

## Boeing Aerostructures Australia (Port Melbourne) Enterprise Agreement 2022

Please find below:

- (1) A summary of changes between the proposed 2022 enterprise agreement (**proposed EA**) compared to Boeing's offer from November 2021.
- (2) A summary of changes between the proposed 2022 enterprise agreement (**proposed EA**) compared to 2018 enterprise agreement (**current EA**).

The amendments in the proposed EA generally involve:

- Structural, typographical, grammatical, simplification/tidy up changes – we appreciate it is a long and wordy document and have tried to make it easier to read;
- Changes required by the *Fair Work Act 2009* (Cth) and engineering legislation; and
- Changes arising out of agreements made between the bargaining representatives at the negotiating table.

The differences between the offer made in November 2021 and the revised offer will be outlined first.

### (1) What has changed in the proposed EA compared to November 2021?

Clause in proposed EA	What has changed in the proposed EA with this revised offer?
Cover page, clause 1.1, clause 8.1	All references to the "2021" agreement changed to "2022"
25.3 (new)	Clause providing \$1000 pre-tax (inclusive of superannuation) sign-on bonus inserted into the proposed EA to reflect revised offer.

Below 25.6	<p>Wage tables updated to reflect revised offer:</p> <ul style="list-style-type: none"> <li>• 1.5% at commencement, 1.75% on 1 July 2022, 2.75% on 1 July 2023 and 3% on 1 July 2024</li> </ul>
27.1	<p>Apprentice wage table updated to reflect revised offer:</p> <ul style="list-style-type: none"> <li>• 1.5% at commencement, 1.75% on 1 July 2022, 2.75% on 1 July 2023 and 3% on 1 July 2024</li> </ul>
72.2	<p>As part of the clarification to the public holidays clause, the word “generally” has been inserted into the agreement as agreed by all bargaining reps:</p> <p><i>Employees are, subject to clause 72.8, <b>generally</b> entitled to 13 specified public holidays per year in accordance with clause 72 (PUBLIC HOLIDAYS) without loss of pay.</i></p>
73.5	<p>As part of the clarification to the long service leave clause, the bargaining parties agreed to amend this clause to the following to ensure it aligns with the legislation without duplicating the legislation in the proposed EA:</p> <p><i>BAA will grant a request for Long Service Leave as soon as practicable, unless it has reasonable business grounds for refusing the request in <b>accordance with the LSL Act</b>.</i></p>
103.2-103.3	<p>Details of the Engineering Graduate Program have been inserted into the proposed EA as requested by the bargaining representatives:</p> <p><i>103.2 BAA will introduce a stand-alone 24-month Engineering Graduate Program. Only employees entering this Program will be classified as Engineer/Scientist Graduate.</i></p> <p><i>103.3 Upon the completion of the Engineering Graduate Program, these employees will transition to a role at Engineering/Scientist 1A classification, subject to meeting the behavioural attributes in clause 110.3.</i></p>

(2) Outline of changes between the 2018 EA and the Proposed 2022 EA

Current Clause 2018 EA	Proposed 2022 EA Clause	Change
		<p>Structural changes and tidy-up to the proposed EA so that it is more user-friendly and to enhance readability, including new numbering.</p> <p>Some clauses in the current EA provide for hours and payments in the one Part – these are now under “Hours of Work” and “Wages &amp; Allowances” (whichever is relevant to the entitlement) in the proposed EA, as agreed with the bargaining representatives.</p>
Part 1	Part 1	New agreement title (“2022”) and period of operation (nominal expiry of “30 June 2025”).
1.5(d)	Deleted	Clause refers to employee organisations (unions) other than AMWU and Professionals Australia appointed as bargaining representatives for the proposed EA. There are no other employee organisations that fit this description.
1.7 Commitment to Review Enterprise Agreement	Deleted	This clause discusses simplification of the EA, which has now occurred with this proposed EA.
1.8 Introduction of Change	78	Clause was subject to an undertaking in 2018 where the model clause from the Fair Work Act had to apply as so BAA could be said to comply with Fair Work Act requirements on consultation. Amended clause to ensure it meets consultation clause obligations under the Fair Work Act.
1.20 Export Compliance	Deleted	Clause no longer relevant. This is an old clause relating to an employee’s ability to comply with a number of United States Government laws, regulations and guidelines. The security check is now done in the recruitment process (before the proposed EA will apply to an employee).
Part 2(a) Disputes Avoidance Procedure (a)	80	Sub-clause (a) in the current EA is deleted as it does not add anything that is not covered at the start of sub-clause (b).

3.1.11 Proportionate leave	66.23	Clause was subject to an undertaking in 2018 to ensure all employees receive their annual leave entitlements upon termination. These words have been added into the clause so that employees receive the more beneficial entitlement between the EA clause and the National Employment Standards.
4.2.1.3 Probationary employment	15	Reference to “shop steward” amended to “employee representatives” to reflect the language used at BAA.
4.2.3 Casual employment; 4.2.4 Part-time employment	17.1, 18.1	The words “engage” has been replaced in these clauses with “employ” for clarity.
4.2.10 Trainees, 5.6 Trainee Rates of Pay	Deleted	BAA does not currently or intend to engage “trainees”, but engage apprentices pursuant the enterprise agreement.
4.3.1 Termination	89	These clauses on termination were found not compliant with Fair Work Act as it did not provide notice of termination for apprentices, and was subject to an undertaking. Amended clause to ensure compliance with termination provisions in the Fair Work Act.
4.6 Emergency Provisions	Deleted	This is an outdated, historical clause referring to the restriction or rationing of the use of power. The bargaining representatives agreed to delete it as part of the drafting tidy up.
4.7 Abandonment of employment	92	This clause on abandonment of employment was found not compliant with Fair Work Act as it did not provide notice of termination. Language amended to ensure compliance with FW Act and applicable case law.
4.8 Workcover Make-Up Pay	61.2	References to ‘Workcover’ have been changed to ‘Worker’s Compensation’ for consistency and accuracy.  Added the underlined words: “52 weeks following the date of any injury or illness” for make-up pay to ensure clarity as to the current entitlement and practice.
4.15 Paid Meetings	84	Reference to “Union representatives” amended to “Employee Representatives” to reflect the language used at BAA.

4.16 9 Individual Flexibility Arrangements	9	<p>New sub-clause added into the list of matters about which BAA and an employee can make an IFA to permit BAA and an employee to vary when span of ordinary hours are performed provided it results in the employee being better off overall.</p> <p>As part of the clause tidy up, the following has also been removed from this IFA clause:</p> <ul style="list-style-type: none"> <li>• Long Service Leave at half pay – this continues to be available to employees as it is provided by legislation and reflected in clause 73.4 of the proposed EA.</li> </ul>
5.1.1	Deleted	Deleted reference to 'trainees' as BAA does not engage, nor intend to engage 'trainees'. Note, this is distinct from 'apprentices', which are still covered by the proposed EA.
5.1.1.3	25.2-25.6	Updated clause to reflect revised offer.
5.1.1.3	25.6	Updated wage tables to reflect revised offer, including 'Graduate Engineer/Scientist', which is a new classification agreed for the proposed EA.
5.4	27.1	Updated apprentice wage tables.
5.3.3.2 Supported Wage System	29	Clause was subject to an undertaking in 2018. Clause has been updated in line with the <i>Manufacturing and Associated Industries and Occupations Award 2020</i> . Payment now also links back to relevant awards to comply with FWC requirements.
5.7.1.2 Tooling allowance	37	Added words to clarify the current entitlement of no tooling allowance applying as the Company provides for all tools necessary for the performance of work.
6.1 Ordinary Hours of Work	20	The term "spread of hours" has been changed to "span of hours" for clarity.
6.1.1.3	20(a)(iii)	Addition of the word "affected" in the final sentence so that it reads: "The span of hours may be altered by agreement between BAA and the majority of Employees <u>affected</u> ".

		This is included for clarification and in line with current practice for deciding such matters and also to reflect the phrases as used in other parts of the document.
6.1.5 Daylight saving	58	Rewritten to simplify and improve readability of the clause. No change to entitlements stipulated on pay.
6.1.6 6.1.6 Hours of work - day workers - salaried staff	20.5	Graduate Engineer/Scientist classification included, alongside the other Engineering/Scientist classifications in the Hours of Work – Salaried Staff clause.
6.3 Meal Breaks – Summary	Deleted	The “Summary” describes what the clause is about. Bargaining representatives agreed to delete as part of tidy up.
6.4 Overtime - Summary		The “Summary” describes what the clause is about. Bargaining representatives agreed to delete first paragraph of Summary as part of tidy up.
7.1.12.6 Annual Closedown	66.26 Annual Shutdown	Added words to clarify that employees will not be forced to take leave without pay for the second shutdown and any subsequent shutdowns after the first one in a year.
7.2.2.4 Unpaid carer's leave	67.14-67.15	Clause was found non-compliant with legislation in 2018 and subject to an undertaking. Amended clause to ensure compliance with Fair Work Act unpaid carer’s leave provisions.
7.6.5.2 Parental Leave and other entitlements	Deleted	Current EA clause 7.6.5.2 states paid sick leave may be granted during unpaid parental leave. This contradicts section 79(2) of the FW Act and has been removed. It would otherwise be an unlawful clause and Fair Work Commission may seek an undertaking from Boeing that it not rely on that part of the clause as unlawful.
7.6.14 Termination of pregnancy	71.37-71.38	The term “Termination of pregnancy” changed to “Ending of pregnancy” as it is more appropriate language reflective of community standards.
7.6.16 Secondary care giver leave	71.48-71.51	Two weeks leave without pay for secondary carers is now provided (in addition to the existing one week’s paid leave) even in the event the Dad and Partner Pay scheme is removed by the Government.

		The period to take secondary care giver leave has been changed so that the ability to take this leave “in aggregate within 66 weeks after the child’s birth” can be taken within “the first year after a child’s birth or adoption” to align with the period for taking the Government’s Dad and Partner Pay. The new clause also clarifies that this entitlement is also available to a secondary care giver who has adopted a child.
7.7 Public holidays	72	Clause was subject to an undertaking in 2018. Amended clause to reflect commitments made by BAA on public holidays clause since introduction of AFL Grand Final Day public holiday. The parties agreed to include it in one clause in the proposed EA, without the need for an undertaking.
7.8.2 Long Service Leave	73	<p>Clause rewritten to simplify and improve readability.</p> <p>Bargaining representatives agreed to vary when long service leave is paid on termination, specifically:</p> <p>(a) when employment is terminated for any reason after completing 7 years Continuous Employment; or</p> <p>(b) completed at least 5 years Continuous Employment and their Employment is terminated by BAA due to illness/injury; or</p> <p>(c) completed at least 1 year of Continuous Employment and their Employment is terminated due to redundancy or death.</p> <p>Sub clauses (b) and (c) provide a more beneficial entitlement than the Victorian long service leave legislation.</p>
7.8.4.1	73.5	<p>As part of the clarification to the long service leave clause, the bargaining parties agreed to amend this clause to the following to ensure it aligns with the legislation without duplicating the legislation in the proposed EA:</p> <p><i>BAA will grant a request for Long Service Leave as soon as practicable, unless it has reasonable business grounds for refusing the request in accordance with the LSL Act.</i></p>

Part 8 – Travel	62	<p>Simplified clause and entitlement on travel payments. Travel payments to apply at ordinary rate and count for the hours worked that day. The maximum travel time that an employee will be eligible for payment will be 12 hours of every 24 hours.</p> <p>For domestic travel requiring flights, travel time and payment will apply from 60 minutes prior to scheduled flight departure until actual arrival time at the work location.</p> <p>To travel home – travel time and payment will apply from 60 minutes prior to scheduled flight departure until actual arrival time at home airport.</p> <p>Where an employee is directed to work at an overseas location, time occupied on any day to travel to that location will not result in a travel payment. The Employee will receive their ordinary pay where travel occurs on a scheduled work day.</p>
Part 10 – Flexible Working Hours	24	Part 10 – Flexible Working Hours is now called “Flextime Arrangements” and moved to clause 24 – whilst similar wording, it more accurately describes the nature of these provisions.
Part 10, clause 12 Meal Break	Deleted	Bargaining representatives agreed to delete as part of tidy up. Clause duplicates the meal break clause provided earlier in this Part.
Part 11, Attachment 3 Mix and Match	Part 9, Attachment 3 Mix and Match	New “Mix and Match” clause to improve clarity on the entitlement and to reflect agreements made in various disputes at BAA since the 2018 EA.
Part 12 – Letter of Guarantee	Part 15	Exact same wording for the letter, but different signatories, reflecting different managers in the relevant roles.
16.4.3 Behavioural Attributes	110.3	The clause in the current EA lists six “Boeing Performance Values” which are to be used for assessing reclassification request. These are now referred to as “attributes” in the proposed



		clause so that they are not affected by any of the regular changes to Boeing Performance Values.
N/A	4 ,5 ,6	Relationship with the awards, NES and other documents clause inserted for clarity.
N/A	19.16	New sub-clause to clarify that time served by an individual under an apprenticeship with a third party does not count for service with BAA after a dispute we had on that topic. This impacts an extremely small number of individuals.
N/A	20.4 Ordinary Hours of Work - Day Workers – Change to Span of Hours Due to Heat	New clause agreed by the bargaining representatives to permit BAA to change the span of hours by up to 2.5 hours if the temperature is 30 degrees or higher. Employees can then be <u>requested</u> to start up to 2.5 hours earlier than 6.30am. Employees can agree or not agree to this request. Reflecting many discussions held on heat stress topic in recent years.
N/A	26.5; 26.6 Joint Working Party Review	A joint working party will be established to review of the Reclassification process for employees on the Engineer/Scientist Classification. A joint working party will also be established to review the 110% Aerospace Tradesperson Reclassification process and jointly agree a replacement process. Intent is for both to agree outcomes on these topics during the life of the agreement.
N/A	65 Engineering Registration	New clause on professional engineering registration. The clause states that BAA will cover the cost of assessment and ongoing registration for professional engineers to comply with the <i>Professional Engineers Registration Act 2019 (Vic)</i> , to the extent the assessment and ongoing registration is required for the employee to perform their position at BAA under this Agreement. It also states that the required Continued Professional Development (CPD) hours may be acquitted at BAA in accordance with the employee’s development plan.
N/A	103.2-103.3	Details of the Engineering Graduate Program have been inserted into the proposed EA as requested by the bargaining representatives:

		<p><i>103.2 BAA will introduce a stand-alone 24-month Engineering Graduate Program. Only employees entering this Program will be classified as Engineer/Scientist Graduate.</i></p> <p><i>103.3 Upon the completion of the Engineering Graduate Program, these employees will transition to a role at Engineering/Scientist 1A classification, subject to meeting the behavioural attributes in clause 110.3.</i></p>
N/A	Clause 106 Non-Trade	New Graduate Engineer/Scientist work descriptor inserted here.