons who have acted as the employee's primary care givers (if not mentioned above), limited to two people.	Amended to broaden the defined meaning of Immediate Family .

1 & additional to body of EA	1.5(a) Operation of the Agreement	(a) This Agreement shall commence on 13 September 2024 and if not paid already by the time this Agreement commences, the initial pay and allowance increases (refer clauses 9.2(b)(i)) and 13) and corresponding apprentice rates (refer clause 6) will be backdated and paid effective from the first full pay cycle from 18 December 2023. Seven days after the date that it is approved by the Fair Work Commission. The nominal expiry date of this Agreement will be [insert] 13 September 2027.	The nominal expiry date of the current enterprise agreement is 12 September 2024. The proposed replacement agreement will commence one day later, being 13 September 2024. It will have a nominal expiry date of 13 September 2027. In the negotiations, the company committed to pay the initial pay and allowance increases from the first full pay period from 18 December 2023. The company stands behind this commitment. Because however this will occur before the proposed replacement agreement commences, the agreement includes an obligation to backdate these increases from the first full pay cycle from 18 December 2023 if they have not already been paid by the time the proposed replacement agreement commences.
N/A	2 Objectives	 This Agreement has been made by the Parties in an effort to meet the following objectives: Enhance job security by providing competitive and flexible terms and conditions. Provide a working environment that is committed to open communication, cooperation and our values of No Harm, Integrity, Transparency, and Care Act with Integrity, Care for All, Win Together. Enable work to be performed in the most efficient and flexible manner and encourage Employees to increase their skills and competencies; and Enhance productivity across all operations. 	Amended to reflect updated Corporate Values.



N/A	6(c) Apprentices	apprentic	ntice, other than an eship with the Com Ordinary Hourly Ra	Amended to reflect an increase in Apprentice wages.			
			First year		42 -53%		
			Second year	r	55 65%	-	
			Third year		75%		
			Fourth year		88%		
N/A	6(d) Apprentices		apprentice (commo		-		Amended to ensure rate does not fall below the National Minimum Wage
		First ye	ear	53% or the N	ational Min ver is the g	_	
		Second	d year		65%		
		Third y	ear		75%		
		Fourth	year		88%		
N/A	6(g) Apprentices	training (b provided v or alternat	ntice who is required lock release) Mond with breakfast, and ively reimbursed for the with clause 13.7(day to Friday at (lunch, and dinne or breakfast and	Company fa er for each	acilities will be full day of training,	Amended to include the provision of a dinner whilst at block training.

N/A	N/A 9.2(b) Rates of Pay		Rates of Pay	Wage rate increases over term of the
			An Employee's Ordinary Hourly Rate is as per the classification to which they are appointed by the Company and which is prescribed in Appendix 1.	Agreement.
		(b)	Ordinary Hourly Rates will increase in accordance with the following:	
			(i) 2.0 3.5% from 13 18 September December 2021-2023	
			(ii) 4.25% from 9 September 2024	
			(iii) 2.0 3.25% from 43 8 September 2022 2025	
			(iv) 2.0 3.25% from 13-7 September 2023 2026	
3	9.4 Annualised Salary	9.4	Annualised Salary	
	Calary	(a)	The Company may pay Employees working a Continuous Roster an Annualised Salary for the purpose of providing consistent fortnightly earnings.	This clause has been updated to incorporate the undertakings imposed by the Fair Work Commission during the
		(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.	assessment and approval of the 2021 EA.
		(c)	Any entitlement to flat rate allowances provided under this Agreement will be payable to an Employee in addition to their Annualised Salary.	
		(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.	
		(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.	
		(f)	The annualised salary agreement will be recorded in writing with a copy given to the employee and kept as a time and wages record.	

		 (g) The annualised salary will be no less than the amount the employee would have received under the Agreement for the work performed over the year for which the salary is paid (or if the employment ceases or the agreement terminates earlier, over such lesser period as has been worked). (h) The Company will each 12 months from the commencement of the annualised salary arrangement or, within any 12 month period upon the termination of employment of the employee, calculate the amount of remuneration that would have been payable to the employee under the provisions of the Agreement over the relevant period and compare it to the amount of the annualised salary actually paid to the employee. Where the latter amount is less than the former amount, the Company will pay the employee the amount of the shortfall within 14 days. (i) The Company will keep a record of the starting and finishing times of work, and any unpaid breaks taken, of each employee subject to an annualised salary arrangement for the purpose of undertaking the comparison. This record will be signed by the employee, or acknowledged as correct in writing (including by electronic means) by the employee, each pay period or roster cycle. 	
N/A	9.5 Incentive Arrangements	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.	This clause has been deleted from the 2024 EA. Clause 5.5.1 (b)(iv) retains CQ Mining FS access to the scheme
N/A	13.3 Area Allowance	13.3 Area Allowances (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: (i) Emerald 7.5 15.0% (ii) Mount Isa 24.5%	The Company believes employees will benefit from greater alignment to real costs of living in Emerald, Weipa, Alice Springs and Gove.



		(iii) Weipa <u>24.5</u> 27.0%	
		(iv) Northern Territory Darwin 24.5%	
		(v) Gove 29.5%	
		(vi) Alice Springs 29.5%	
		(b)	
		(c) An Employee who performs work in Weipa and Mt Isa on a fly in/fly out basis will receive an area allowance of 10% of their Ordinary Hourly Rate for all working hours whilst working in Weipa and Mt Isa.	
N/A	13.4 Field Service Allowance	(c) Where an Employee is performing Field Service work and their Wage Rate includes or is calculated on a Coal Mine Rate will instead of being paid under subclause 13.4(a) or subclause 13.4(b), will be paid a field service allowance of \$150 200 per week. This allowance will be payable for overtime work of four hours or longer when performed on non-rostered days at the rate of \$30 per day.	The Company has agreed to increase this allowance for Employees performing Field Service work in certain circumstances.
N/A	13.5 Resident	(b) The resident allowance will be either:	The Company believes employees will
	Allowance	(i) \$82.70 93.33 per week if the Employee does not receive Company accommodation support; or	benefit from greater alignment to real costs of living.
		(ii) \$41.35 46.66 per week if the Employee receives Company accommodation support.	
N/A	13.6 Share House Allowance	(b) This share house allowance is currently \$35.28 45.14 per day and is subject to will change based on annual ATO determinations, to be reviewed and applied each September for the life of the Agreement. Any increase will be applied at the discretion of the Company, up to a maximum of \$40.00 per day.	This increase will align to the ATO determinations as and when they change.
N/A	13.7 Travel Overnight Allowances	 (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. (i) Breakfast \$15.00 20.00 	The Company believes employees will benefit from greater alignment to real costs of living.



		(ii) Lunch \$ 15.00 20.00 (iii) Dinner \$ 30.00 -35.00	
N/A	13.12 Overtime Meal Allowance	(a) An Employee who works overtime for more than one and a half hours beyond their Rostered Hours without being notified by the Company on their previous shift, shall be paid a meal allowance of \$12.74 15.00 per occasion.	The Company believes employees will benefit from greater alignment to real costs of living.
N/A	13.13 Project Allowance	 (a) (b) For Site Operations (CSA) Employees based at Dawson and Middlemount as at 18 December 2023, a Project Allowance of a minimum of \$7800.00 per annum will be paid. 	This clause to be amended to reflect the CSA Middlemount/Dawson and existing \$7,800 project allowance.
N/A	17.1(e) Accruing and Banking Flex Leave	(e) An Employee can bank up to a maximum of twenty (20) thirty (30) days flex leave.	The Company is agreeable to increasing the cap from 20 to 30 days flex leave.
N/A	17.2(e) Taking Flex Leave	17.2 Taking Flex Leave	The Company has agreed to exercise
		(a) Flex leave shall be taken at a mutually agreed time and should be taken prior to the payout dates in accordance with 17.3.	greater flexibility and discretion during the application process.
		(b) An Employee can apply to take a minimum of one hour of leave. An Employee wanting to take a full shift as flex leave must take the corresponding banked hours that they were rostered to have worked for that shift. Flex leave is paid at the Employee's Wage Rate.	
		(c) For periods of three days or more, the employee must apply in advance by providing a minimum of two weeks' notice. For periods of one or two days and in accordance with clause 17.2(a), a shorter notice period can be mutually agreed between the Employee and their supervisor.	
		(d) Where the Employee's requested absence is because of extenuating circumstances, including but not limited to illness, injury or other compassionate grounds, the notice period will be at the discretion of the Company. In these circumstances, the Employee will endeavour to provide	

			the Company with notice of leave as soon as practical. Access to flex leave will not be unreasonably refused by the Company.	
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 five days' shifts at the employee's ordinary rostered hours 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 expanding the ESL provisions in the Agreement.
		(b)	An Employee must notify the Company and provide evidence that they are a volunteer member of an approved ESO.	
		(c)	Approved emergency service organisations are:	
			(i) State Emergency Service Queensland	
			(ii) Rural Fire Service Queensland	
			(iii) Northern Territory Emergency Service	
			(iv) Volunteer Marine Rescue (VMR)	
		(d)	An Employee must provide notice and expected duration to their supervisor or line manager immediately upon an emergency being declared by an ESO that requires their attendance. An Employee may take ESO leave in any number of hours. A minimum of one hour will apply.	
			The supervisor will consider the request subject to business needs, shift coverage and the duration of the leave. Leave may only be taken as full or half days.	
		(e)	An Employee will only be entitled to payment upon providing satisfactory evidence of their engagement in the emergency. Payment is at the Employee's Wage Rate in line with the employee's ordinary rostered hours of work.	
		(f)	This clause does not limit an Employee engaging in unpaid voluntary emergency management activities as provided for under the Act.	



N/A	19 Public Holidays	(a)(x) Queen's King's Birthday	Official change of name of Public Holiday.
N/A	22.1 Income Protection Insurance	(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. In circumstances where an employee ceases to be covered by the income protection insurance policy, for example because of their age, the Company will pay the Employee an additional 2.6% in wages as part of the Employee's usual fortnightly pay. This payment will be separately reflected on the Employee's payslip.	The Company will redirect the premium directly into the employee's wages in circumstances where the employee ceases to be covered by the terms of the policy. For example, when the employee turns 70 years of age.
N/A	23 Natural Disaster	(h) If an Employee is directed by the Company to be on stand-by during a natural disaster, they will be paid for their Rostered Hours during this period. When issuing a stand-by request, the Company will confirm the length of the requested stand-by period and payment arrangements. For the purposes of this clause 23, stand-by is defined as being circumstances where the Company formally notifies the Employee that they are required to be on stand-by, remaining fit for work, until such time that the Company determines the Employee is no longer required for stand-by and is moved to a stand down, or the natural disaster has abated.	Clarification to the defined meaning of when stand-by and stand down will be triggered in a natural disaster.

N/A Appendix 1 – Wage Rates

Wage rates increases for the term of the Agreement.

Alignment – 3.5%

Year 1 – 4.25%

Year 2 – 3.25%

Year 3 - 3.25%

Insertion of a new dual trade rate to recognise developments in industry and products.

Tradesperson

Classification Level	Market Alignment From 18 December 2023	From <u>First Full</u> <u>Pay of</u> 913 September 20241	From First Full Pay of 813 September 202 <u>5</u> 2	From First Full Pay of 713 September 20232026
6S	<u>\$40.67</u>	\$37.76 \$42.39	\$38.52 \$43.77	\$39.29 <u>\$45.19</u>
6	\$42.45	\$39.42 <u>\$44.25</u>	\$40.21 \$45.69	\$41.01 \$47.17
7	<u>\$44.44</u>	\$41.27 \$46.33	\$42.10 \$47.84	\$42.94 <u>\$49.39</u>
7A	<u>\$46.45</u>	\$43.14 <u>\$48.42</u>	\$44.00 \$50.00	\$44.88 <u>\$51.62</u>
8	<u>\$48.44</u>	\$44.98 <u>\$50.50</u>	\$45.88 <u>\$52.14</u>	\$4 6.80 \$53.83
9 – Dual Trade HV Elec/Mechanical	\$ <u>50.83</u>	\$ 52.99	\$ 54.71	\$ 56.49

Tradesperson - Coal Mine Rate

Classification Level	Market Alignment From 18 December 2023	From First Full Pay of9 September 2024	From 8 September 2025	From 7 September 2026
Classification Level	From 13 September 2021	From First Full Pay of 13 September 2022	From First Full Pay of 13 September 2023	
6S	<u>\$50.81</u>	\$47.19 \$52.97	\$48.13 <u>\$54.69</u>	\$49.09 <u>\$56.47</u>
6	<u>\$53.37</u>	\$49.57 <u>\$55.64</u>	\$50.56 <u>\$57.45</u>	\$51.57 \$59.32
7	<u>\$54.18</u>	\$50.31 <u>\$56.48</u>	\$51.32 <u>\$58.32</u>	\$52.35 <u>\$60.22</u>
7A	<u>\$55.10</u>	\$51.18 <u>\$57.45</u>	\$52.20 \$59.31	\$53.24 <u>\$61.24</u>
8	<u>\$55.85</u>	\$51.86 <u>\$58.22</u>	\$52.90 \$60.11	\$53.96 <u>\$62.07</u>
9 – Dual Trade HV				07.70
Elec/Mechanical	<u>\$ 60.97</u>	\$ 63.56	\$ 65.63	\$ 67.76

Serviceperson / Trades Assistant

Classification Level	Market Alignment From 18 December 2023	From First Full Pay of 9 September 2024	From 8 September 2025	From 7 September 2026
Classification Level	From 13 September 2021	From First Full Pay of 13 September 2022	From First Full Pay of 13 September 2023	
1	<u>\$29.59</u>	\$27.48 <u>\$30.85</u>	\$28.03 \$31.85	\$28.59 \$32.89
2	<u>\$31.38</u>	\$29.15 <u>\$32.71</u>	\$29.73 <u>\$33.78</u>	\$30.32 <u>\$34.88</u>
3	<u>\$33.16</u>	\$30.79\$34.57	\$31.41 <u>\$35.69</u>	\$32.04 <u>\$36.85</u>
4	<u>\$35.05</u>	\$32.55 <u>\$36.53</u>	\$33.20 <u>\$37.72</u>	\$33.86 <u>\$38.95</u>
4A	<u>\$35.65</u>	\$33.10 <u>\$37.16</u>	\$33.76 <u>\$38.37</u>	\$34.44 <u>\$39.62</u>
5	<u>\$37.93</u>	\$35.23 \$39.54	\$35.93 \$40.83	\$36.65 <u>\$42.16</u>
5A	\$39.27	\$36.47 \$40.94	\$37.20 \$42.27	\$37.94 <u>\$43.64</u>
Coal Mine Rate	<u>\$45.91</u>	\$42.64 \$47.86	<u>\$49.42</u> \$43.49	\$44.36 <u>\$51.03</u>

Partsperson

Classification Level	Market Alignment From 18 December 2023	From First Full Pay of9 September 2024	From 8 September 2025	From 7 September 2026
Classification Level	From 13 September 2021	From First Full Pay of 13 September 2022	From First Full Pay of 13 September 2023	
3S	<u>\$31.21</u>	\$28.98 <u>\$32.53</u>	\$29.56 \$33.59	\$30.15 <u>\$34.68</u>
3	<u>\$33.16</u>	\$30.79 <u>\$34.57</u>	\$31.41 <u>\$35.69</u>	\$32.04 <u>\$36.85</u>
4	<u>\$35.05</u>	\$32.55 <u>\$36.53</u>	\$33.20 <u>\$37.72</u>	\$33.86 <u>\$38.95</u>
5	<u>\$36.49</u>	\$33.89 <u>\$38.05</u>	\$34.57 <u>\$39.28</u>	\$35.26 <u>\$40.56</u>
6	<u>\$37.93</u>	\$35.23 <u>\$39.54</u>	\$35.93 <u>\$40.83</u>	\$36.65 <u>\$42.16</u>
6A	\$39.02	\$36.24 <u>\$40.68</u>	\$36.96 <u>\$42.00</u>	\$37.70 <u>\$43.36</u>
7	<u>\$41.73</u>	\$38.75 \$43.50	\$39.53 <u>\$44.92</u>	\$40.32 <u>\$46.38</u>

Clerk

Classification Level	Market Alignment From 18 December 2023	From 9 September 2024	From 8 September 2025	From 7 September 2026
Classification Level	From 13 September 2021	From First Full Pay of 13 September 2022	From First Full Pay of 13 September 2023	
1	<u>\$31.55</u>	\$29.29 \$32.89	\$29.88 \$33.96	\$30.48 <u>\$35.06</u>
2	<u>\$32.83</u>	\$30.49 <u>\$34.23</u>	\$31.10 <u>\$35.34</u>	\$31.72 <u>\$36.49</u>
3	<u>\$35.08</u>	\$32.58 <u>\$36.57</u>	\$33.23 <u>\$37.76</u>	\$33.89 <u>\$38.98</u>
4	<u>\$36.45</u>	\$33.85 <u>\$38.00</u>	\$34.53 <u>\$39.24</u>	\$35.22 <u>\$40.51</u>



N/A Appendix 2 –			Addition of a new Cairns facility to support	
Business Centres	Business Centre Location	Business Centre Address	growth in the far north region.	
		Brisbane	Kerry Rd, Archerfield, QLD	
		Dispane	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		
	Townsville	467-481 Woolcock St, Garbutt, QLD		
	Cairns	101 Kenny St, Cairns, QLD		
		11 Liberty Street, Portsmith, Cairns QLD		
	Mt Isa	5 Kolongo 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		