



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**Boeing Aerostructures Australia Pty Limited T/A Boeing Aerostructures
Australia**
(AG2018/1928)

BOEING AEROSTRUCTURES AUSTRALIA PTY LTD (PORT MELBOURNE) ENTERPRISE AGREEMENT 2018

Manufacturing and associated industries

DEPUTY PRESIDENT GOSTENCNIK

MELBOURNE, 14 SEPTEMBER 2018

*Application for approval of the Boeing Aerostructures Australia Pty Ltd (Port Melbourne)
Enterprise Agreement 2018.*

[1] An application has been made for approval of an enterprise agreement known as the *Boeing Aerostructures Australia Pty Ltd (Port Melbourne) Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Boeing Aerostructures Australia Pty Limited T/A Boeing Aerostructures Australia. The agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

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

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU) and The Association of Professional Engineers, Scientists and Managers, Australia being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) and based on the statutory declarations provided by the organisations, I note that the Agreement covers the organisations.

[6] The Agreement was approved on 14 September 2018 and, in accordance with s.54, will operate from 21 September 2018. The nominal expiry date of the Agreement is 30 June 2021.



DEPUTY PRESIDENT

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ANNEXURE A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2018/1928

Applicant:
Boeing Aerostructures Australia Pty Ltd

Undertakings - section 190

I, Michael Sorrenson, Director – Manufacturing and Supply Chain Operations of Boeing Aerostructures Australia Pty Ltd (“BAA”) give the following undertakings with respect to the *Boeing Aerostructures Australia Pty Ltd (Port Melbourne) Enterprise Agreement 2018* (Agreement):

1. I have the authority given to me by Boeing Aerostructures Australia Pty Ltd to provide these undertakings in relation to this application before the Fair Work Commission (**Commission**).
2. The Commission is concerned that not all the terms of the Agreement comply with the *Fair Work Act 2009* (Cth) (**FW Act**), but BAA understands it will accept the following undertakings pursuant to s.190 of the FW Act so that the Commission may approve the Agreement.
3. BAA undertakes:

Termination

- a) Clause: 4.3.1.1.5 of the Agreement - that apprentice employees covered by the Agreement will receive notice of termination in accordance with the FW Act.
- b) Clause 4.7 of the Agreement – that it will apply this clause consistently with section 117 of the FW Act.
- c) Clause 7.1.11 of the Agreement – that it will ensure all employees receive their annual leave entitlements upon termination of employment in accordance with the National Employment Standards (‘NES’) in the FW Act.

Carer’s leave

Clause 7.2.2.4 of the Agreement – that each employee covered by the Agreement is eligible to take unpaid carer’s leave in accordance with the NES.

Public Holidays

As to clause 7.7.1.2 of the Agreement:

- (a) to the extent the State of Victoria declares or prescribes a public holiday for the Friday before AFL Grand Final (‘AFL Grand Final Friday’) in a particular year, BAA will assign that day as an ‘additional day’ (i.e. the 13th public holiday) under clause 7.7.1.2;

- (b) if in a particular year, AFL Grand Final Friday is not declared or prescribed as a public holiday by the State of Victoria, then BAA may assign as the 13th public holiday ('additional day') under clause 7.7.1.2, another day (other than a day set out in section 115(1)(a) of the FW Act) that the State of Victoria may declare or prescribe as a public holiday;
- (c) where a day or part day is declared or prescribed by the State of Victoria as a public holiday, and that day or part day is not assigned as the 13th public holiday under clause 7.7.1.2, BAA will otherwise observe that day or part day as a public holiday in accordance with sections 114 to 116 and section 55 of the Fair Work Act.

Supported Wage System

Clause 5.3.3.2 of the Agreement –will provide the minimum amount payable per week to employees on a supported wage, as provided at Schedule C of each relevant modern award.

Casual Employment

Despite the provisions in Clause 4.2.3 of the Agreement, BAA will apply the National Employment Standards according to their terms consistent with the decision in *Workpac Pty Ltd v Skene [2018] FCAFC 131*.

BAA will ensure copies of these undertakings will be available to all employees covered by the Agreement.

Employer name: Boeing Aerostructures Australia Pty Ltd

Authority to sign: Director – Manufacturing and Supply Chain Operations, Michael Sorrenson

Signature:



Date: 11 September 2018



Aerostructures Australia



Note - the model consultation term is taken to be a term of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

Boeing Aerostructures Australia Pty Ltd (Port Melbourne) Enterprise Agreement 2018

PART 1 APPLICATION AND OPERATION OF AGREEMENT	5
1.1 TITLE OF AGREEMENT	5
1.2 AGREEMENT COVERAGE	5
1.3 APPLICATION	5
1.4 COMMENCEMENT DATE AND PERIOD OF OPERATION	5
1.5 PARTIES BOUND	5
1.6 NO EXTRA CLAIMS	5
1.7 COMMITMENT TO REVIEW ENTERPRISE AGREEMENT	6
1.8 INTRODUCTION OF CHANGE	6
1.9 CONSULTATION	6
1.10 PROTECTION OF EMPLOYEE ENTITLEMENTS	7
1.11 DELEGATES & EMPLOYEE REPRESENTATIVES ACCESS TO EMAIL AND INTERNET	7
1.12 SELECTION OF TEAM LEAD	7
1.13 TIME MANAGEMENT	7
1.14 CONTINUOUS IMPROVEMENT	8
1.15 NOVATED LEASE	9
1.16 POSITION DESCRIPTIONS	9
1.17 CONTACT WITH EMPLOYEES OUTSIDE OF NORMAL WORKING HOURS	9
1.18 CLOTHING	10
1.19 'C' STAMP - APPRENTICES	10
1.20 EXPORT COMPLIANCE	10
PART 2 DISPUTES AVOIDANCE PROCEDURE.....	13
PART 3 ITEMS OF AGREEMENT	14
3.1 DEFINITIONS	14
3.2 ANTI DISCRIMINATION	14
PART 4 EMPLOYMENT RELATIONSHIP	15
4.1 EMPLOYER AND EMPLOYEE DUTIES	15
4.2 EMPLOYMENT CATEGORIES	15
4.3 TERMINATION OF EMPLOYMENT	20
4.4 REDUNDANCY PAYMENTS & ENTITLEMENTS	21
4.5 ABSENCE FROM DUTY	24
4.6 EMERGENCY PROVISIONS	24
4.7 ABANDONMENT OF EMPLOYMENT	25
4.8 WORKCOVER MAKE-UP PAY	25
4.9 PROCESS FOR SELECTING PEOPLE TO FILL VACANCIES	25
4.10 ORGANISATION AND PEOPLE DEVELOPMENT	26
4.11 GAINSHARE SCHEME	28
4.12 CONTINGENT LABOUR	29
4.13 LEAVE FOR ARBITRATION PURPOSES	30
4.14 LEAVE TO ATTEND TRADE UNION COURSES	30
4.15 PAID MEETINGS	30
4.16 INDIVIDUAL FLEXIBILITY ARRANGEMENTS	31
PART 5 RATES OF PAY AND PAY RELATED MATTERS	32
5.1 CLASSIFICATIONS AND RATES OF PAY	32
5.2 SUPPORTED WAGE SYSTEM	36
5.3 ELIGIBILITY CRITERIA	36
5.4 APPRENTICE RATES OF PAY	39
5.5 ADULT APPRENTICE RATES OF PAY	39
5.6 TRAINEE RATES OF PAY	40
5.7 ALLOWANCES AND SPECIAL RATES	41

5.8	EXTRA RATES NOT CUMULATIVE.....	44
5.9	INCREASES TO ALLOWANCES.....	44
5.10	PAYMENT OF WAGES.....	44
PART 6	HOURS OF WORK, SHIFT WORK, MEAL BREAKS AND OVERTIME.....	47
6.1	ORDINARY HOURS OF WORK.....	47
6.2	SPECIAL PROVISIONS FOR SHIFT WORKERS.....	49
6.3	MEAL BREAKS.....	51
6.4	OVERTIME.....	52
PART 7	TYPES OF LEAVE AND PUBLIC HOLIDAYS.....	56
7.1	ANNUAL LEAVE.....	56
7.2	PERSONAL / CARER'S LEAVE.....	60
7.3	COMPASSIONATE LEAVE.....	63
7.4	COMMUNITY SERVICE LEAVE.....	64
7.5	FAMILY AND DOMESTIC VOILENCE LEAVE.....	65
7.6	PARENTAL LEAVE.....	66
7.7	PUBLIC HOLIDAYS.....	72
7.8	LONG SERVICE LEAVE.....	74
7.9	STUDY LEAVE.....	75
7.10	BLOOD DONORS.....	76
7.11	LEAVE OF ABSENCE WITHOUT PAY.....	76
7.12	SPECIAL LEAVE.....	76
PART 8	TRAVELLING - WORKING AWAY FROM USUAL PLACE OF WORK.....	77
PART 9	INTEGRATED CLASSIFICATION STRUCTURE.....	78
PART 10	FLEXIBLE WORKING HOURS.....	94
PART 11	REDUNDANCY PROCESS.....	99
11.1	OBJECTIVE.....	99
11.2	SELECTION OF REDUNDANCY.....	99
11.3	STEERING COMMITTEE.....	100
11.4	PROCESS CONTINUITY.....	100
11.5	TRAINING.....	100
11.6	CONFLICT OF INTEREST (COI).....	100
PART 12	LETTER OF GUARANTEE.....	105
PART 13	110% AEROSPACE TRADESPERSON RECLASSIFICATION ASSESSMENT.....	106
PART 14	ASSESSMENT CRITERIA 110% TO 115%.....	110
PART 15	HEAT STRESS POLICY & PROCEDURE.....	118
15.1	POLICY.....	118
15.2	SCOPE.....	118
15.3	PROCEDURE.....	118
15.4	RISK CONTROL.....	120
PART 16	ENGINEERING/SCIENTIST CLASSIFICATION STANDARDS.....	122
16.1	PURPOSE.....	122
16.2	SCOPE.....	122
16.3	ALIGNMENT OF BAA ENGINEER/SCIENTIST LEVELS TO SJC/IJC LEVELS.....	123
16.4	RECLASSIFICATION REQUIREMENTS.....	123
16.5	LEVEL DESCRIPTORS, APPLICABLE SKILLS, AND MATRICES FOR EACH TECHNICAL DISCIPLINES.....	124
16.6	DESIGN.....	124

16.7	MANUFACTURING.....	129
16.8	MECHATRONICS	132
16.9	STRUCTURAL ANALYSIS	137
16.10	MATERIALS & PROCESSES	140
16.11	INDUSTRIAL	144
16.12	MRB/LIAISON	154
16.13	TOOLING.....	157
16.14	QUALITY	160
16.15	TEST.....	165
16.16	RESEARCH - COMPOSITES	169
16.17	RESEARCH - AUTOMATION	173

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1.1 TITLE OF AGREEMENT

This Agreement shall be known as the Boeing Aerostructures Australia Pty Ltd (Port Melbourne) Enterprise Agreement 2018.

1.2 AGREEMENT COVERAGE

This Agreement shall apply to the exclusion of all other awards and enterprise agreements unless specifically referenced in this Agreement.

1.3 APPLICATION

This Agreement shall be binding upon Boeing Aerostructures Australia Pty Limited, in respect of its operations at 226 Lorimer Street, Port Melbourne 3207 and all employees who are to be covered by the terms of this Agreement.

1.4 COMMENCEMENT DATE AND PERIOD OF OPERATION

This Agreement shall commence seven days after it is approved by the Fair Work Commission and will continue to apply until 30 June 2021.

1.5 PARTIES BOUND

The following parties will be bound by the terms of this Agreement:

(a) Boeing Aerostructures Australia Pty Limited (trading as Boeing Aerostructures Australia) at 226 Lorimer Street, Port Melbourne, Victoria 3207

(b) All employees of Boeing Aerostructures Australia Pty Limited engaged in its operations at 226 Lorimer Street, Port Melbourne 3207 whose terms and conditions of employment are covered by this Agreement whether members of an employee organisation referred to in sub clause (c) hereof or not

(c) The organizations that represent the employees defined in (b) who become covered by this Agreement pursuant to section 183 of the FWA, namely

i. Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, known as Australian Manufacturing Workers' Union (AMWU).

ii. Association of Professional Engineers, Scientists and Managers Australia, known as Professionals Australia;

(d) Any other employee organisation appointed as a bargaining representative for the employees defined in (b) who becomes covered by this Agreement pursuant to section 183 of the FWA.

1.6 NO EXTRA CLAIMS

It is a term of this Agreement that the parties bound by this Agreement will not pursue any extra claims for the duration of this Agreement as specified in Clause 1.4 except as provided for in this Agreement.

1.7 COMMITMENT TO REVIEW ENTERPRISE AGREEMENT

The parties to this agreement commit to, over the period of this Agreement, review the format and simplify the content of this Agreement with the view to enhancing readability and useability. The revised document will form the base document for the negotiation of the next Enterprise Agreement.

1.8 INTRODUCTION OF CHANGE

The parties to this Agreement undertake the following:

The need to maintain a program of change at Boeing Aerostructures Australia that enables the Company to succeed in being world class in relation to productivity, product quality, customer service and cost competitiveness is critical. Support for the Boeing Aerostructures Australia change program is fundamental to the Agreement. The program for change on an on-going basis will emerge at both a Company and Site level during the life of the Agreement.

Where the Company has made a definite decision to introduce major change in production, program, organisation, structure or technology that are likely to have significant effects on employees, or if the Company proposes to introduce a change to the regular roster or ordinary hours of work of employees, the Company shall notify the employees who may be affected by the proposed changes and their union or unions.

For the purpose of defining Significant effects, refer to clause 9.1(b) of the Manufacturing and Associated Industries and Occupations Award 2010.

The Company shall discuss with the employees affected and their union or unions, the introduction of the changes referred to in this clause, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees.

Where the proposed change relates to regular roster or ordinary hours of work for employees, the Company must:

- (a) Discuss with the relevant employees the introduction of the change;
- (b) For the purposes of the discussion, provide to the relevant employees:
 - a. All information about the change including the nature of the change;
 - b. Information about what the Company believes will be the effects of the change on the employees; and
 - c. Information about any other matters that the Company reasonably believes are likely to affect the employees, and
- (c) Invite the relevant employees to give their views on the impact of the change (including any impact in relation to their family or caring responsibilities).

The discussions shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to above. The Company shall give prompt consideration to matters raised by the employees and/or their unions in relation to the changes.

1.9 CONSULTATION

The parties to this Agreement recognise the value of consultation as a fundamental means of communication and decision making. To be effective, consultation must occur between the industrial parties (union and management), between management, employees and their representatives.

The development of effective participative/consultative practices is important in the process of change and will lead to advantages for both the Company and Employees. It is therefore agreed that participative/consultative arrangements will be applied as follows:

The current consultative forum will continue to operate as per its current structure unless varied by agreement.

Employees shall be represented at least equally on the consultative committee by their elected union delegates, or employee representatives nominated for the purpose of the union. Joint subcommittees may be established for specific purposes and may be comprised of persons nominated by the parties.

1.10 PROTECTION OF EMPLOYEE ENTITLEMENTS

The parties to this Agreement acknowledge that employees have concerns about the preservation of their accrued entitlements. The Company has provided a letter, Part 12 – Letter of Guarantee of this Agreement from the Boeing Company guaranteeing the payment of employee entitlements on closure. This letter forms an attachment to this Agreement.

1.11 DELEGATES & EMPLOYEE REPRESENTATIVES ACCESS TO EMAIL AND INTERNET

The Company will provide site union delegates or employee representatives with access to email and Internet, which can be used to communicate with union officials and employees and used for the resolution of disputes arising out of this Agreement

Access to the email system and internet will be in accordance with the Company's information technology and relevant human resource policies.

1.12 SELECTION OF TEAM LEAD

The parties to this Agreement agree that positions for Team Lead will be advertised internally.

Applications for Team Lead will only be considered from employees who are members of that particular work area. If, following a merit based selection process suitable candidates are not identified from a particular work area, applications will be sought from across the site.

Assessment of applicants will be conducted in accordance with current recruitment processes.

All other process associated with the position of Team Lead will remain unchanged.

1.13 TIME MANAGEMENT

The parties to this Agreement acknowledge the need, and are committed to ensuring effective labour utilisation within the workplace to ensure the ongoing competitiveness of the business.

The expectation is that all employees will be on the job for all productive hours. This means at the start and finish of each shift, and at the start and finish of all standard breaks. The breaks include morning and afternoon tea, lunch, crib time and heat stress breaks.

Standard breaks durations are:

Tea breaks (two off per shift) - 12 minutes

Lunch break - 30 minutes

Crib breaks - 24 minutes

Heat stress breaks - Per current Policy

All break durations include wash up time. There is a 3 minute wash up time permitted at the end of shift.

The parties are committed to standardising, by manufacturing and/or support centre (e.g. AAC, SBC) the scheduling of tea breaks, lunch breaks and crib break times subject to a review being conducted.

1.14 CONTINUOUS IMPROVEMENT

The parties to this Agreement are committed to the implementation in the workplace of the concept of Continuous Improvement.

As such, the practice of continuous improvement will apply throughout all Boeing Aerostructures Australia. Continuous Improvement activities will be fostered by all employees as required.

Continuous Improvement represents an incremental step by step improvement in job or process by utilising the ideas, suggestions and expertise of all employees which may include improvements/adaptations of equipment but which does not necessarily include major capital investments. The continuous improvement process will include supplier input to product use improvements (e.g. Hexcel, 3M).

Continuous Improvement also means that all employees can contribute to activities at work which increase the value of their work and adds value across all process at Boeing Aerostructures Australia with emphasis on Quality, Cost, Delivery, Safety and Morale.

In order to facilitate the achievement of Continuous Improvement, a range of provisions and initiatives will be implemented both immediately and as they evolve over the life of the Agreement. Initiatives that may be introduced in addition to established continuous improvement processes of Lean Manufacturing (incorporating Lean tools), could include the following –

Improvement in customer service levels

Improvement in product quality

Improvement in response time or Improvement in cycle time

Reduction in waste (including but not limited to raw materials, finished products, energy, fuel, absenteeism, etc.)

Improvement in co-ordination between process areas

Improvement in process efficiency

Improvement in information flow and accuracy

Agreed new shift arrangements

Initiatives to optimise the use of plant and equipment

Improvement in use of materials

- Improvement in availability of fitments and tools
- Improvement in equipment down time and idle time
- Improvement in work organisation and job design
- Introduction of new technology
- Visual measures displayed in the work area (As per agreed policy)
- Other potential CIP initiatives

The parties to this Agreement are committed to ensuring the long term viability of Boeing Aerostructures Australia, and as such all means to ensure this will be jointly supported. Continuous improvement is a key strategy.

1.15 NOVATED LEASE

The Company agrees to continue to make available to employees the option of salary sacrifice for novated lease vehicles in accordance with Company policy and applicable laws.

Employees will be required to use the novated lease provider selected by the Company. The novated lease company selected will be required to provide employees with information (tax implications, etc) through employee sessions and one-on-one meetings if required.

Employees are advised to seek independent financial advice prior to entering into a novated lease arrangement.

1.16 POSITION DESCRIPTIONS

The parties have agreed to a number of position descriptions for the following roles;

Coordinators	Manufacturing Quality Engineers (MQE's)
Buyers	Senior Buyers
Team Lead	Non Destructive Testing (NDT)

These position descriptions are located on the Company intranet site and are available to all employees.

All position descriptions will be modified as/if required by agreement with employee representatives via the Consultative Forum.

Position descriptions will be removed once the Modernized Classification Structure is agreed to and implemented.

1.17 CONTACT WITH EMPLOYEES OUTSIDE OF NORMAL WORKING HOURS

Some employees are required to be contactable by the Company and be available outside of normal working hours where the purpose of the contact is a regular part of the employee's role or function.

This includes employees who are required to coordinate AOG spares requirements and emergency computing and Information Technology requirements.

Where an employee is required to be contactable via mobile phone and be available and where the purpose of the contact is a regular part of the employee's role or function the employee will receive a payment of \$65 per week to be paid as a flat amount.

This clause does not apply to employees who may be contacted by the Company outside of normal work hours on infrequent occasions related to normal or standard operational and support activities

1.18 CLOTHING

The Company will provide clothing to employees as per the Clothing policy and will replace them annually subject to wear and tear.

Employees are entitled to be supplied initially with 3 shirts, 2 pants, 1 jumper or vest and 1 jacket.

Shirts and pants will be replaced every 12 months if required.

Clothing (including jacket & jumper) will be replaced if damaged. To be determined by the ML or Manager upon inspection.

Clothing will be ordered from a supplier chosen by the company.

All clothing to be supplied with embroidered company logo.

Shorts & short sleeves to be provided based on area OH & S and quality requirements.

Employee to sign "shopping list" as a record of entitlement for the year.

1.19 'C' STAMP - APPRENTICES

'C' Stamp – The Company will provide appropriate training during the last year of an apprenticeship to achieve 'C' Stamp qualifications upon completion of their apprenticeship. The pay rate applicable will be 103% to those apprentices who are offered employment by the Company.

It is agreed that the Quality training will form part of the apprenticeship training program and therefore employees coming out of their time will be qualified and given a 'C' stamp and paid 103%.

Rare exemptions to this are agreed;

That the Company has not provided 'C' Stamp training during the indenture period. This is the responsibility of the Company and the Company must provide this training promptly within a three month period as well as pay 103%

Training has been provided by the Company but the individual employee has failed. If the individual's employment is continued by the Company they will be paid 100% and training will be provided within three months. On successful completion they will be paid 103%

1.20 EXPORT COMPLIANCE

1.20.1 Preamble

Boeing Aerostructures Australia is required to comply with a number of United States Government laws, regulations and guidelines (the "U.S. Requirements") which impact upon access to controlled technology and dual use technology, by Boeing Aerostructures Australia and its employees.

State and Federal legislation prohibits discrimination on the basis of race, country of origin and/or nationality. Boeing Aerostructures Australia has sought and obtained exemptions from the state anti-discrimination legislation such as Boeing Aerostructures Australia considers necessary to meet the U.S. Requirements as follows:

Boeing Australia Holdings Pty Ltd (Anti-Discrimination Exemption) [2007] VCAT 532; and
Exemption Order 22 December 2008 NSW Attorney General (the "Exemptions").

The unions and their members do not agree with the U.S. requirements or the above exemptions. Boeing Aerostructures Australia has determined to seek citizenship information from employees in order to comply with the U.S. Requirements.

1.20.2 Principles

The parties agree to the following principles:

- minimise and as far as practicable eliminate the discriminatory effects of the U.S. Requirements; and
- facilitate Boeing Aerostructures Australia compliance with current U.S. Requirements and as varied in accordance with International Traffic In Arms Regulations Section 126.1 in order to maintain current U.S. contracts and maximise the capacity to win future U.S. contracts that maintain future employment opportunities for aerospace workers.

1.20.3 Terms of Arrangement

No employee of Boeing Aerostructures Australia who provides their citizenship details will lose their job or suffer a reduction in any entitlement Boeing Aerostructures Australia will ensure as far as practicable that no career opportunity or training opportunity is lost as a result of the status of each employee in relation to the U.S. Requirements. Where there is some U.S. Requirement impediment to achieving this objective, Boeing Aerostructures Australia will use all reasonable endeavours to find alternative and equivalent career opportunity or training opportunity.

Boeing Aerostructures Australia will, subject to employee consent, advise the relevant union of any member who is a dual citizen and shall advise the unions on an ongoing basis of the progress of applications made to the U.S. State Department on their behalf for exemption or accommodation. BAA will request the relevant customer to make an application to the relevant U.S. Government agency for an exemption or accommodation for each person who does not comply with the U.S. Requirements. Boeing Aerostructures Australia will, subject to employee consent, disclose to the unions the progress of each and every application as it arises.

The unions and Boeing Aerostructures Australia will develop an agreed process to manage relocation issues for affected employees who are members including but not limited to shift, job, classification and whether or not the relocation is temporary.

Boeing Aerostructures Australia shall provide reasonable assistance towards assisting employees to achieve single Australian citizenship status, where that is the desire of an employee to meet the U.S. Requirements. Employees who receive this assistance must take any step reasonably required of them to achieve this status.

1.20.4 Employee Relocation

If the Exemptions, or any subsequent order or ruling that applies to the U.S. Requirements, Boeing Aerostructures Australia is required to relocate an employee from a "controlled technology area" in order to meet ITAR requirements the following agreed provisions shall be provided by Boeing Aerostructures Australia:

No employee (compliant or non-compliant) will be deskilled or declassified as a result of a relocation. Any relocated employee shall, as a minimum, continue to receive the same rate of pay, shift loading, leave loading and other entitlements as if they had not been relocated.

No employee shall be terminated as a consequence of their U.S. Export Compliance status. No employee relocated shall be made involuntarily redundant and Boeing Aerostructures Australia will not be offering voluntary redundancy packages tied to implementation of this Export Compliance arrangement.

Boeing Aerostructures Australia will not require relocated employees to commence new start and finish times that conflict with family or other responsibilities.

Boeing Aerostructures Australia will reach an agreed training program with each relocated employee and their union or other representative if requested by the employee to assist with future career progression.

Boeing Aerostructures Australia will, subject to employee consent, provide the unions with copies of the reports for activities in NSW. Boeing Aerostructures Australia shall, subject to employee consent, provide similar reports on a six monthly basis to the unions covering all other Boeing Aerostructures Australia Australian locations.

Where an employee has been temporarily relocated due to inability to meet ITAR requirements, and subsequently is able to meet the requirements, the employee, on request, will be returned to their position.

1.20.5 Amendment to Export Compliance Arrangements

Subject to there being no change in U.S. requirements, including interpretation of those requirements by U.S. authorities, the parties agree to make no further claims in respect of matters contained in this clause.

If U.S. requirements/interpretation of those requirements change during the life of the Agreement, the parties are not precluded from making amendments to these Export Compliance arrangements in respect of any change.

PART 2 DISPUTES AVOIDANCE PROCEDURE

(a) It is the intention of this Agreement to demonstrate to Boeing Aerostructures Australia's customers that it is committed to ensuring continuity of services to those customers. Further, it is recognised by Boeing Aerostructures Australia, its employees and their unions that this commitment is vital to the continual viability of Boeing Aerostructures Australia and to improve the job security of employees.

(b) The Company, the union(s) and the employees recognise the importance of uninterrupted production and delivery performance and agree that they and their appropriate representatives will confer to resolve any industrial matter in dispute between them (including matters under the National Employment Standards and this Agreement) without resort to industrial actions of any kind by the union(s) or its members. In the event the matter is not resolved by agreement, it will be referred to Fair Work Commission. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this provision.

(c) The parties also recognise that issues affecting employees should be resolved speedily and effectively and that most issues will be resolved informally between the employee and the immediate supervisor.

(d) The following formal procedure for the resolution of problems will apply

Stage 1 All matters shall be raised by employees and/or their representatives in the first instance with the employee's immediate supervisor

Stage 2 If the matters remain unresolved they shall be raised by the employee and/or their representatives with the employee's manager.

Stage 3 If the matters thereafter remain unresolved they shall be referred by the employee or their representatives to the Company's Human resources section, which will respond to the issues within 48 hours (excluding weekends, rostered days off and public holidays)

Stage 4 Where the matters are complex and may take time to resolve a timetable for further discussions shall be agreed.

Stage 5 If a dispute in relation to a matter arising under the Agreement is unable to be resolved at the workplace and all agreed steps for resolving it have been taken, the dispute may be referred to Fair Work Commission (FWC) for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary, FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

Any dispute referred to FWC for arbitration will bind the parties, subject to either party exercising a right of appeal against a decision.

Until the matter is determined, work shall continue in accordance with existing practice subject only to safety issues, where the work shall be deferred until the matter is determined. No party shall be prejudiced as the final settlement by the continuance or deferment of work in accordance with this subclause.

At any stage of the dispute resolution process, a party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.

PART 3 ITEMS OF AGREEMENT

3.1 DEFINITIONS

- 3.1.1 Company means Boeing Aerostructures Australia Pty Limited (trading as Boeing Aerostructures Australia) at 226 Lorimer Street, Port Melbourne, Victoria 3207
- 3.1.2 Employer has the same meaning as Company in 3.1.1 above.
- 3.1.3 Enterprise has the same meaning as Company in 3.1.1 above.
- 3.1.4 Employee means, unless otherwise stated, an employee of Boeing Aerostructures Australia Pty Limited (trading as Boeing Aerostructures Australia) at 226 Lorimer Street, Port Melbourne, Victoria 3207

3.2 ANTI DISCRIMINATION

- 3.2.1 It is the intention of this Agreement to achieve the principal object in section 3(e) of the Fair Work Act 2009 by preventing and eliminating discrimination on the basis of race, colour, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin.
- 3.2.2 Accordingly, in fulfilling their obligations under the Grievance Resolution Procedure clause, the respondents must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects
- 3.2.3 Nothing in this clause is to be taken to affect:
 - 3.2.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - 3.2.3.2 an employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction including by application to the Australian Human Rights Commission.

PART 4 EMPLOYMENT RELATIONSHIP

4.1 EMPLOYER AND EMPLOYEE DUTIES

Summary

An employee has certain obligations to carry out duties as directed. Any direction by the employer must be consistent with a safe and healthy work environment.

- 4.1.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote de-skilling.
- 4.1.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

4.2 EMPLOYMENT CATEGORIES

4.2.1 Probationary employment

- 4.2.1.1. An employer may initially engage a full-time or part-time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and of the duration of the probation
- 4.2.1.2. All employees upon commencement and those employees promoted to another position from the making of this Agreement shall undertake a probationary period of three months. After each four weeks of the probation a formal assessment shall be carried out.

If the probationary period is successfully completed the position will be confirmed. Provided that the Company may confirm the position at any time during the period or the probation may be extended for up to three months for a further period of assessment to be carried out.

- 4.2.1.3. The employee shall have the right to have a shop steward or other representative present at the reviews and in the event of an unsuccessful review written reasons shall be supplied to the employee
- 4.2.1.4. During the probationary period either party may terminate the contract of employment by giving one weeks' notice. Provided that this does not apply in the case of an employee who has been promoted.
- 4.2.1.5. In the case of promotion subject to the provisions of 4.2.1.2 and 4.2.1.3 above:

Where the employee is unable to successfully complete the probationary period the Company shall find a position for the employee at a level no less than the position from where he/she was promoted. Should this prove impractical the Company shall discuss with the union alternative

processes to apply. The probationary period identified at 4.2.1.6 does not limit the operation of the statutory minimum employment period.

4.2.1.6. A probationary employee is for all purposes of this Agreement a full-time or part-time employee.

4.2.1.7. Probationary employment forms part of an employee's period of continuous service for all purposes of this Agreement, except where otherwise specified in this Agreement.

4.2.2 Full-time employment

Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this Agreement a full-time employee, unless otherwise specified in this Agreement.

4.2.3 Casual employment

Where the Company wishes to engage casual employees it shall do so only after consultation with the majority of employees or their representatives.

A casual employee is to be employed by the hour. A casual employee for working ordinary time shall be paid an hourly rate calculated on the basis of one thirty-eighth of the weekly agreement wage prescribed in clause PART 5 for the work which they perform plus a casual loading of 25 per cent. The loading constitutes part of the casual employee's all-purpose rate and compensates the employee for the non-payment of annual leave, annual leave loading, personal/carer's leave, compassionate leave, special leave, parental leave and public holidays.

4.2.3.1. Caring responsibilities

4.2.3.2. Casual employees are not entitled to paid personal/carer's leave but subject to the notice and evidentiary requirements in 7.2.2.3 of this Agreement, casual employees are entitled to not be available to attend work, or to leave work:

if they need to care for members of their immediate family or household who require care and support because of a personal illness or injury, or who require care due to an unexpected emergency, or the birth of a child; or

upon the death of an immediate family or household member or in the event an immediate family or household member develops or contracts a personal illness, or sustains a personal injury, that poses a serious threat to his or her life.

4.2.3.3. The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. 2 days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

4.2.3.4. An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

4.2.4 Part-time employment

Where the Company wishes to engage part-time employees it shall do so only after consultation with the employees and or their representatives.

- 4.2.4.1. Where an employee requests a change of employment status from permanent full-time to part-time, the request must be submitted in writing by the employee to the Company.

On a case by case basis, the Company will genuinely consider any request made by an employee to convert from full-time to part time employment. The Company will respond in writing within 14 days. Where a request cannot be approved by the company, the Company will set out the reasons in writing to the employee.

- 4.2.4.2. before commencing part-time employment, the employee and the Company must agree in writing on the hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for work. These may be varied by consent in writing.

- 4.2.4.3. An employee so engaged shall be paid per hour one thirty-eighth of the weekly rate prescribed by clause 5.1 for the classification in which the employee is engaged.

- 4.2.4.4. An employee engaged on a part-time basis shall be entitled to payments in respect of annual leave, public holidays and personal/carer's leave arising under this Agreement on a proportionate basis calculated as follows:

4.2.5 Annual leave

Subject to the provisions of clause 7.1(Annual Leave):

Where the employee has completed 12 months continuous service - four weeks leave at the number of ordinary hours which would otherwise have been worked during the period of leave.

Where the employee is entitled to pro-rata leave on termination or at a close down in accordance with this Agreement the employee shall receive 2.923 hours paid at the appropriate rate of wage for each 38 ordinary hours worked.

4.2.6 Public holidays

Where the normal paid hours fall on a public holiday and work is not performed by the employee, such employee shall not lose pay for the day.

Where the employee works on the holiday, such employee shall be paid in accordance with clause 7.7 [Public Holidays] of this Agreement.

4.2.7 Personal/carer's leave

A part-time employee shall be granted personal/carer's leave in accordance with the provisions of clause 7.2.1 provided that their entitlement to personal/carer's leave shall be reduced in proportion to the average number of ordinary hours they work each week in accordance with paragraph 4.2.4.1.

4.2.8 Overtime

A part-time employee who works in excess of the hours fixed under the contract of employment, shall be paid overtime in accordance with the overtime clause of this Agreement.

4.2.9 Apprentices

The terms of this Agreement will apply to apprentices, including adult apprentices, except where it is otherwise stated or where special provisions are stated to apply. Apprentices may be engaged in trades or occupations provided for in this clause where declared or recognised by an Apprenticeship Authority (including 3rd Party).

An employer shall not employ an un-apprenticed junior in a trade or occupation provided for in this clause. Leave is reserved to the employer respondent to this Agreement to seek to vary this provision if such limitation is removed from State legislation in a particular State or States.

4.2.9.1. Operation of State and Federal Laws

Where any statute or regulation relating to apprentices is in force, that statute or regulation will operate provided that the provisions of the statute or regulation are not inconsistent with this Agreement in which case the provisions of this Agreement will apply.

In order to undertake trade training a person must be a party to a contract of apprenticeship or a training agreement in accordance with the requirements of the Apprenticeship Authority or legislation. The employer shall provide and/or provide access to, training consistent with the contract or training agreement without loss of pay.

- 4.2.9.2. An Apprenticeship may be cancelled or suspended only in accordance with the requirements of the contract of apprenticeship or training agreement and the requirements of legislation.
- 4.2.9.3. The probationary period of an apprentice shall be as set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with legislation but shall not exceed three months.
- 4.2.9.4. Apprentices attending technical colleges or schools or registered training organisations or TAFE and presenting reports of satisfactory conduct shall be reimbursed all fees paid by them.
- 4.2.9.5. The employer shall ensure that there are sufficient skilled tradespersons employed to ensure apprentices are able to satisfy the requirements of their training including on-the-job training and experience.
- 4.2.9.6. Except as provided in this clause or where otherwise stated all conditions of employment specified in this Agreement shall apply to apprentices. Notice of termination and redundancy provisions shall not apply to apprentices. The ordinary hours of employment of apprentices shall not in each enterprise exceed those of the relevant tradesperson.
- 4.2.9.7. Subject to 4.2.5 the period of apprenticeship shall be four years.

- 4.2.9.8. The period may be varied with the approval of the appropriate state regulatory authority provided that any credits granted shall be counted as part of the apprenticeship for the purpose of wage progression under clause 5.5.1.
- 4.2.9.9. Further, the period may be varied to such other period as is approved by the appropriate state regulatory authority on the basis of an approved competency based training program.
- 4.2.9.10. The wage rates mentioned in clause 5.4 may be varied with the approval of the relevant parties to this Agreement according to the apprentice affected, and the relevant apprenticeship authority to allow for progression between wage levels based on the gaining of agreed competencies and/or modules instead of the year of the apprenticeship. For example the appropriate proportion of the minimum training requirement associated with the year of the apprenticeship could only be used to identify progression from one percentage rate to the next.
- 4.2.9.11. The parties to this Agreement are committed to the development of a model or models of competency based wage progression.
- 4.2.9.12. No apprentices under the age of 18 years shall be required to work overtime or shift work unless they so desire. No apprentice shall, except in emergency, work or be required to work overtime or shift work at times which would prevent their attendance in training consistent with the contract or training agreement.
- 4.2.9.13. No apprentice shall work under a system of payment by results.
- 4.2.9.14. Lost time

Apprentices are required to serve an additional day for each day of absence during each year of their apprenticeship, except in respect of absences due to annual leave or long service leave. The following year of their apprenticeship does not commence until the additional days have been worked. However, any time that has been worked by the apprentice in excess of their ordinary hours shall be credited to the apprentice when calculating the amount of additional time that needs to be worked in the relevant year.

- 4.2.9.15. Reward for successful apprenticeship

Subject to good conduct, diligence and faithful service and to either the attainment of 75% of the possible marks in the final technical examination in all subjects of the prescribed course, or, in trades wherein modular systems operate, the attainment of an average of 75% of possible marks over all modules, with no mark being below 70%, all apprentices who complete their apprenticeship to the satisfaction of the Company (based on the attainment of the necessary competency standards) may be presented with an award of tools to a value not exceeding \$200.00.

- 4.2.9.16. Transition provisions

Any person engaged as an apprentice at the date this Agreement commenced operation shall be deemed to be an apprentice for all purposes of this Agreement until the completion or cancellation of their apprenticeship contract.

4.2.9.17. To provide for genuine career path development in selecting adult apprentices the employer should first consider applicants who are currently employed by the employer.

4.2.9.18. Where an employer proposes to employ adult apprentices there shall be consultation in accordance with clause 1.8 in respect of any effect on the number of junior apprentices traditionally employed at that enterprise.

4.2.10 Trainees

The parties to this Agreement shall observe the terms of the National Training Wage Schedule as in force immediately prior to the lodgement of this Agreement.

4.3 TERMINATION OF EMPLOYMENT

4.3.1 Notice of termination by employer

4.3.1.1. In order to terminate the employment of an employee the employer must give to the employee the following notice:

Period of service	Period of notice
1 year or less	1 week
1 year and up to the completions of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

4.3.1.2. In addition to the notice in 4.3.1.1 employees over 45 years of age at the time of the giving of the notice with not less than two years' service, are entitled to an additional week's notice.

4.3.1.3. Payment in lieu of the notice prescribed in 4.3.1.1 and 4.3.1.2 must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.3.1.4. In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice, had their employment not been terminated, must be used.

4.3.1.5. The period of notice in this clause does not apply in the case of dismissal for serious misconduct, or in the case of probationary employees, casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.

4.3.1.6. For the purposes of this clause, service shall be calculated in the manner prescribed by sub clause 7.1.5 - How to Calculate Leave.

4.3.2 Notice of termination by employee

The notice of termination required to be given by an employee shall be the same as that required of an employer, except that there is no additional notice based on the age of the employee concerned. If an Employee fails to give the required period of notice, the Employee will not be eligible for any payment in lieu of notice and will only be eligible to salary earned up to and including the date of termination.

4.3.3 Summary dismissal

The employer has the right to dismiss any employee without notice for serious misconduct and in such cases any entitlements under this Agreement are to be paid up to the time of dismissal only.

4.3.4 Time off during notice period

Where an employer has given notice to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

4.4 REDUNDANCY PAYMENTS & ENTITLEMENTS

4.4.1 Transfer of business

Where:

- (a) A business is before or after the date of this Agreement transferred from the Company (in this subclause called the old employer) to another employer (in this subclause called the new employer);
- (b) An employee of the old employer in that business becomes an employee of the new employer within three months of termination of their employment with the old employer;
- (c) The employee performs the same, or substantially the same, work for the new employer as work performed for the old employer; and
- (d) There is a connection between the old employer and the new employer;

then:

- (e) The continuity of the employment of the employee will be deemed not to have been broken by reason of such transfer;
- (f) The period of employment which the employee has had with the old employer or any prior employer will be deemed to be service of the employee with the new employer; and
- (g) The employee will not be entitled to a redundancy or severance payment.

In this subclause:

'business' includes trade, process, business or occupation and includes part of any such business and transfer includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transferred has a corresponding meaning.

'connection between the old employer and the new employer' has the same meaning as s311(3)-(6) of the Fair Work Act i.e.

- (a) a transfer of assets from the old employer and the new employer;
- (b) the old employer outsourcing work to the new employer;
- (c) the new employer ceasing to outsource work to the old employer; and/or
- (d) the new employer being an associated entity of the old employer.

4.4.2 Severance payments

- i. 0-15 years' service: 6 weeks payment per year of service
- ii. Greater than 15 years' service: 6 weeks payment per year for the first 15 years then 4 weeks payment per year for the next 5 years then 3 weeks payment per year of service thereafter
- iii. The minimum benefit payable to redundant employees, including the notice period will be 13 weeks.
- iv. The redundancy benefit will be subject to a ceiling, including the notice period, of:
 - a) 144 weeks for employees less than 45 years of age;
 - b) 148 weeks for employees greater than 45 years of age.
- v. Pro-rata entitlement shall be paid for part completed years of service.
- vi. An employee who has been notified that they will be made redundant and suffers death or a permanent disability prior to their redundancy taking effect will receive all entitlements under this Agreement. The amount that they would have been entitled to will be forwarded to the employee or in the case of death the employees next of kin.

4.4.3 Annual leave

A loading of 17.5% will be paid on pro-rata annual leave, at the rate of 17.5% or the employee's usual shift loading whichever is the greater.

4.4.4 Notice period

The period of notice (or payment in lieu of notice) will be:

Employees less than 45 years of age – 4 weeks

Employees greater than 45 years of age – 8 weeks

4.4.5 Long service leave

Employees subject to redundancy will be entitled to pro rata long service leave after one (1) year of service.

4.4.6 Personal/carer's leave

The Company agrees to pay out accrued personal/carer's leave on redundancy up to the maximum of 20 days payment. The Company and unions commit to discussing a process that addresses employees taking personal/carer's leave.

4.4.7 Pro rata service awards

Employees subject to redundancy will be entitled to receive Service Award Vouchers for the cash amounts specified in the Boeing Aerostructures Australia Service Awards Procedure as amended from time to time. This entitlement will only apply to those employees who are within 12 months of the applicable 5 year (or multiple thereof) anniversary.

4.4.8 Outplacement

The Company will provide outplacement services for employees who are subject to redundancy. The outplacement program will provide support in areas such as career planning, financial planning, resume preparation, references, job search strategy and techniques, interviewing, and assessing job offers.

4.4.9 Employees on leave/courses

Employees on leave or on courses will be entitled to participate in a redundancy program at the conclusion of the leave period or course.

4.4.10 Reimbursement of training expenses

Employees who wish to access approved vocational training will be eligible for the reimbursement of fees up to a limit of \$1000 on presentation of:

- A receipt of payment for fees; and
- Evidence of satisfactory attendance

This benefit will be administered by the Training Committee and will be available until the end of the academic year.

4.4.11 Re-employment

The Company welcomes applications from former employees who have been made involuntarily redundant. Each applicant will be assessed as per the identified process

4.4.12 Amalgamation of legal entities

In the event The Boeing Company changes or amalgamates its legal entities including the Company, an employee will not be entitled to a redundancy or severance payment if the employee is transferred:

- (a) to an associated entity of the Company within three months of termination of employment with the Company;
- (b) with continuity of service recognised;
- (c) under the same terms and conditions of this Agreement, performing the same or substantially the same work; and
- (d) with their circumstances remain unchanged including non-certified agreements.

This clause will only apply if the Boeing Company remains the parent company to the Company.

4.4.13 Compulsory/voluntary redundancy arrangements

The extent to which the Company can accommodate voluntary redundancies, voluntary redundancies will be determined by the particular circumstances at the time and will have regard to the operational requirements of the business. Such arrangements will be discussed by the parties and the selection process determined at the time.

4.4.14 Closure

In the event of closure of the Company, the Company will communicate as early as practicable after a definite decision has been made by the Company. The Company shall give prompt consideration to matters raised by the employees and/or their unions in relation to the closure.

In the event of a closure, the Company will negotiate an additional close down agreement with the parties that does not include areas previously discussed during this Redundancy negotiation or contained in this Agreement. The only areas that the Company will discuss would include retention and special provision payments.

4.4.15 Redundancy process

The Redundancy Process has been agreed and is included as PART 11 to this Agreement.

4.5 ABSENCE FROM DUTY

Unless a provision of this Agreement states otherwise (e.g. personal/carer's leave), an employee not attending for duty will lose their pay for the actual time of such non-attendance.

4.6 EMERGENCY PROVISIONS

Notwithstanding anything elsewhere contained in this Agreement the following provisions shall apply in the case of any undertaking subjected to restriction or rationing in the use of electric energy, natural and/or coal gas and/or the emergency disconnection thereof in accordance with orders or regulations approved by the appropriate lawful authority.

If an employee is required to attend for work but is not able to be employed usefully by reason of such restriction, rationing or emergency disconnection, the employee shall be entitled to two hours pay.

This sub-clause shall not apply to apprentices except as otherwise granted by the appropriate apprenticeship training authority.

4.7 ABANDONMENT OF EMPLOYMENT

The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned their employment.

Provided that if within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the employer that they were absent for reasonable cause, they shall be deemed to have abandoned their employment.

Termination of employment by abandonment in accordance with this sub clause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the latter.

4.8 WORKCOVER MAKE-UP PAY

The Company will provide make-up pay for up to 52 weeks in respect of any injury or illness which has been accepted by the relevant state workers compensation authority as work related.

"Make-up pay is defined as the difference between the applicable ordinary time rate of pay for the employee's classification contained at 5.1.1.3 of this Agreement and the amount payable in respect of the injury or illness by the workers compensation authority.

For the purpose of this Agreement and for superannuation contributions a period on make-up pay shall be regarded as continuous service.

Where an employee on workers compensation is receiving only payments made by the workers compensation authority, continuity of service shall not be broken but service shall not be regarded as continuous for the purpose of this Agreement or for superannuation contributions.

4.9 PROCESS FOR SELECTING PEOPLE TO FILL VACANCIES

This is a generic process – details at each step should be adapted to suit the particular circumstances of each vacancy

The process itself embodies certain agreed principles e.g. advertising all vacancies except in agreed cases, including circumstances where redeployment is appropriate. Other agreed principles which should be kept in mind in applying the process are:

1. The aim is to appoint the best person for the position
2. The process must be performed in a practical way, and efficient in use of time and resources
3. Application of the process must be demonstrably fair and equitable, free from bias or prejudice, and free from unlawful or unfair discrimination
4. Application of this process supports appointment of internal applicants to jobs where appropriate
5. No specific appeal mechanism is included. This does not eliminate any person's right to appeal through whatever channels they prefer

6. Where a vacancy arises it shall be advertised internally in the first instance. Where no suitable applicants internally the Company will advertise externally. When appropriate a parallel internal/external process will be used.
7. Where all things are equal and in keeping with the terms of this Agreement, preference shall be given to applicants who have previously been made redundant by Boeing Aerostructures Australia.

Refer to the Recruitment Policy IS201 for application of the process.

4.10 ORGANISATION AND PEOPLE DEVELOPMENT

The parties to this agreement are committed to the continuous development of the organisation and all its employees. The on-going commitment to development has tangible benefits of improved business performance through greater flexibility, consistency, and innovation as well as increased employee engagement and satisfaction.

This will be achieved through the Company training program and be based on either:

- Performance Management Process for Engineer/Scientist classified employees per 4.10.1
- Employee performance feedback discussions for all other employees as per clause 4.10.3.

4.10.1 Performance Management Process (Engineer/Scientist classified employees only)

The performance management process (PMP) provides a method for employees and management to determine individual performance goals, assess performance against those goals and performance values, and establish developmental plans to address performance needs or gain additional knowledge, skills and abilities as necessary.

This process shall be conducted at least annually and may consist of activities such as goal setting, coaching and feedback, performance assessment, and employee development.

Documentation used as part of the PMP process shall be the same for all employees and consistent with the details provide within this sub-clause.

Where training is identified and agreed during the PMP, applications shall be submitted in accordance with the Company's training policy (IS200). Employees may request leave for study purposes in accordance with study leave clause of this Agreement

The PMP process shall be reviewed jointly by the parties in accordance with clause 1.8 (Introduction of Change), 1.9 (Consultation), and 1.13 (Continuous Improvement) of this Agreement. Changes shall only be made by agreement between the parties.

Each employee, in conjunction with their manager, shall participate in individual performance management discussions, which may be initiated by either party. Discussions should promote a mutual understanding of all factors that contribute to or are affected by performance, such as:

- job assignment, responsibilities, and expectations;
- education and/or significant experience gained by the employee and related to their career progress within the Company;
- other assignments (domestically and/or internationally), skills, or functions that the employee may be qualified to/wish to perform in future.
- Business needs and plans

4.10.2 Performance Feedback Discussion

A performance feedback discussion between an employee and their immediate supervisor/ manager will take place at least annually upon employee request. The Company will develop, release, and maintain a policy in accordance with clause 1.8 (Introduction of Change) and 1.9 (Consultation) of this Agreement to provide the framework for such discussions.

The discussion will include:

- Performance feedback in current role.
- The career development of the employee and the opportunities that may exist for knowledge and skills development given business needs/requirements; such as:
- Job rotation.
- Training and/or development programs.
- Secondment or exchange programs with other Boeing business units.
- Access to a suitable mentor and mentoring program (upon request or as required by the Company).

Key elements of the discussion will be documented, signed by the employee and supervisor/manager, and kept on file. Applications for training agreed to during discussion shall be submitted in accordance with the Company's training policy. Employees may request leave for study purposes in accordance with clause 7.9 of this Agreement.

From the performance feedback discussion and documented outcomes, Company will assist the employee to implement this development subject to business requirements.

Performance Feedback discussions will not be used for disciplinary purposes.

4.10.3 Training committee

The parties agree to the continuing operation of a training committee of equal numbers of management and employee representatives.

The committee's role shall be:

- 4.10.3.1. To oversee the development of the Company's training program consistent with:
- 4.10.3.2. the current and future skill needs of the Company and the aerospace industry;
- 4.10.3.3. the development of relevant vocational skills through courses conducted by accredited educational institutions and providers;
- 4.10.3.4. the nature of the Company's various operations;
- 4.10.3.5. the aspirations and skill needs of individuals for career path progression;

- 4.10.3.6. the need to ensure equal employment and training opportunities (particularly for disadvantaged groups such as people from non-English speaking backgrounds, people with disabilities or particular family commitments).
- 4.10.3.7. Review the effectiveness of the training program;
- 4.10.3.8. Review the applicability of courses offered, both internal and external;
- 4.10.3.9. Consider forward planning, skill profiles and needs as proposed by the Company to ensure skill acquisition priorities are met;
- 4.10.3.10. Acting as an appeals avenue for employees aggrieved in relation to training and/or progression.

Employee representatives will be granted leave with pay to attend committee meetings.

4.10.4 Training leave

- 4.10.4.1. Training referred to in this sub clause shall be training relevant only to an employee career path and must be part of the Company's training program.
- 4.10.4.2. Training undertaken during normal working hours shall be without loss of pay.
- 4.10.4.3. Any costs associated with enrolment, tuition and text books incurred in connection with the undertaking of training shall be reimbursed upon production of evidence of such expenditure.
- 4.10.4.4. Provided that reimbursement shall be on an annual basis subject to the presentation of reports of satisfactory progress.
- 4.10.4.5. No reimbursement shall be made for text books, etc., which are available in the Company's technical library.
- 4.10.4.6. Travel costs incurred by employees undertaking training in accordance with this sub clause which exceed those normally incurred in travelling to and from work shall be reimbursed.

4.11 GAINSHARE SCHEME

4.11(a) This scheme will be effective for the life of this agreement and will cover all agreement covered employees.

The Scheme will reward employees for achieving better than planned results for the business. Any saving will be divided equally (i.e. 50% to the Company and 50% to the employees). The employee share of this gain will be divided by the number of eligible agreement covered employees and be paid as a gross monetary bonus.

The architecture of the Gainshare Scheme will be contained in a policy document separate to this agreement.

4.12 CONTINGENT LABOUR

4.12.1 The Company may employ contingent labour to meet certain operational requirements. These are broadly in the areas of:

- meeting peak workloads;
- use of skills not available in the Boeing Aerostructures Australia workforce;
- long term leave relief.

4.12.2 To meet these requirements the company may make use of labour which is employed directly by the company i.e. fixed term, part time (including permanent part time) or casual labour, or labour which is contracted through a “third party” for a specific time / task.

4.12.3 The company shall consult with the unions before using contingent labour. This shall include information in regard to:

- reasons and likely duration;
- customer requirements;
- workload assessment and labour utilisation;
- alternate proposals considered;
- proposals for possible skills transfer.

4.12.4 The overall number of permanent part time, casual and contract labour will be reviewed from time to time, but no less than every six months, between the Union and the Company. The Company will at all times try to maintain levels at the minimum required to meet operational needs, and in the case of permanent part time employees, the individual’s needs.

4.12.5 Use of contingent labour shall not prejudice the ongoing employment of full time employees. The company must ensure the wages and conditions of contract labour engaged to do work covered by this agreement are no less favourable than the wages and conditions provided for in this agreement for equivalent or similar work.

4.12.6 Contracts for labour through a “third party” shall specify the tasks to be performed and the period of the contract. As a rule such contracts shall be for no more than 12 months. However the period is dependent upon the task and a greater period than 12

months may be necessary. Where such longer term is proposed there shall be consultation with the Union prior to any contract being let.

4.12.7 The Company will implement a process to enable the transfer of skills from the contract labour to employees, such that the need for contract labour is reduced in the future.

4.12.8 Provided that the contingent labour clause is adhered to and complied with by the Company and the processes therein are followed the Union will support where necessary the use of contract labour.

4.13 LEAVE FOR ARBITRATION PURPOSES

Employees required by the Union or Unions to attend proceedings involving the company before Fair Work Commission shall be regarded as on duty for the period of the proceedings.

Paid leave of absence will be granted to attend such proceeding on the following conditions:

- (i) That departmental operating requirements permit the grant of leave;
- (ii) Disputes Avoidance Procedure has been adhered to; and
- (iii) Union or Unions have provided notice to the company of the requirement for an employee to attend FWC proceedings.

4.14 LEAVE TO ATTEND TRADE UNION COURSES

Leave of absence shall be granted to employees nominated by the Union to attend short trade Union training course or seminars as authorised by the relevant Union on the following conditions:

- (i) That departmental operating requirements permit the grant of leave,
- (ii) That the scope, content and level of the short courses are such to contribute to a better understanding of industrial relations,
- (iii) Leave of absence granted under this clause shall be with full pay, i.e. pay shall not include shift and penalty payments or overtime;
- (iv) Leave of absence granted under this clause shall count as service for all purposes,
- (v) Leave granted under this clause shall be limited to a maximum of fifteen days in any one calendar year

Provided that the total of leave available to all Union representative in each Union may be combined to form a pool of leave in respect of each Union. The pool in respect of each Union may be utilised to allow individual representatives of that Union to take up to twenty days in one year.

4.15 PAID MEETINGS

The Company will approve requests for paid union communication meetings with employees, which is mutually beneficial to both parties. The Union representatives will give the company five working days' notice of the intention to meet with employees and if requested by the company, will provide a list of agenda items that will be discussed at any meetings. Paid meetings held during Company time must be approved by a BAA Director.

The Union representatives will conduct meetings at times that will minimise disruption to the company and these are usually at the start or completion of shifts.

4.16 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

4.16.1 Boeing Aerostructures Australia and an employee may agree to make an individual flexibility arrangement to vary the following terms:

- Substitution of Rostered Days Off (6.1.4.2)
- Accumulation of Rostered Days Off (6.1.4.2)
- Arrangements which allow for flexibility in relation to the taking of Rostered Days Off. (6.1.4.2)
- Taking of Meal Breaks after 5 or 6 hours of time worked. (6.3.1)
- Payment for Period of Annual Leave either prior to commencing leave or paid weekly. (7.1.3)
- Taking of Long Service Leave at half pay for a period which is twice the period of entitlement. (7.7.4.5)
- Flexible Work Hours (as prescribed in PART 10 FLEXIBLE WORKING HOURS)
- Working from Home

4.16.2 Any arrangements made in accordance with clause 4.16 must:

- be in accordance with Fair Work Act.
- be genuinely agreed upon by the employee and BAA;
- not be unlawful terms under section 194 of the Fair Work Act 2009 (Cth)
- be about permitted matters under section 172 of the Fair Work Act 2009 (Cth)
- result in the employee being better off overall than the employee would be if no arrangement was made;
- be in writing and include BAA's name, the name of the employee and the varied agreement term;
- be signed by the employee (or if under 18 years of age, signed by the employees parent or guardian) and BAA;
- be given to the employee within 14 days after the arrangement is agreed upon; and
- be capable of being terminated by:
 - (i) either the employee or BAA giving no more than 28 days' written notice; or
 - (ii) mutual agreement in writing, at any time.

4.16.3 For the avoidance of doubt, the right to request provisions in the Fair Work Act 2009 (Cth) as amended or replaced apply.

PART 5 RATES OF PAY AND PAY RELATED MATTERS

5.1 CLASSIFICATIONS AND RATES OF PAY

5.1.1 Rates of pay for adult employees

5.1.1.1. Adult employees, other than those specified in 5.1.1.2, shall be entitled to receive the Agreement rate of pay for the relevant classification as set out in the table in 5.1.1.3.

5.1.1.2. The following adult employees are not entitled to receive the Agreement rate of pay set out in the table in 5.1.1.3:

Adult apprentices (refer to Clause 5.5);

Trainees (refer to Clause 5.6);

Employees in respect of whom a provision under clause 5.1A, Supported Wages System, is in force

5.1.1.3. Schedule of rates of pay

The weekly wage rates payable to employees and as increased by the percentages at the times specified below shall be the minimum wage rates payable to employees covered by this Agreement.

A pre-tax sign on payment of \$600 will be paid to all employees covered by this agreement in the first full pay period to commence on or after the agreement is approved by Fair Work Commission.

The amounts below reflect a Yr 1 – 3.5%, Yr 2 - 3.5%, Yr 3 - 3.5% and a pro-rata 3.5% pay increase for the remaining period to 30 June 2021, in each column and shall apply as follows:

* 27 April 2018 Column - applies from the first full pay period to commence on or after date of approval of the Agreement by the Fair Work Commission. Back payment to 27 April 2018 will apply.

* 2 February 2019 Column - applies from the first full pay period to commence on or after 2 February 2019

* 2 February 2020 Column - applies from the first full pay period to commence on or after 2 February 2020

* 2 February 2021 Column - applies from the first full pay period to commence on or after 2 February 2021

The following rates of pay for a 38-hour week shall apply to the classifications listed hereunder:

Employees engaged as Material Handlers will be classified as an Aerospace Worker 2B and will receive additional payments so that the total rate of pay is equal to the rate of pay under the Assistant Technician 1B Classification.

Boeing Aerostructures Australia Pty Ltd (Port Melbourne) Enterprise Agreement 2018

Aerospace Worker Classification	Job Code	Relativity to Base %	Weekly Base at 2 Feb 2017	Effective 27 April 2018	Effective 2 February 2019	Effective 2 February 2020	Effective 2 February 2021 until 30 June 2021
				3.5%	3.5%	3.5%	3.5% (pro-rata)
Aerospace Worker 1	W1	88	\$ 1,233.09	\$ 1,276.25	\$ 1,320.92	\$ 1,367.15	\$ 1,386.54
Aerospace Worker 2A	W2A	92	\$ 1,289.13	\$ 1,334.25	\$ 1,380.95	\$ 1,429.28	\$ 1,449.55
Aerospace Worker 2B	W2B	96	\$ 1,345.16	\$ 1,392.24	\$ 1,440.97	\$ 1,491.40	\$ 1,512.55
Warehouse Material Handlers	WMH	(S1B)	\$ 1,390.98	\$ 1,439.66	\$ 1,490.05	\$ 1,542.20	\$ 1,564.08
Aerospace Worker 3	W3	100	\$ 1,401.20	\$ 1,450.24	\$ 1,501.00	\$ 1,553.54	\$ 1,575.57

Aerospace Tradesperson Classification	Job Code	Relativity to Base %	2017 Weekly Base	Effective 27 April 2018	Effective 2 February 2019	Effective 2 February 2020	Effective 2 February 2021 until 30 June 2021
				3.5%	3.5%	3.5%	3.5% (pro-rata)
Base Tradesperson	W3	100	\$ 1,401.20	\$ 1,450.24	\$ 1,501.00	\$ 1,553.54	\$ 1,575.57
Aerospace Tradesperson 1	W4	103	\$ 1,443.31	\$ 1,493.83	\$ 1,546.11	\$ 1,600.22	\$ 1,622.92
Aerospace Tradesperson 2A	W5A	110	\$ 1,541.29	\$ 1,595.24	\$ 1,651.07	\$ 1,708.86	\$ 1,733.09
Aerospace Tradesperson 2B	W5B	115	\$ 1,611.42	\$ 1,667.82	\$ 1,726.19	\$ 1,786.61	\$ 1,811.95
Aerospace Tradesperson 3A	W6A	120	\$ 1,681.37	\$ 1,740.22	\$ 1,801.13	\$ 1,864.16	\$ 1,890.60
Aerospace Tradesperson 3B	W6B	125	\$ 1,751.50	\$ 1,812.80	\$ 1,876.25	\$ 1,941.92	\$ 1,969.46
Aerospace Tradesperson 3C	W6C	130	\$ 1,821.64	\$ 1,885.40	\$ 1,951.39	\$ 2,019.68	\$ 2,048.33

Technical Classification	Job Code	Relativity to Base %	2017 Weekly Base	Effective 27 April 2018	Effective 2 February 2019	Effective 2 February 2020	Effective 2 February 2021 until 30 June 2021
				3.5%	3.5%	3.5%	3.5% (pro-rata)
Assistant Technician 1	S1	88	\$ 1,275.03	\$ 1,319.66	\$ 1,365.84	\$ 1,413.65	\$ 1,433.70
Assistant Technician 1A	S1A	92	\$ 1,333.05	\$ 1,379.71	\$ 1,428.00	\$ 1,477.98	\$ 1,498.94
Assistant Technician 1B	S1B	96	\$ 1,390.98	\$ 1,439.66	\$ 1,490.05	\$ 1,542.20	\$ 1,564.08
Aerospace Technician 1A (P2 Coordinator)	S4A	105	\$ 1,521.40	\$ 1,574.65	\$ 1,629.76	\$ 1,686.80	\$ 1,710.73
Aerospace Technician 2A	S5A	110	\$ 1,593.78	\$ 1,649.56	\$ 1,707.30	\$ 1,767.05	\$ 1,792.11
Aerospace Technician 2B	S5B	115	\$ 1,666.28	\$ 1,724.60	\$ 1,784.96	\$ 1,847.43	\$ 1,873.63
Aerospace Technician 3A	S6A	120	\$ 1,738.76	\$ 1,799.62	\$ 1,862.60	\$ 1,927.79	\$ 1,955.13
Aerospace Technician 3B	S6B	125	\$ 1,811.14	\$ 1,874.53	\$ 1,940.14	\$ 2,008.04	\$ 2,036.52
Aerospace Technician 3C	S6C	130	\$ 1,883.63	\$ 1,949.56	\$ 2,017.79	\$ 2,088.41	\$ 2,118.03
Aerospace Technician 4A	S7A	135	\$ 1,956.11	\$ 2,024.57	\$ 2,095.43	\$ 2,168.77	\$ 2,199.53
Aerospace Technician 4B	S7B	145	\$ 2,100.98	\$ 2,174.51	\$ 2,250.62	\$ 2,329.39	\$ 2,362.43
Aerospace Technician 5A	S8A	150	\$ 2,173.36	\$ 2,249.43	\$ 2,328.16	\$ 2,409.64	\$ 2,443.82
Aerospace Technician 5B	S8B	160	\$ 2,318.33	\$ 2,399.47	\$ 2,483.45	\$ 2,570.37	\$ 2,606.83
Aerospace Technician 5C	S8C	165	\$ 2,390.73	\$ 2,474.41	\$ 2,561.01	\$ 2,650.65	\$ 2,688.24

Boeing Aerostructures Australia Pty Ltd (Port Melbourne) Enterprise Agreement 2018

Engineering / Scientist Classification	Job Code	Relativity to Base %	2017 Weekly Base	Effective 27 April 2018	Effective 2 February 2019	Effective 2 February 2020	Effective 2 February 2021 until 30 June 2021
				3.5%	3.5%	3.5%	3.5% (pro-rata)
Engineer/Scientist 1A	E1A	125	\$ 1,811.14	\$ 1,874.53	\$ 1,940.14	\$ 2,008.04	\$ 2,036.52
Engineer/Scientist 1B	E1B	130	\$ 1,883.63	\$ 1,949.56	\$ 2,017.79	\$ 2,088.41	\$ 2,118.03
Engineer/Scientist 2A	E2A	140	\$ 2,028.49	\$ 2,099.49	\$ 2,172.97	\$ 2,249.02	\$ 2,280.92
Engineer/Scientist 2B	E2B	149	\$ 2,158.90	\$ 2,234.46	\$ 2,312.67	\$ 2,393.61	\$ 2,427.56
Engineer/Scientist 2C	E2C	153	\$ 2,216.84	\$ 2,294.43	\$ 2,374.73	\$ 2,457.85	\$ 2,492.71
Engineer/Scientist 3A	E3A	168	\$ 2,434.20	\$ 2,519.40	\$ 2,607.58	\$ 2,698.84	\$ 2,737.12
Engineer/Scientist 3B	E3B	182	\$ 2,637.10	\$ 2,729.40	\$ 2,824.93	\$ 2,923.80	\$ 2,965.27
Engineer/Scientist 3C	E3C	195	\$ 2,825.43	\$ 2,924.32	\$ 3,026.67	\$ 3,132.60	\$ 3,177.03
Engineer/Scientist 3D	E3D	199	\$ 2,883.37	\$ 2,984.29	\$ 3,088.74	\$ 3,196.84	\$ 3,242.18
Engineer/Scientist 4A	E4A	208	\$ 3,013.78	\$ 3,119.26	\$ 3,228.44	\$ 3,341.43	\$ 3,388.82
Engineer/Scientist 4B	E4B	214	\$ 3,100.73	\$ 3,209.26	\$ 3,321.58	\$ 3,437.83	\$ 3,486.59
Engineer/Scientist 4C	E4C	220	\$ 3,187.66	\$ 3,299.23	\$ 3,414.70	\$ 3,534.22	\$ 3,584.34

Manufacturing Quality Engineer (MQE) Classification	Job Code	Relativity to Base %	2017 Weekly Base	Effective 27 April 2018	Effective 2 February 2019	Effective 2 February 2020	Effective 2 February 2021 until 30 June 2021
				3.5%	3.5%	3.5%	3.5% (pro-rata)
MQE 13	MQE13	120	\$ 1,738.76	\$ 1,799.62	\$ 1,862.60	\$ 1,927.79	\$ 1,955.13
MQE 12	MQE12	125	\$ 1,811.14	\$ 1,874.53	\$ 1,940.14	\$ 2,008.04	\$ 2,036.52
MQE 11	MQE11	130	\$ 1,883.63	\$ 1,949.56	\$ 2,017.79	\$ 2,088.41	\$ 2,118.03
MQE 10	MQE10	135	\$ 1,956.11	\$ 2,024.57	\$ 2,095.43	\$ 2,168.77	\$ 2,199.53
MQE 9	MQE9	140	\$ 2,028.55	\$ 2,099.55	\$ 2,173.03	\$ 2,249.09	\$ 2,280.99
MQE 8	MQE8	145	\$ 2,100.98	\$ 2,174.51	\$ 2,250.62	\$ 2,329.39	\$ 2,362.43
MQE 7	MQE7	150	\$ 2,173.36	\$ 2,249.43	\$ 2,328.16	\$ 2,409.64	\$ 2,443.82
MQE 6	MQE6	155	\$ 2,245.88	\$ 2,324.49	\$ 2,405.84	\$ 2,490.05	\$ 2,525.36
MQE 5	MQE5	160	\$ 2,318.33	\$ 2,399.47	\$ 2,483.45	\$ 2,570.37	\$ 2,606.83
MQE 4	MQE4	165	\$ 2,390.73	\$ 2,474.41	\$ 2,561.01	\$ 2,650.65	\$ 2,688.24
MQE 3	MQE3	170	\$ 2,463.22	\$ 2,549.43	\$ 2,638.66	\$ 2,731.02	\$ 2,769.75
MQE 2	MQE2	175	\$ 2,535.68	\$ 2,624.43	\$ 2,716.28	\$ 2,811.35	\$ 2,851.22
MQE 1	MQE1	180	\$ 2,608.12	\$ 2,699.40	\$ 2,793.88	\$ 2,891.67	\$ 2,932.68

Clerical Classification	Job Code	Relativity to Base %	2017 Weekly Base	Effective 27 April 2018	Effective 2 February 2019	Effective 2 February 2020	Effective 2 February 2021 until 30 June 2021
				3.5%	3.5%	3.5%	3.5% (pro-rata)
Clerical Officer 1A	C1A	85	\$ 1,231.56	\$ 1,274.66	\$ 1,319.28	\$ 1,365.45	\$ 1,384.82
Clerical Officer 1B	C1B	96	\$ 1,390.98	\$ 1,439.66	\$ 1,490.05	\$ 1,542.20	\$ 1,564.08

Boeing Aerostructures Australia Pty Ltd (Port Melbourne) Enterprise Agreement 2018

Clerical Officer 1C	C1C	105	\$ 1,521.40	\$ 1,574.65	\$ 1,629.76	\$ 1,686.80	\$ 1,710.73
Clerical Officer 2A	C2A	108	\$ 1,564.86	\$ 1,619.63	\$ 1,676.32	\$ 1,734.99	\$ 1,759.59
Clerical Officer 2B	C2B	121	\$ 1,753.22	\$ 1,814.58	\$ 1,878.09	\$ 1,943.83	\$ 1,971.39
Clerical Officer 2C	C2C	129	\$ 1,869.17	\$ 1,934.59	\$ 2,002.30	\$ 2,072.38	\$ 2,101.77
Clerical Officer 3A	C3A	133	\$ 1,927.09	\$ 1,994.54	\$ 2,064.35	\$ 2,136.60	\$ 2,166.90
Clerical Officer 3B	C3B	146	\$ 2,115.44	\$ 2,189.48	\$ 2,266.11	\$ 2,345.43	\$ 2,378.69
Clerical Officer 3C	C3C	159	\$ 2,303.77	\$ 2,384.40	\$ 2,467.86	\$ 2,554.23	\$ 2,590.46

The rates and the classifications shown take into account that the Company supplies all necessary tools to employees.

There shall be no further wage increases for the life of this Agreement.

Hourly rates are calculated by dividing weekly rates by 38 hours

Rates of pay are expressed as a percentage of a base (100%) rate of pay.

The Base Tradesperson rate of pay is used as the reference point for Trades, Non-Trades and Supervisory levels.

The Base Technician* rate of pay is used as the reference point for Technical, Engineer/Scientist and Clerical/Administrative levels.

NB: The Base Technician is not a classification within this Agreement but purely a reference point for the purpose of calculating pay relativities, introduced at the time of the conversion

5.1.2 Classification standards

The definitions of the classifications for each of the wage levels referred to in 5.1.1.3 are set out in Part 9 - INTEGRATED CLASSIFICATION STRUCTURE.

Employees shall advance classification taking into consideration knowledge, experience, competence, attributes, qualifications and business requirements in accordance with Reclassification Policy (IS201-3).

The Reclassification Policy (IS201-3) will be maintained and modified in accordance with clause 1.8 (Introduction of Change) and 1.9 (Consultation) of this Agreement.

In addition to the requirements provided above, Part 16 shall be used as part of any reclassification request for Engineer/Scientist classified employees.

5.1.2(a) Engineer/Scientist Classification Level and Wage Structure Review

The company and the union agree to review the wage relativity and levels of the engineer/Scientist classification as defined in Clause 5.1.1.3 "Schedule of rates of pay".

A joint working party is to be established within six months of the commencement of this agreement to conduct this review. This review is to be completed within the life of this agreement. The recommendations of the working party will be submitted for endorsement by majority of affected employees.

5.1.3 Mixed functions

An employee engaged for more than two hours during one day or shift on duties carrying a higher rate than his or her ordinary classification shall be paid the higher rate for such day or shift. If for two hours or less during one day or shift he or she shall be paid the higher rate for the time so worked.

Provided that for any leave or public holiday occurring during the period in which mixed functions is paid, employees shall continue to be paid on mixed functions.

Employees promoted to a position for which they had previously been paid mixed functions shall be paid no less than they would have received whilst on mixed functions.

For the purpose of this clause, on the job training is not considered mixed functions and employees will not receive a higher rate of pay.

5.2 SUPPORTED WAGE SYSTEM

5.2.1 This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:

- 5.2.1.1. Supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in the Supported Wage System Handbook.
- 5.2.1.2. Approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
- 5.2.1.3. Disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
- 5.2.1.4. Assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

5.3 ELIGIBILITY CRITERIA

5.3.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

5.3.2 This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any

provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

5.3.3 Supported wage rates

5.3.3.1. Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

Assessed Capacity (Clause 5.3.4)	Prescribed rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

5.3.3.2. Provided that the minimum amount payable shall be not less than \$71 per week.

5.3.3.3. Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

5.3.4 Assessment of capacity

For the purpose of establishing the percentage of the applicable rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

5.3.4.1. The employer and a union covered under this Agreement, in consultation with the employee or, if desired by any of these;

5.3.4.2. The employer and an accredited assessor from a panel agreed by the parties to the Agreement and the employee.

5.3.4.3. All assessments made under this schedule must be documented in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage

rate, and retained by the employer as a time and wages record in accordance with the FW Act.

5.3.5 Lodgement of assessment instrument

- 5.3.5.1. All assessment instruments under the conditions of this clause, including the appropriate percentage of the applicable wage to be paid to the employee, shall be lodged by the employer with Fair Work Commission.
- 5.3.5.2. All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is covered under this Agreement, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

5.3.6 Review of assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the supported wage system.

5.3.7 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.

5.3.8 Workplace adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

5.3.9 Trial period

- 5.3.9.1. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 5.3.9.2. During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 5.3.9.3. The minimum amount payable to the employee during the trial period shall be no less than \$71 per week.
- 5.3.9.4. Work trials should include induction or training as appropriate to the job being trialled.

5.3.9.5. Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under 5.3.4 hereof.

5.4 APPRENTICE RATES OF PAY

5.4.1 Except as provided for in 5.5 (concerning adult apprentices) the minimum weekly wage for apprentices shall be paid in accordance with the column titled "Apprentice"

5.4.2 The Company must ensure the wages and conditions of an apprentice engaged to do work covered by this agreement are no less favourable than the wages and conditions provided for in this agreement for equivalent or similar work. This includes apprentices employed through 3rd party arrangements.

4 Year Term Apprentice	Relativity to Base %	2017 Weekly Base	Effective 27 April 2018	Effective 2 February 2019	Effective 2 February 2020	Effective 2 February 2021 until 30 June 2021
			3.5%	3.5%	3.5%	3.5% (pro-rata)
First	43	\$ 602.51	\$ 623.60	\$ 645.42	\$ 668.01	\$ 677.49
Second	56	\$ 784.67	\$ 812.13	\$ 840.56	\$ 869.98	\$ 882.32
Third	76	\$ 1,064.90	\$ 1,102.17	\$ 1,140.75	\$ 1,180.67	\$ 1,197.42
Fourth	89	\$ 1,247.06	\$ 1,290.71	\$ 1,335.88	\$ 1,382.64	\$ 1,402.25

5.4.3 An employee who is under 21 years of age on the expiration of his or her apprenticeship and thereafter works as a minor in the occupation to which he or she has been apprenticed shall be paid at not less than the adult rate prescribed for the classification.

5.5 ADULT APPRENTICE RATES OF PAY

5.5.1 Where a person was employed by the Company under this Agreement immediately prior to becoming an adult apprentice with that Company, such person shall not suffer a reduction in the rate of pay by virtue of becoming indentured.

5.5.2 For the purpose only of fixing a rate of pay the adult apprentice shall continue to receive the rate of pay that is from time to time applicable to the classification or class of work specified in clause 5.1.1 and in which the adult apprentice was engaged immediately prior to entering into the contract of indenture.

5.5.3 Subject to 5.5.1 and 5.5.2 the minimum rate payable to an adult apprentice shall for the period of the apprenticeship be the rate specified in Wage Group 1 - Aerospace

Worker I of clause 5.1.1.3 of this Agreement or the rate provided for in clause 5.4.2 of this Agreement for the relevant year of apprenticeship whichever is the greater.

5.6 TRAINEE RATES OF PAY

5.6.1 This clause sets out the basis for the voluntary employment by the Company of Trainees under the Australian Traineeship System (ATS). The Australian Traineeship System comprises structured on-the-job training with the Company and off-the-job training by a training provider approved by an appropriate State Industry Training Authority.

The object of this clause is to provide the form and substance of the conditions of employment, including the rate of pay, applicable to persons engaged under the Australian Traineeship System. The purpose is to enhance the skill levels and future employment prospects for young people.

An objective of the Australian Traineeship System is to provide additional employment and training opportunities for young people.

- 5.6.1.1. A Trainee shall attend an on and off-the-job training course or program approved by the industrial parties involved and as prescribed in the relevant Training Agreement as notified to the Trainee by the appropriate State Training Authority.
- 5.6.1.2. The Company shall ensure that the Trainee attends the prescribed off-the-job training approved by the appropriate State Training Authority.
- 5.6.1.3. All such training shall be in accordance with the requirements of the appropriate State Training Authority.
- 5.6.1.4. The Trainee shall be engaged for a period of twelve months as a full-time employee provided that the Trainee shall be subject to a satisfactory probationary period of one month which may be reduced at the discretion of the Company.
- 5.6.1.5. The Trainee is permitted to be absent from work without loss of continuity of employment to attend off-the-job training in accordance with the Training Agreement.
- 5.6.1.6. Where the employment of a Trainee by the Company is continued after the completion of the traineeship period that period shall count as service for the purposes of this Agreement.
- 5.6.1.7. Overtime and shift work shall not be worked by trainees except in circumstances where the section in which the trainee is receiving on-the-job training is required to work overtime, or the work of the section is normally carried out by shift as prescribed by this Agreement. No Trainee shall be required to work overtime or shift work on his/her own. The Trainee wage shall be used for the calculation of overtime and/or shift penalty rates prescribed by this Agreement.

- 5.6.1.8. Trainees who either fail to complete the Traineeship course or who cannot for any reason be placed in full-time employment with the Company on successful completion of the Traineeship course shall not be entitled to any severance payment in accordance with clause 4.4 of this Agreement.
- 5.6.1.9. All other terms and conditions of this Agreement shall apply unless specifically varied by this clause.
- 5.6.1.10. Parties to this Agreement agree that the findings of any jointly conducted comprehensive review of the effectiveness of the Australian Traineeship System and its applicability to the development of career paths in industry to be carried out in the metals and engineering industry shall be applied as appropriate to trainees employed by the Company.

5.7 ALLOWANCES AND SPECIAL RATES

5.7.1 All-purpose allowances

The following allowances shall apply for all purposes of this Agreement:

5.7.1.1. Team Lead

The appointed employee (as per clause 1.12) will be eligible for a Team Lead Allowance of 5% from the employees base rate of pay for the classification under the enterprise agreement, except for roles earning less than the base tradesperson weekly wage, the equivalent of the Team Lead allowance will be calculated on the base tradesperson (100%) weekly wage, and

Team Lead allowance will increase to 10% upon successful completion of a Certificate III in front line Leadership at a minimum.

As experience and workload increases with skills, further reclassification may be reviewed and achieved

When a transfer to a new work area occurs, the employee reverts immediately to their substantive wage level if the move was self-initiated and after 3 months if the move was Company initiated.

5.7.1.2. Tooling allowance

The Company shall provide for all tools necessary for the performance of work.

5.7.2 Other allowances

5.7.2.1. Motor allowance

Where an employee reaches agreement with their employer to use their own motor vehicle on the employer's business, such employee shall be paid an allowance for each kilometre travelled. This allowance shall be equivalent to that provided for in the:

- (i) Professional Employees Award 2010 for engineers/scientists;
- (ii) Clerks – Private Sector Award 2010 for clerical employees; or

(iii) Manufacturing and Associated Industries and Occupations Award 2010 for the remainder of employees covered under this Agreement.

5.7.2.2. First aid allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St. John's Ambulance or similar body shall be paid a weekly allowance of \$11.72 if appointed by their employer to perform first aid duty. Employers shall endeavour to have at least one employee trained to render first aid in attendance when work is performed.

5.7.2.3. Meal allowance

An employee is entitled to a meal allowance equivalent to the amount of meal money provided for in the Manufacturing and Associated Industries and Occupations Award 2010 (or for clerical employees, the amount of meal money provided for in the Clerks – Private Sector Award 2010) on each occasion that the employee is entitled to a rest break in accordance with sub-clause 6.4.9.

5.7.2.4. Protective clothing and equipment allowance

Where an employee is required to wear protective clothing or equipment as stipulated by the relevant law operating in the state, covered by this Agreement, the Company must reimburse the employee for the cost of purchasing such special clothing. The provision of this clause does not apply where the clothing is paid for by the Company.

5.7.3 Special rates

Subject to 5.7.3.1 and 5.7.3.2 special rates shall be paid to employees including apprentices and juniors.

5.7.3.1. Special rates not cumulative

Where more than one of the disabilities set out in sub clause 5.7.3 entitling an employee to special rates occurs, the employer shall be bound to pay only one rate, namely the highest rate for the applicable disabilities.

This does not apply in relation to cold places, hot places, wet places, confined spaces or dirty work, the rates for which are cumulative

5.7.3.2. Special rates are not subject to penalty additions

The special rates in sub clause 5.7.3 shall not be subject to any premium or penalty additions.

5.7.3.3. Cold places

An employee who works for more than one hour in places where the temperature is reduced by artificial means below 0 degrees Celsius is entitled to 44 cents per hour extra. Where the work continues for more than two hours an employee is entitled to a rest period of 20 minutes every two hours without loss of pay.

5.7.3.4. Hot places

An employee who works for more than one hour in the shade in places where the temperature is raised by artificial means to:

- between 43 and 52 Celsius - 54 cents per hour extra;
- in excess of 52 Celsius - 56 cents per hour extra.

Where work continues for more than two hours in temperatures exceeding 52 Celsius, employees shall be entitled to 20 minutes rest after every two hours work without deduction of pay. The temperature shall be determined by the supervisor after consultation with the employees who claim the extra rate.

5.7.3.5. Wet places

An employee working in any place where their clothing or boots become saturated by water, oil or another substance shall be paid 44 cents per hour extra. Any employee who becomes entitled to this extra rate shall be paid such rate only for the part of the day or shift that they are required to work in wet clothing or boots.

This extra rate is not payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear.

5.7.3.6. Confined spaces

An employee working in a confined space which means a small compartment or place to which access is through a manhole or similar opening, or where work is done in a place the dimensions of which necessitate an employee working in a stooping or otherwise cramped or uncomfortable position, shall be entitled to 56 cents per hour extra while so engaged.

5.7.3.7. Epoxy-based materials

Employees using epoxy-based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be paid 55 cents per hour extra. Employees working in close proximity to employees so engaged so as to be affected by the materials specified shall be paid 49 cents per hour extra.

5.7.3.8. Refrigeration work

Employees required to enter and work in refrigerated units in the course of their duties shall be paid \$1.07 per hour or part thereof, with a minimum of \$2.16 per day, in lieu of the allowance listed in sub clause 5.7.3.3. Provided this rate is not payable in areas known as "dew rooms" which are held at 10 degrees C.

5.7.3.9. Methyl Ethyl Ketone

Employees using methyl ethyl ketone shall be paid 45 cents per hour extra. Employees working in close proximity to employees so engaged so as to be affected by the material specified shall be paid 42 cents per hour extra.

5.7.3.10. Welding

Employees welding aluminium or aluminium alloys by the MIG process and who are required to wear specific protective clothing as stipulated by the Company shall be paid 86 cents per hour extra.

Employees welding aluminium or aluminium alloys by the TIG process and who are required to wear specific protective clothing as stipulated by the Company shall be paid 57 cents per hour extra.

5.7.3.11. Encumbrance

Employees who, by the nature of the work being performed are required to wear a range of protective equipment comprising overalls, respirator (either air-fed or filter type), gloves and at least one other item of protective equipment and the apparel worn in the particular trade, shall be paid 54 cents per hour extra.

5.8 EXTRA RATES NOT CUMULATIVE

Extra rates in this Agreement, except rates prescribed in 5.7.3 (Special Rates) and rates for work on public holidays, are not cumulative so as to exceed the maximum of double the ordinary rates.

5.9 INCREASES TO ALLOWANCES

Variations to allowances will be based on decisions of Fair Work Commission. That is, an order of Fair Work Commission to vary those allowances contained in the:

- (a) Professional Employees Award 2010 for engineers/scientists;
- (b) Clerks – Private Sector Award 2010 for clerical employees; or
- (c) Manufacturing and Associated Industries and Occupations Award 2010 for the remainder of employees covered under this Agreement.

Any variation by Fair Work Commission will become payable from the date of the variation order.

5.10 PAYMENT OF WAGES

Summary

This clause provides for the pay period and method of payment of wages.

5.10.1 Period of payment

Wages shall be paid weekly, and payment shall be made on the basis of hours worked, together with all allowances and extraneous payments for the week ending on the Sunday before pay day subject to deduction for leave without pay and unauthorised absence.

5.10.2 Method of payment

Wages shall be paid by electronic funds transfer into the employee's bank (or other recognised financial institution) account.

5.10.3 Payment of wages on termination of employment

On termination of employment, wages due to an employee shall be paid on the day of termination or forwarded to the employee by post or by electronic funds transfer to the employee's nominated account on the next working day.

5.10.4 Payroll corrections

It is agreed between the parties that the following procedures will apply to payroll delays, omissions and corrections

Payslips will be delivered to each manufacturing lead or supervisor

- before the end of shift on the day prior to payday for all day shift employees
- before the start of afternoon and night shift on the day prior to payday

Payroll delays, errors and omissions do not include adjustments caused by

- employees not submitting or submitting incorrect time and attendance and leave records to their supervisor / manufacturing lead e.g. workcare claims, applications for annual, long service, special or personal/carer's leave, attendance records, including clock cards, time sheets and electronic records
- changes to rates of pay or conditions unless there is an agreed implementation and payment date, between HR and the employee

Payroll delays, errors and omissions do include adjustments caused by

- supervisor failure to forward required notifications
- supervisor failure to authorise or forward notification of special payments including crib times, meal breaks overtime or allowances
- failure of timekeeping devices
- changed rates of pay or conditions where there is an agreed implementation and payment date
- errors in calculations and rates of pay

The "time of notification" will be the time when both payroll and employee are aware of the potential error delay or omission (letter, email, red book). The Payroll Office will maintain a register of all notified problems. This register will include:-

- employee name
- description of problem, date and time
- signature of Payroll Officer and of employee or manufacturing lead making notification
- potential amount, i.e. <\$25, <25%, >25%
- agreed resolution of problem

- signature of employee for acceptance of problem resolution
- date and time of corrective action

Minor errors and omissions (being those which result in a net payment adjustment of less than \$25 will be held over till the next pay period)

Where the payroll error or omission is greater than \$25 net but less than 25% of the corrected gross pay, a cash payment will be made within 2 working days of notification time

Where the payroll error or omission is greater than 25% of the correct gross pay and notification is received before 1.00 p.m., a cash payment will be made

- before the end of the next shift for day shift employees
- before the start of the next shift for afternoon and night shift employees

Where corrections of delays, errors and omissions are not made in accordance with the above, the employees will be paid waiting time at time and a half from the time the correction payment was due until payment is made. Any waiting time payments will be made in the following pay period.

If an employee is kept waiting for their wages on pay day, after the usual time for ceasing work, they shall be paid at overtime rates for the period they are kept waiting.

It is further agreed that effective resolution of payroll problems requires;

- proper identification of the problem
- supporting evidence - bank statements
- agreed resolution, which may involve parties other than the employee and the pay office, e.g. manufacturing leads, supervisors, Human Resources and Union Delegates
- an agreed payment date

and all parties should work together to improve their role in the above process

5.10.5 Details of payment to be given

On or prior to pay day, the Company must provide in writing to each employee, the amount of wages to which they are entitled, the amount of deductions being made, and the net amount being paid.

5.10.6 Permitted deductions

Any deductions made from an employee's wages must be authorised:

- in writing by the employee and principally for the employee's benefit;
- by the employee in accordance with this Agreement;
- by or under a modern award or Fair Work Commission order; or
- by or under a law of the Commonwealth, a State or a Territory, or an order of a court

PART 6 HOURS OF WORK, SHIFT WORK, MEAL BREAKS AND OVERTIME

6.1 ORDINARY HOURS OF WORK

Summary

This clause describes the ordinary hours of work and how they are to be arranged for day workers, continuous shift workers and non-continuous shift workers.

The ordinary hours of work for all three categories is 38 per week to be averaged over the period of the work cycle that applies in the Company. Special provisions apply to salaried day workers.

6.1.1 Ordinary Hours of Work - Day Workers

- 6.1.1.1. The ordinary hours of work for day workers are to be an average of 38 hours per week but not exceeding 152 in 28 days.
- 6.1.1.2. The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday.
- 6.1.1.3. The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the Company between 6.30 am and 6 00 p.m. The spread of hours (i.e. 6.30am to 6.00 p.m.) may be altered by agreement between the Company and the majority of employees.
- 6.1.1.4. Any work performed outside the spread of hours is to be paid for at overtime rates except as provided in 6.1.1.3 above. However, any work performed by an employee prior to the spread of hours which is continuous with ordinary hours for the purpose, for example, of getting the plant in a state of readiness for production work is to be regarded as part of the 38 ordinary hours of work.

6.1.2 Ordinary Hours of Work - Continuous Shift Workers

- 6.1.2.1. Continuous shift work means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company.
- 6.1.2.2. Subject to 6.1.2.3 the ordinary hours of continuous shift workers are, at the discretion of the Company, to average 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days.
- 6.1.2.3. By agreement between the Company and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.
- 6.1.2.4. Except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.

6.1.3 Ordinary Hours of Work - Non Continuous Shift Workers

- 6.1.3.1. Subject to 6.1.3.2, the ordinary hours of work for shift workers not on continuous shift work are to be an average of 38 per week and must not exceed 152 hours in 28 consecutive days.
- 6.1.3.2. By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days.
- 6.1.3.3. The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the Company.
- 6.1.3.4. Except at change-over of shifts an employee will not be required to work more than one shift in each 24 hours.

6.1.4 Methods of arranging ordinary working hours

6.1.4.1. Subject to the employer's right to fix the daily hours of work for day workers from time to time within the spread of hours referred to in 6.1.1.3 and the employer's right to fix the commencing and finishing time of shifts from time to time, the arrangement of ordinary working hours is to be by agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned or in the absence of agreement by seven days notice of alteration given by the Company.

6.1.4.2. Matters upon which agreement may be reached include:

- how the hours are to be averaged within a work cycle established in accordance with 6.1.2 and 6.1.3;
- the duration of the work cycle for day workers provided that such duration shall not exceed 3 months;
- Rosters which specify the starting and finishing times of working hours;
- A period of notice of a rostered day off which is less than four weeks;
- Substitution of rostered days off;
- Accumulation of rostered days off;
- Arrangements which allow for flexibility in relation to the taking of rostered days off;
- Any arrangements of ordinary hours which exceed 8 hours in any day.

6.1.4.3. By agreement between an employer and the majority of employees in the enterprise or part of the enterprise concerned, 12 hours days or shifts may be introduced subject to:

- The Company and employees concerned being guided by the Occupational Health and Safety provisions of the ACTU Code of Conduct on 12 hour shifts;
- Proper health monitoring procedures being introduced;
- Suitable roster arrangements being made;
- Proper supervision being provided.

6.1.5 Daylight saving

Where by reason of legislation of a State, summer time is prescribed as being in advance of the standard time in that State the length of any shift:

- Commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
- Commencing on or before the time prescribed by such legislation for the termination of a summer time period

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift. The time of the clock in each case is to be set to the time fixed by the relevant State legislation.

In this sub clause the expressions standard time and summer time shall bear the same meaning as are prescribed by the relevant State legislation.

6.1.6 Hours of work - day workers - salaried staff

- 6.1.6.1. The hours of work of employees employed in the following classifications shall be 38 hours per week, to be worked between 6.00 a.m. and 6.00 p.m. Monday to Friday inclusive:

Assistant Technician 1, Assistant Technician 2

Aerospace Technician 1, Aerospace Technician 2, Aerospace Technician 3, Aerospace Technician 4, Aerospace Technician 5

Clerical Officer 1, Clerical Officer 2, Clerical Officer 3

Engineer/Scientist 1, Engineer/Scientist 2, Engineer/Scientist 3, Engineer/Scientist 4

Provided that any employee in the above classifications whose function is mainly involved in quality assurance/control shall be subject to the provisions of 6.1.1 and 6.1.4.

- 6.1.6.2. The arrangement of ordinary working hours for employees subject to 6.1.6 shall be in accordance with the provisions of PART 10 FLEXIBLE WORKING HOURS of this Agreement.

6.2 SPECIAL PROVISIONS FOR SHIFT WORKERS

Summary

This clause defines afternoon and night shift and prescribes the allowances for such shifts as well as the loadings payable for Saturday, Sunday and Public Holidays Shifts.

6.2.1 Definitions

For the purposes of this Agreement:

Rostered shift means any shift of which the employee concerned has had at least 48 hours notice.

Afternoon shift means any shift finishing after 6.00 p.m. and at or before midnight.

Night shift means any shift finishing subsequent to midnight and at or before 8.00 a.m.

By agreement between the employer and the majority of employees concerned the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

6.2.2 Afternoon and Night Shift Allowances

6.2.2.1. An employee whilst on afternoon or night shift shall be paid for such shift 15 per cent more than his or her ordinary rate.

6.2.2.2. An employee who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights or for at least the number of ordinary hours allowed by the alternative arrangements in sub clauses 6.1.2 or 6.1.3, shall be paid for each such shift 50 per cent for the first three hours thereof and 100 per cent for the remaining hours thereof in addition to his or her ordinary rate.

6.2.2.3. An employee who:

During a period of engagement on shift, works night shift only; or

Remains on night shift for a longer period than four consecutive weeks;

or

Works on a night shift which does not rotate or alternate with another shift or with day work so as to give him or her at least one third of his or her working time off night shift in each shift cycle shall,

Shall during such engagement, period or cycle, be paid 30 per cent more than his or her ordinary rate for all time worked during ordinary working hours on such night shift.

6.2.3 Rate for Working on Saturday Shifts

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. This extra rate is in substitution for and not cumulative upon the shift premiums prescribed in 6.2.2.

6.2.4 Rate for working on Sunday and public holiday shifts

- 6.2.4.1. The rate at which continuous shift workers are to be paid for work on a rostered shift the major portion of which is performed on a Sunday or public holiday, is double time.
- 6.2.4.2. The rate at which shift workers on other than continuous work are to be paid for all time worked on a Sunday or public holiday is as follows:

Sundays - at the rate of double time

Public Holidays - at the rate of double time and a half.

- 6.2.4.3. Where shifts commence between 11.00 p.m. and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the employee to the Sunday or public holiday rate for the shift. However, the time worked by an employee on a shift commencing between 11.00 p.m. and midnight on the day preceding a Sunday or public holiday and extending into the Sunday or public holiday shall be regarded as time worked on the Sunday or public holiday.
- 6.2.4.4. Where shifts fall partly on a holiday, the shift which has the major portion falling on the public holiday shall be regarded as the holiday shift.

By agreement between the Company and the majority of employees concerned, the shift which has the minor portion falling on the public holiday may be regarded as the holiday shift in lieu of the above.

- 6.2.4.5. The extra rates in this sub clause are in substitution for and not cumulative upon the shift premiums prescribed in 6.2.2.

6.3 MEAL BREAKS

Summary

This clause deals with the taking of meal breaks during ordinary working hours and covers when the meal break is to be taken, alterations to the time the break may be taken and payment for working during the meal break.

- 6.3.1 An employee shall not be required to work for more than five hours without a break for a meal except, by agreement between an employer and the majority of employees in an enterprise or part of an enterprise concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break.
- 6.3.2 Except as provided in this sub clause, and except where any alternative arrangement is entered into by agreement between the employer and employees concerned, time

and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is taken.

6.4 OVERTIME

Summary

Overtime is payable for work done outside the ordinary hours of work. Generally speaking, the overtime rate is time and a half for the first three hours and double time thereafter. Continuous shift workers are entitled to double time for all overtime.

Employees classified as Engineer/Scientist level 3d and level 4 under this Agreement are required to have Director approval for overtime payments.

Employees are required to work a reasonable amount of overtime. Minimum payments are prescribed for overtime work on Saturday, Sunday and Public Holidays.

Employees are required to have a rest period of 10 ordinary hours between work on successive days.

Provision is made for employees being called back after leaving the premises and for standing by for call-back.

Meal breaks and meal allowances are also dealt with in this clause.

6.4.1 Payment for Working Overtime

- 6.4.1.1. Except as provided for in 6.4.1.4, 6.4.8 and 6.4.9, for all work done outside ordinary hours on any day or shift (as defined in 6.1.1, 6.1.2, and 6.1.3) the overtime rates of pay are time and a half for the first three hours and double time thereafter until the completion of the overtime work. For continuous shift workers the rate for working overtime is double time.
- 6.4.1.2. For the purposes of this clause ordinary hours means the hours worked in an enterprise, fixed in accordance with clause 6.1 of this Agreement.
- 6.4.1.3. The hourly rate, when computing overtime, is to be determined by dividing the appropriate weekly rate by 38.
- 6.4.1.4. Overtime is not payable to shift workers for work done outside ordinary hours where the time worked is:

By arrangement between the shift workers themselves; or

For the purpose of effecting the customary rotation of shifts;

Provided that when not less than 7 hours 36 minutes notice has been given to the employer by a relief shift worker that he or she will be absent from work and the shift worker whom that person should relieve is not relieved and is required to continue work on his or her rostered day off the unrelieved employee shall be paid double time.

- 6.4.1.5. In computing overtime each day's work shall stand alone.

6.4.2 Requirement to Work Reasonable Overtime

- 6.4.2.1. Subject to clause 6.4.2.2 an employer may require an employee to work reasonable overtime at overtime rates.
- 6.4.2.2. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- any risk to employee health and safety;
 - the employee's personal circumstances including any family responsibilities;
 - the needs of the workplace or enterprise;

the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

any other relevant matter.

6.4.3 Rest Period After Overtime

- 6.4.3.1. When overtime work is necessary it must, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive working days.
- 6.4.3.2. Subject to 6.4.5.5 an employee (other than a casual employee) who works so much overtime between the termination of his or her ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to this sub clause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 6.4.3.3. If on the instructions of the employer an employee resumes or continues work without having had 10 consecutive hours off duty the employee must be paid at double rates until he or she is released from duty. The employee is then entitled to be absent until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- 6.4.3.4. The provisions of this sub clause will apply in the case of shift workers as if eight hours were substituted for 10 hours when overtime is worked:

for the purpose of changing shift rosters; or

where a shift worker does not report for duty and a day worker or a shift worker is required to replace the shift worker; or

where a shift is worked by arrangement between the employees themselves.

6.4.4 Call Back

An employee recalled to work overtime after leaving the employer's enterprise (whether notified before or after leaving the enterprise) is to be paid for a minimum of four hours work at the rate of time and one half for the first three hours and double time thereafter. There are a number of conditions which apply to this provision:

- 6.4.4.1. Where an employee is required to regularly hold himself or herself in readiness for a call back he or she will be paid for a minimum of three hours work at the appropriate overtime rate. This is subject to 6.4.6 which deals with the conditions for standing by.
- 6.4.4.2. If the employee is recalled on more than one occasion between the termination of their ordinary work on one day and the commencement of their ordinary work on the next ordinary working day he or she shall be entitled to the three or four hour minimum overtime payment provided for in this sub clause for each call back. However, in such circumstances, it is only the time which is actually worked during the previous call or calls which is to be taken into account when determining the overtime rate for subsequent calls.
- 6.4.4.3. Except in the case of unforeseen circumstances arising, an employee will not be required to work the full three or four hours as the case may be if the job he or she was recalled to perform is completed within a shorter period.
- 6.4.4.4. This sub clause does not apply in cases where it is customary for an employee to return to the enterprise to perform a specific job outside the employee's ordinary working hours or where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary working time.
- 6.4.4.5. Overtime worked in the circumstances specified in this sub clause is not to be regarded as overtime for the purpose of 6.4.4, Rest Periods After Overtime, when the actual time worked is less than three hours on the call back or on each call back.

6.4.5 Standing By

Subject to any custom prevailing at an enterprise, where an employee is required regularly to hold himself or herself in readiness to work after ordinary hours, the employee is to be paid standing by time at the employee's ordinary rate of pay for the time he or she is standing by.

6.4.6 Saturday Work

A day worker required to work overtime on a Saturday shall be afforded at least four hours work or paid for four hours at the rate of time and one half for the first three hours and double time thereafter, except where the overtime is continuous with overtime commenced on the previous day.

6.4.7 Sunday Work

Employees, other than on shift work or required to work overtime on Sundays shall be paid for a minimum of four hours work at double time. The double time is to be paid until the employee is relieved from duty.

6.4.8 Public Holiday Work

Employees, other than on shift work or required to work overtime on public holidays shall be paid for a minimum of four hours work at double time and a half. The double time and a half is to be paid until the employee is relieved from duty.

Refer to 6.2.4 to determine the pay entitlements of shift workers who work overtime on a public holiday

6.4.9 Crib Break

- 6.4.9.1. An employee working overtime must be allowed a rest period of 24 minutes without deduction of pay after each four hours of overtime worked if the employee is to continue work after the crib break.
- 6.4.9.2. Where a day worker is required to work overtime on a Saturday, Sunday or Public Holiday or on a rostered day off, the first crib break will be paid at the employee's ordinary rate of pay.
- 6.4.9.3. Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and a half hours, an employee, before starting the overtime is entitled to a meal break of 24 minutes to be paid at ordinary rates.

6.4.10 Allowance

An employee is entitled to a meal allowance equivalent to the amount of meal money provided for in the Manufacturing and Associated Industries and Occupations Award 2010 (or for clerical employees, the Clerks – Private Sector Award 2010) on each occasion that the employee is entitled to a rest break in accordance with 6.4.10.

6.4.11 Transport of Employees

When an employee, after having worked overtime on a shift for which he/she has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the Company shall provide the employee with a conveyance home, or pay him/her their current wage for the time reasonably occupied in reaching home.

PART 7 TYPES OF LEAVE AND PUBLIC HOLIDAYS

7.1 ANNUAL LEAVE

Summary

This clause describes an employee's entitlement to annual leave. Essentially, that entitlement is 4 weeks or in the case of seven day shift workers, 5 weeks.

A loading of 17 1/2% (a higher percentage applies in the case of certain shift workers) is payable in addition to the payment for the leave. Payment for the period of leave for both full-time and part-time employees is based on the principle that the employee will be paid what he or she would normally have received if he or she had not been on leave, with certain exceptions which include overtime.

7.1.1 Period of Leave

- 7.1.1.1. A full-time employee under this Agreement is entitled to 152 hours or 190 hours respectively, of annual leave after each 12 months service (less the period of annual leave) with an employer.
- 7.1.1.2. The annual leave for full-time and part-time employees accrues at a rate of 2.923 hours for each 38 ordinary hours worked. Annual leave accumulates from year to year.
- 7.1.1.3. Casual employees are not entitled to annual leave.

7.1.2 Additional Leave for Seven Day Shift Workers

In addition to leave provided for in 7.1.1, seven day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed seven consecutive days leave including non-working days.

Where an employee with 12 months continuous service is engaged for part of the 12 monthly period as a seven day shift worker, that employee is entitled to have the period of leave prescribed in sub clause 7.1.1 increased by half a day for each month he or she is continuously engaged as a seven day shift worker.

A Seven Day Shift Worker will be treated as a Shift Worker for the purposes of the National Employment Standards in the Fair Work Act 2009

7.1.3 Payment for Period of Annual Leave

Subject to sub clause 7.1.12 employees are to be paid the wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period.

The wages to be paid must be worked out on the basis of what the employee would have been paid under this Agreement for working ordinary hours during the period of leave. The employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

7.1.4 Loading on Annual Leave

During December each year an employee will receive a loading calculated on the rate of wage prescribed by sub clause 7.1.3.

The loading shall be as follows:

- 7.1.4.1. Day Workers - a loading of 17 1/2 per cent. Provided that the maximum payable shall be equivalent to the Australian Bureau of Statistics full-time average weekly ordinary time earnings for a male for the September quarter of the preceding year in which the leave accrues.
- 7.1.4.2. Shift Workers - employees who would have worked on shift work had they not been on leave - a loading of 17 1/2 per cent or the shift loading whichever is the greater but not both. In determining the appropriate leave loading amount for shift workers, an employee who has worked a period of night shift will receive night shift loading (30%) for the portion whilst they were on night shift. (E.g. worked 3 months night shift receive 9 months leave loading at 17 ½ % and 3 months at 30%)

7.1.5 How to Calculate the Leave Entitlements

- 7.1.5.1. Any unpaid absences from work are not to be taken into account and will not count as time worked in calculating the leave entitlement except for the following:

in a 12 month period the employee is entitled to have off up to 22 approved unpaid ordinary working days (or pro rata for less than 12 months) because of sickness or accident and this will be counted as time worked.

any time on workers compensation leave for which the Company is paying make-up pay will be counted as time worked.

any interruption or termination of the employment by the Company which has been made with the intention of avoiding obligations under this clause.

- 7.1.5.2. Absences from work which do not count as time worked in calculating the leave entitlement but do not break continuity of service for the purposes of this Agreement include:

any absence with reasonable cause, proof of which shall be upon the employee.

any leave without pay taken with the Agreement of the Company, other than community service leave.

Parental leave, without pay.

- 7.1.5.3. Where a business is transferred from one employer to another, as set out in 4.4.2 of this Agreement, the period of continuous service that the employee had with the old employer or any prior employer shall be deemed to be service with the new employer and taken into account when calculating

annual leave. However an employee shall not be entitled to leave or payment in lieu for any period in respect of which leave has been taken or paid for.

7.1.6 Public Holidays Falling in a Period of Leave

7.1.6.1. If any public holiday prescribed by 7.7 of this Agreement falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there must be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if the day had not been a holiday.

7.1.6.2. Where a holiday or holidays falls in a period of annual leave and the employee, fails, without reasonable cause, to attend for work at the employee's ordinary starting time on the working day immediately following the last day of the period of annual leave, the employee shall not be entitled to be paid for the holiday or holidays.

7.1.7 Annual Leave in One or More Separate Periods

7.1.7.1. Annual leave may be approved for periods which are one hour or greater. Prior approval must be obtained by the employee's Manufacturing Lead, Supervisor, Manager before leave is taken and documented as such via the Boeing Aerostructures Australia Leave Application Form.

7.1.7.2. The Company will not unreasonably refuse to agree to a request by an employee to take annual leave.

7.1.8 Leave to be Taken

The annual leave provided by this clause must be taken as leave except as provided by 7.1.12, payment will not be made or accepted in lieu of annual leave.

7.1.9 Time of Taking Leave

Subject to the Company's right to reasonably fix the time of taking annual leave, the actual time of taking leave shall be agreed between the Company and the employee provided that the leave is taken within a period no later than 27 months from the date on which it accrued.

The Company will not unreasonably refuse to agree to a request by an employee to take annual leave.

7.1.10 Leave Allowed Before Due Date

7.1.10.1. An employer may allow an employee to take annual leave either wholly or partly in advance before the leave becomes due. In such case, a further period of annual leave will not commence to accrue until after the expiration of the 12 months in respect of which the annual leave or part of it had been taken before it accrued.

7.1.10.2. Where annual leave or part of it has been granted before the leave is due, and the employee subsequently leaves or is discharged from the service of

the employer before completing the required 12 months continuous service and the amount paid by the employer to the employee for the annual leave or part so taken in advance exceeds the amount which the employer is required to pay to the employee under sub clause 7.1.12 the employer will not be liable to make any payment to the employee under sub clause 7.1.12 and is entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of employment.

7.1.11 Proportionate Leave on Termination

An employee other than a casual who:

After one week of continuous service in the first qualifying 12 monthly period with an employer, lawfully leaves the employment of the employer, or is terminated by the employer through no fault of the employee; or

After 12 months continuous service with an employer, leaves the employment of the employer or is terminated by the employer for any reason;

shall be paid 2.923 hours for each 38 ordinary hours worked and in respect of which leave had not been granted under this clause at the appropriate rate of wage calculated in accordance with sub clause 7.1.3.

7.1.12 Annual Close Down

Where the company closes down the enterprise, or part of it, for the purposes of allowing annual leave to all or the majority of the employees in the enterprise or parts concerned, the following provisions shall apply:

- 7.1.12.1. This clause is not to be used as a “Stand down” provision.
- 7.1.12.2. Continuous service for leave purposes shall be calculated from 1 December each year.
- 7.1.12.3. Employees who have not completed a year’s continuous service on or before 30 November shall be granted paid leave on a proportionate basis for each completed month of continuous service at that date.
- 7.1.12.4. Where the period of leave granted in accordance with 7.1.12.2 hereof is less than the period of close-down, the balance of the latter shall be deemed to be a period of leave without pay and be time of service.
- 7.1.12.5. The Company may close down the enterprise or part of the enterprise for one or two separate periods for the purpose of granting annual leave.
- 7.1.12.6. If the company closes down the enterprise or part of the enterprise in two separate periods one of these periods shall be for a period of at least 14 consecutive days including non-working days.

In the event of 2 or more shut downs, employees will not be forced to take “Leave without Pay”.

A minimum of 4 weeks notice must be provided or less by agreement with Employee Representatives.

7.1.12.7. Any additional shut down periods must be agreed between the company and employee representatives.

7.1.12.8. The company may close down the enterprise or part of it for a period of at least 14 days including non-working days and allow the balance of any annual leave to be taken in one continuous period in accordance with a roster.

7.2 PERSONAL / CARER'S LEAVE

7.2.1 Leave for personal injury or illness

An employee (other than a casual employee) shall be granted leave of absence on the ground of ill-health subject to the following conditions:

7.2.1.1. The employee must, prior to the commencement of their ordinary start time, inform the employer of their inability to attend for duty and as far as practicable state the nature of the absence and the estimated duration of the absence.

If the employee is reasonably unable to inform the employer prior to the commencement of their ordinary start time, the employee is to inform the employer as soon as reasonably practicable during the ordinary hours of the first day of absence.

There may be exceptional circumstances where an employee is unable to meet the above requirements; in these circumstances the employee must inform the company as soon as reasonably practicable. The circumstances of which will be considered on a case by case basis.

7.2.1.2. Application for leave shall be in writing, stating the cause of absence. Application shall be supported by a medical certificate or a statutory declaration that the employee was unable to work because of personal injury or illness when the absence exceeds two days or the employee has previously been absent for two days on three or more occasions or six single days absence, since the last personal leave credit.

7.2.1.3. The basis for determining the leave which shall be granted shall be as follows:

7.2.1.4. on the date of appointment 38 hours (one working week);

7.2.1.5. on the completion of six months service 76 hours (two working weeks);

7.2.1.6. on completion of twelve months service 114 hours (three working weeks);
and

7.2.1.7. on completion of each additional twelve months service 114 hours (three working weeks).

- 7.2.1.8. In addition to personal leave which may be granted with pay under this clause, the Company may grant personal leave without pay as follows:

Returned service personnel - at the rate of two days for each 22 days of service, except during the first twelve months when leave not exceeding twenty days may be granted.

Non-returned service personnel - after completion of 44 days actual duty, two days without pay for every 22 days service, but not more than twenty days without pay shall be granted in respect of any twelve months service.

- 7.2.1.9. In the case of employees whose hours of work are fixed in accordance with clause 6.1 of this Agreement, personal leave pay entitlements for part-day absences shall be calculated on a proportionate basis as follows:

$$\begin{array}{rcl} \text{Duration of personal leave absence} & \times & \text{appropriate weekly rate} \\ \text{Ordinary hours normally worked that day} & & 5 \end{array}$$

- 7.2.1.10. Where an employee is sick or injured on a rostered day off, the employee shall not be entitled to personal leave pay nor will the personal leave pay entitlement be reduced as a result of sickness or injury on that day.
- 7.2.1.11. Leave allowed under sub clause 7.2.1.3 hereof which is not availed of by an employee during the period in which it occurs (except the leave without pay) shall be allowed to accumulate subject to continuous employment. No payment shall be made to employees upon termination of employment, however affected, in respect of accumulated personal/carer's leave.
- 7.2.1.12. For the purpose of this clause, twelve months service shall mean twelve months employment within a period of fourteen months provided that any breaks in employment shall have been due to the requirements of the Company.
- 7.2.1.13. Employees who terminate (for reasons other than retrenchment) and are re-engaged within a period of twelve months shall be credited with the balance of personal/carer's leave as at the termination of the previous period of employment (including unused absences without a certificate).
- 7.2.1.14. Provided that the period of time required to complete the last twelve months previous employment is to be made up before the employee is entitled to additional personal/carer's leave credit.
- 7.2.1.15. If an employee falls sick while on annual leave and produces at the time satisfactory medical evidence, the employee may be granted, at a time convenient to the Company, additional leave equivalent to the period of sickness falling within the scheduled period of annual leave and the absence will be recorded as personal leave subject to personal leave credits, provided the employee is, at the time of obtaining the medical certificate, unfit for duty, the medical evidence so indicates and personal leave for not less than one day is needed.

7.2.1.16. If an employee falls sick while on long service leave and produces at the time satisfactory medical evidence, the employee may be granted, at a time convenient to the Company, additional leave equivalent to the period of sickness falling within the scheduled period of long service leave and the absence will be recorded as personal leave subject to personal leave credits, provided the employee is, at the time of obtaining the medical certificate, unfit for duty, the medical evidence so indicates and personal leave for not less than one week is needed.

7.2.1.17. Personal leave availed of by an employee shall be debited against the employee's credit of personal leave provided that personal leave availed of on a public holiday, which but for the personal leave the employee would have observed, shall not be debited.

7.2.2 Personal/carer's leave to care for an immediate family or household member

7.2.2.1. Paid leave entitlement

A full-time employee is entitled to use personal leave to care for members of their immediate family or household who are sick and require care and support or for caring for members of the employee's immediate family or household due to an unexpected emergency. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

7.2.2.2. Definition of immediate family or household

The term immediate family in this clause 7.2 includes:

Spouse (including a defacto partner) of the employee. A defacto partner, in relation to a person, means a person who lives with the first mentioned person as the husband or wife or partner of that person, on a bona fide domestic basis, although not legally married to that person; or a child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse or de facto partner of the employee.

A household member is any person who lives at the same residential address as the employee.

7.2.2.3. Notice required

The employee must, prior to the commencement of their ordinary start time, inform the employer of their inability to attend for duty and as far as practicable state the nature of the absence and the estimated duration of the absence.

If the employee is reasonably unable to inform the employer prior to the commencement of their ordinary start time, the employee is to inform the employer as soon as reasonably practicable during the ordinary hours of the first day of absence.

There may be exceptional circumstances where an employee is unable to meet the above requirements; in these circumstances the employee must inform the company as soon as reasonably practicable. The circumstances of which will be considered on a case by case basis.

The notice must include:

- The name of the person requiring care and support and their relationship to the employee;
- The reasons for taking such leave; and
- The estimated length of absence.

The employee must establish by production of a medical certificate or statutory declaration acceptable to the Company, the illness of the person concerned and that such illness requires care by another.

When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

7.2.2.4. Unpaid carer's leave

By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes of caring for members of the employee's immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.

7.3 COMPASSIONATE LEAVE

7.3.1 An employee shall be entitled to a maximum of three days leave without loss of pay on each occasion when a member of the employee's immediate family or household:

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

The terms immediate family or household are as defined in Clause 7.2.2.2.

7.3.2 An employee may take compassionate leave for a particular permissible occasion as:

- (a) a single continuous three day period; or
- (b) up to three separate periods of 1 day each; or
- (c) any separate period to which the employee and their manager agrees.

Compassionate leave includes the attendance at the funeral in the case of the death of the person.

7.3.3 An employee must give notice of the absence to the employer as soon as practicable, and production of satisfactory evidence is required.

7.3.4 A part-time employee is entitled to two days compassionate leave without loss of pay on the same basis as prescribed for full-time employees in 7.2.1.1 except that paid leave is only available where a part-time employee would normally work on either or both of the two working days for each permissible occasion.

7.3.5 The entitlements of casual employees are set out in clause 4.2.3 of this Agreement.

7.3.6 Unpaid leave

An employee, including a casual employee, may take unpaid compassionate leave by agreement with the employer.

7.4 COMMUNITY SERVICE LEAVE

7.4.1 Community Service Activity

An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if the period consists of:

- time when the employee engages in the activity;
- reasonable travelling time associated with the activity;
- reasonable rest time immediately following the activity; and

unless the activity is jury service – the employee's absence is reasonable in all the circumstances.

an employee engaged in Voluntary Emergency Management Activities will do so without loss of pay.

For the purpose of this clause 7.4, "eligible community service activity" has the meaning as under the Fair Work Act 2009 and regulations in force and updated from time to time.

Notice and evidence requirements apply in accordance with the legislative requirements.

7.4.2 Jury Service

Full-time and part-time employees attending for jury service are entitled to have their pay made up to what they would have received for working ordinary time. Employees must provide proof of attendance.

7.4.2.1. A full-time employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.

7.4.2.2. Where a part-time employee is required to attend for jury service and such attendance coincides with a day on which the employee would normally be required to work, payment shall be made to the employee in accordance with 4.2.4.

7.4.2.3. An employee shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

7.4.2.4. An employee shall not be required to report for work prior to attending court for jury service.

7.5 FAMILY AND DOMESTIC VOILENCE LEAVE

7.5.1 Definition of Family and Domestic Violence

7.5.1.1. For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other abusive behaviour by a person against a member of the person's family or household (current or former). To avoid doubt, this definition includes behaviour that:

- (a) is physically or sexually abusive; or
- (b) is emotionally or psychologically abusive; or
- (c) is economically abusive; or
- (d) is threatening; or
- (e) is coercive; or

(f) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person.

7.5.2 Family and Domestic Violence Leave

7.5.2.1. An employee, including a casual employee, experiencing family and domestic violence, or an employee who is required to provide support to a member of their immediate family or household who is a victim of such violence or abuse, is entitled to 5 days per year of paid family and domestic violence leave for the purpose of:

(a) attending legal proceedings, counselling, appointments with a medical or legal practitioner;

(b) relocation or making other safety arrangements; or

(c) other activities associated with the experience of family and domestic violence.

7.5.2.2. This leave will be in addition to existing leave entitlements, may be taken as consecutive or single days or as a fraction of a day.

7.5.3 Notice and Evidentiary Requirements

7.5.3.1. The employee shall give the Company notice as soon as reasonably practicable of their request to take leave under this clause.

7.5.3.2. If required, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 7.5.2. Such evidence may include a document

issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution or an accountant.

7.5.4 Contact Person

7.5.4.1. BAA will nominate a contact person within the Human Resources function to provide support for employees experiencing family and domestic violence and notify employees of the name of the nominated contact person.

7.5.4.2. An employee experiencing family and domestic violence may raise the issue with the nominated contact person or their immediate supervisor.

7.5.4.3. Where requested by an employee, the contact person will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support

7.5.4.4. BAA will consider any reasonable requests for additional support for an employee experiencing family or domestic violence to provide a safe work environment.

7.6 PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity/primary care giver, secondary care giver and adoption leave and to work part-time in connection with the birth or adoption of a child.

A primary care giver is the person who most meets a child's needs, including feeding, dressing, bathing and otherwise supervising the child in an age-appropriate manner. For a baby particularly, this role normally requires intensive physical involvement on an ongoing basis. Only one person may be a primary caregiver at any one time.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An eligible casual employee means a casual employee:

(a) employed by an employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and

(b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment on a regular and systematic basis.

For the purposes of this clause continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

(a) the employee or employee's partner is pregnant; or

(b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

7.6.1 Effects of parental leave on employment

- 7.6.1.1. Absence on parental leave without pay shall not count as service for any purpose except as specified in 7.6.4 and 7.6.5 of this clause.
- 7.6.1.2. An employee on probation shall not have his/her probationary period extended due to parental leave.
- 7.6.1.3. If during a period of maternity/primary care giver leave any form of paid leave is granted the period concerned shall count as service for all purposes.
- 7.6.1.4. The first twelve weeks of maternity/primary care giver leave whether paid or unpaid shall count as service for all purposes.

7.6.2 Definitions

For the purposes of this clause child means a child of the employee under 16 or a child under 16 who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the partner of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

7.6.3 Concurrent leave

Where both parents are employed by the Company maternity/primary care giver, secondary care giver and adoptive leave may be taken concurrently provided that the combined maximum period of Leave Without Pay does not exceed 66 weeks.

7.6.4 Termination of employment and parental leave

The Company shall not terminate the employment of employees on the grounds of their application for Parental Leave, but otherwise the rights of the Company in relation to termination of employment are not affected.

7.6.5 Parental leave and other entitlements

- 7.6.5.1. An employee is entitled to annual leave and long service leave during any period which would otherwise be unpaid parental leave.
- 7.6.5.2. Paid sick leave may be granted during unpaid parental leave. The normal criterion of fitness for duty will apply to such applications.

7.6.6 Variation to period of parental leave

Where an employee takes leave under this clause, unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlements set out in this clause.

7.6.7 Right to Request

- 7.6.7.1. An employee entitled to parental leave pursuant to the provisions of sub-clauses 7.6.12 and 7.6.16 may request the employer to allow the employee:
- 7.6.7.2. to extend the period of simultaneous unpaid parental leave provided for in clause 7.6.12 up to a maximum of eight weeks;
- 7.6.7.3. to extend the period of unpaid parental leave provided for in clause 7.6.12 by a further continuous period of leave not exceeding 12 months;
- 7.6.7.4. to return from a period of parental leave on a part-time basis until the child reaches school age to assist the employee in reconciling work and parental responsibilities.
- 7.6.7.5. The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

7.6.8 Employee's request and employer's decision to be in writing

The employee's request and the employer's decision made under clause 7.6.7.4 must be recorded in writing.

7.6.9 Request to return to work part-time

Where an employee wishes to make a request under 7.6.7.4, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

7.6.10 Leave without pay prior to parental leave

- 7.6.10.1. An employee granted leave without pay for up to six weeks who becomes pregnant either before or during the period of leave without pay, retains her entitlements to all provisions of this Agreement.
- 7.6.10.2. An employee granted leave without pay exceeding six weeks who has taken at least six weeks of that leave, is entitled to maternity/primary care giver leave (paid and/or unpaid), secondary care giver leave or adoption leave, between the expiration of leave without pay and the date when eligibility for parental leave would have ended.

7.6.11 Resumption of duty after parental leave

- 7.6.11.1. An employee on maternity leave may return to work during the six weeks required absence after confinement provided she supplies a medical certificate from a duly qualified medical practitioner stating a date within the six week period on which she will be fit to resume work.

- 7.6.11.2. Except as specified in paragraph 7.6.11.1 above an employee may resume duty at any time during parental leave by giving at least fourteen days notice in writing.
- 7.6.11.3. On resuming duty an employee shall be entitled to the position which he/she held immediately before proceeding on parental leave, or, in the case of an employee who was transferred to a safe job pursuant to clause 7.6.15 to the position which she held immediately prior to such transfer.
- 7.6.11.4. An employee resuming duty during or after parental leave, where his/her previous position no longer exists shall be entitled to another position equivalent in status and salary to that of his/her former position.
- 7.6.11.5. An employee who resumes duty before the expiration of his/her entitlements remains entitled to the unused portion of paid or unpaid parental leave within the period 66 weeks after the birth or receipt of the child.

7.6.12 Entitlement to Maternity Leave/Primary Care Giver Leave

An employee who a) becomes pregnant, upon production to the Company of a certificate from a duly qualified medical practitioner stating the anticipated date of her confinement; or b) will, on provision of satisfactory evidence to the Company of necessity, become the primary caregiver for a child not adopted from the date of birth; shall be entitled to maternity/primary care giver leave up to 52 weeks in aggregate.

7.6.13 Period and commencement of Maternity/Primary care giver Leave

- 7.6.13.1. An employee with twelve months continuous service prior to commencement of maternity/primary care giver leave shall be granted leave on full pay for a total period of sixteen (16) weeks.
- 7.6.13.2. Where the birth occurs more than six weeks prior to the expected date of confinement the total period of 16 weeks paid leave shall commence from the date on which the employee first proceeded on such maternity/primary care giver leave.
- 7.6.13.3. Notwithstanding paragraph 7.6.13.1 an employee may work within six weeks of the expected date of confinement provided she supplies a certificate from a duly qualified medical practitioner stating her fitness for work until a specified date.
- 7.6.13.4. An employee may resume duty during the six weeks required absence after the birth provided she supplies a certificate from a duly qualified medical practitioner stating her fitness to resume work on a specified date.
- 7.6.13.5. An employee shall be granted a period of up to 40 weeks leave without pay following the 16 weeks paid maternity/primary care giver leave which shall be taken continuously or in aggregate within the period of 66 weeks after the birth of a child.

7.6.13.6. An employee who has not completed twelve months continuous service at the time maternity/primary care giver leave commences shall not be entitled to maternity/primary care giver leave at full pay.

7.6.13.7. An employee who completes twelve months continuous service during the first 16 weeks of maternity/primary care giver leave shall be paid for the period between the completion of twelve months continuous service and the end of the first 16 weeks of maternity/primary care giver leave.

7.6.13.8. Payment during maternity/primary care giver leave shall be equivalent to sick leave at full pay. An employee receiving higher duties immediately before maternity/primary care giver leave shall continue receiving such higher duties for a period specified by the Company equivalent to the period the employee would have received such higher duties had the employee not proceeded on maternity/primary care giver leave.

7.6.14 Termination of pregnancy

7.6.14.1. In the event of a termination of pregnancy more than twenty weeks before the expected date of confinement, an employee shall not be entitled to maternity leave and any prior approvals are nullified. Any absence associated with the termination of pregnancy would be covered by an employee's own leave credits.

7.6.14.2. Where a termination of pregnancy occurs within twenty weeks of the expected date of confinement, or in the event of the death of the baby, an employee remains entitled to maternity leave.

7.6.15 Transfer to a safe job

The transfer to a safe job provisions from the Fair Work Act 2009 (Cth) as amended and or replaced from time to time apply.

7.6.16 Entitlement to secondary care giver leave

7.6.16.1. An employee shall be entitled to secondary care giver leave upon production of evidence that he/she expects to become a parent who is not the primary care giver.

7.6.16.2. Secondary care giver leave shall mean unpaid secondary care giver leave, except that secondary care givers shall be entitled to 5 days leave without loss of pay in addition to a two week period under the Dad and Partner Pay scheme provided by the Government.

Should the Dad and Partner scheme as defined by the Government be removed, employees will be entitled to 5 days secondary care giver leave without loss of pay.

7.6.17 Period of commencement of secondary care giver leave

For male employees the period of secondary care giver leave shall be up to 52 weeks to be taken continuously or in aggregate within 66 weeks after the child's birth.

7.6.18 Cancellation of secondary care giver leave

In the event of a termination of pregnancy an employee is not entitled to secondary care giver leave and any prior approvals of such are nullified.

7.6.19 Entitlement to adoption leave

An employee who will be the primary care giver of an adopted child shall upon production of:

- 7.6.19.1. a statement from the adoption agency or other appropriate body of the presumed date of placement of the child for adoption purposes; or
- 7.6.19.2. a statement from the appropriate government authority confirming that he/she is to have custody of a child pending application for an adoption order;

be entitled to Adoption Leave. Adoption leave shall mean unpaid adoption leave.

7.6.20 Period and commencement of adoption leave

- 7.6.20.1. Subject to clause 7.6.21 hereof, the period of adoption leave shall be up to 52 weeks to be taken continuously or in aggregate within 66 weeks from the date of receiving the child.
- 7.6.20.2. An employee entitled to adoption leave may request the employer to allow the employee to extend the period of unpaid parental leave provided for in clause 7.6.20.1 by a further continuous period of leave not exceeding 12 months;
- 7.6.20.3. An employee shall be granted up to two days unpaid leave, to attend any compulsory interview or examinations as part of the adoption process.
- 7.6.20.4. Upon receiving notice of approval for adoption purposes, an employee shall notify the Company of such approval and within two months specify the period of adoption leave to be taken.
- 7.6.20.5. Where an employee is required by an adoption agency to accept earlier placement of a child the notice provisions specified in paragraph 7.6.20.3 shall not apply.

7.6.21 Cancellation of adoption leave

- 7.6.21.1. Adoption Leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.
- 7.6.21.2. Where an employee on adoption leave does not proceed with the adoption of the child the employee shall notify the Company forthwith which shall nominate a time not exceeding 4 weeks from receipt of notification for the same employee to resume duty.

7.6.22 Communication during parental leave

- 7.6.22.1. Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- 7.6.22.2. make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- 7.6.22.3. provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 7.6.22.4. The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 7.6.22.5. The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 7.6.22.

7.7 PUBLIC HOLIDAYS

Summary

This clause describes an employee's (other than a casual employee) public holiday entitlements.

Employees are generally entitled to 13 specified public holidays per year without loss of pay.

Other days can be substituted for any of the specified days by agreement between the employer and employees.

7.7.1 Prescribed holidays

- 7.7.1.1. An employee under this Agreement is entitled to be absent from their employment when they would ordinarily work the following public holidays, without loss of pay:

New Year Day	Australia Day
Good Friday	Easter Saturday
Easter Monday	Anzac Day
Queen's Birthday	Labour Day or Eight Hours' Day
Show Day	Melbourne Cup Day
Christmas Day	Boxing Day

- 7.7.1.2. An additional day to be observed during the Christmas/New Year period, or such other day as is generally observed in a locality as a substitute for any of the said days respectively, or proclaimed as an additional holiday for the State of Victoria.
- 7.7.1.3. Substitution of certain public holidays which fall on a weekend
- 7.7.1.4. Where Christmas Day falls on a Saturday or a Sunday, 27 December shall be observed as the public holiday in lieu of the prescribed day.
- 7.7.1.5. Where Boxing Day falls on a Saturday or a Sunday, 28 December shall be observed as the public holiday in lieu of the prescribed day.
- 7.7.1.6. Where New Year's Day or Australia Day fall on a Saturday or a Sunday, the following Monday shall be observed as the public holiday in lieu of the prescribed day.

For the purposes of this Agreement the said Saturday and/or Sunday shall be deemed not to be holidays.

- 7.7.1.7. Substitution of public holidays by agreement at the enterprise

By agreement between the employer and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.

7.7.2 Payment for time worked on a public holiday

- 7.7.2.1. Payment for time worked by continuous shift workers on a public holiday

Refer to 6.2.4 to determine the pay entitlements of continuous shift workers working on rostered shifts which fall on a public holiday.

- 7.7.2.2. Payment for time worked by non-continuous shift workers on a public holiday

Refer to 6.2.4 to determine the pay entitlements of non-continuous shift workers working on rostered shifts which fall on a public holiday.

- 7.7.2.3. Payment for time worked by day workers on a public holiday

Day workers, other than employees engaged in maintaining the continuity of electric light and power or garage employees and/or drivers of tow and/or repair vehicles recalled for breakdown, accident or other emergency work, required to work on a public holiday shall be paid for a minimum of four hours work at double time and a half. The double time and a half is to be paid until the employee is relieved from duty.

Refer to 6.4.10 and 6.4.11 to determine the rest break and meal allowance entitlements of day workers who work on a public holiday.

7.7.3 Rostered day off falling on public holiday

An employee who by the circumstances of the arrangement of ordinary hours of work is entitled to a rostered day off which falls on a public holiday prescribed by this clause shall, at the discretion of the Company, be paid for that day eight ordinary hours pay or have an additional day added to annual leave. This sub clause shall not apply when the holiday falls on a Saturday or Sunday.

7.7.4 Public holidays falling during a period of annual leave Refer to 7.1.6.

7.8 LONG SERVICE LEAVE

7.8.1 The long service leave to which an employee is entitled shall be that prescribed by this clause.

7.8.2 Amount of leave

Subject to sub clause 7.8.4 hereof, the amount of long service leave to which an employee shall be entitled shall be:

7.8.2.1. in respect of ten years service so completed, thirteen weeks; and

7.8.2.2. in respect of each subsequent year's service a proportionate amount on the basis of thirteen weeks for ten years service.

7.8.2.3. An employee who has completed at least five years service with the Company, and

whose services are terminated by the Company for any reason except by retrenchment, or

by the employee on account of illness, incapacity or domestic or other pressing necessity,

is entitled to be paid a proportionate amount of long service leave on the basis of thirteen weeks for ten years service.

7.8.2.4. An employee who has completed one year's service with the Company and whose services are terminated by retrenchment or by reason of the death of the employee is entitled to be paid a proportionate amount of long service leave on the basis of thirteen weeks for ten years service.

7.8.2.5. Entitlement will be calculated on completed years of service.

7.8.3 Long service leave shall be granted and taken and, except as permitted by this Agreement, payment in lieu thereof shall not be made or accepted.

7.8.4 Taking leave

7.8.4.1. When an employee becomes entitled pursuant to this Agreement to an amount of thirteen weeks long service leave, such leave shall be granted by the Company as soon as practicable having regard to the needs of the establishment or subject to paragraph 7.8.4.3 hereof, at such time or times as may be agreed between the Company and the employee.

- 7.8.4.2. The Company shall not be required to grant an employee leave to which he or she has become entitled pursuant to this Agreement until the amount of leave to which he or she has become entitled equals thirteen weeks in respect of his or her first period of entitlement; or thirteen weeks in respect of any subsequent period of entitlement. Provided that the Company and an employee may agree that leave accrued under paragraph 7.8.2.2 may be taken either alone or cumulatively with leave accrued under paragraph 7.8.4.1 subject to the provisions of paragraph 7.8.4.4.
- 7.8.4.3. Except where an employee agrees otherwise the Company shall give an employee at least 28 days notice of the date from which his or her leave is to be taken.
- 7.8.4.4. Leave shall be granted in one continuous period, or if the Company and the employee so agree in broken periods of not less than one week or any variable above that amount (e.g. 5,6,7 etc). Employees may take leave in periods of less than one week where such leave is taken within a week in which a public holiday or a rostered day off, or both, occur, for the purposes of the employee being away from work for the entire week.
- 7.8.4.5. By agreement between an employee and the Company leave may be granted at half pay for a period which is twice the period of entitlement.
- 7.8.4.6. The long service leave prescribed by this Agreement is exclusive of annual leave but is inclusive of all other holidays or days off occurring during the taking of a period of long service leave.
- 7.8.5 For the purposes of this clause continuity of service is deemed not to have been broken if an employee:
 - 7.8.5.1. is re-employed within twelve months of completing an apprenticeship;
 - 7.8.5.2. is re-employed within two months of being terminated by the Company for reasons other than those set out in paragraph 7.8.5.1 above.

Provided that any such breaks in employment shall not count as service.

7.9 STUDY LEAVE

- 7.9.1 On the application of an employee the Company may approve a scheme of study to be undertaken by the employee as being in the mutual interests of the employee and the Company having regard to:
 - 7.9.1.1. the duties of the employee;
 - 7.9.1.2. the operational needs of the Company;
 - 7.9.1.3. the career development needs of the employee; and
 - 7.9.1.4. any other relevant factor.

- 7.9.2 The Company may grant leave of absence to enable the employee to:
- 7.9.2.1. undertake a part-time scheme of study as an approved student;
 - 7.9.2.2. undertake a full-time scheme of study as an approved student;
 - 7.9.2.3. undertake a conference, seminar or short term study course;
 - 7.9.2.4. travel to and from and sit for compulsory examinations which are part of an approved scheme of study.
- 7.9.3 Leave with pay may be granted to five hours per week or 200 hours per annum in respect of employees enrolled for external studies and for the purposes of sub clause 7.9.2.
- 7.9.4 The Company may grant additional leave without pay.
- 7.9.5 A period of leave with pay counts as service for all purposes.
- 7.9.6 A period of leave without pay counts as service for all purposes other than accrual of annual leave.

7.10 BLOOD DONORS

Employees who volunteer as blood donors, or who give blood transfusions, are to be regarded as being on duty for the period of absence necessarily involved. However, notification to attend as donor must be sighted by a supervisor before leave is granted. Leave under this clause shall not exceed three hours per calendar month.

7.11 LEAVE OF ABSENCE WITHOUT PAY

- 7.11.1 The Company may grant to an employee leave of absence without pay:
- 7.11.1.1. where the leave of absence is for enabling an employee to pursue a course of study or to undertake research work relating to the duties of an employee in the Company for a period not exceeding twelve months, or for such further period as the Company considers reasonable in the circumstances;
 - 7.11.1.2. where the leave of absence is for any purpose - for a period not exceeding twelve months.
 - 7.11.1.3. The period during which an employee is absent on leave granted under the last preceding sub clause, shall not, unless otherwise determined by the Company, be included for any purpose as part of an employee's period of service.

7.12 SPECIAL LEAVE

The Company may, upon sufficient cause grant an employee leave of absence with pay not exceeding three days in any year.

Provided that for the purposes of this clause, a year shall be deemed to commence on the date for which an employee is eligible for an annual sick leave credit in accordance with this Agreement. The following examples are the only acceptable reasons for approving special leave and can only be approved by the direct line Manager. In each of the following circumstances the employee's supervisor must be contacted immediately.

Any special leave that has been processed (accepted) will be reversed if evidence is not forwarded to the pay office for processing within the next pay period. Evidence submitted may be subjected to verification by the Human Resources department.

- Attending the Funeral of a Close Friend or Relative Not Covered under compassionate leave:
- Prior to leave being approved the supervisor and employee must reach agreement on the amount of leave required. Evidence supporting the death of a close friend or relative not covered by bereavement leave must be submitted (e.g. funeral notice/program).
- Unexpected or Non-Informed Business Which Cannot be Conducted Outside of Normal Working Hours via the Use of Standard Leave Entitlements (e.g. Annual/Flex/RDO)".
- Evidence supporting the unexpected/un-notified occurrence (e.g. Legal/police etc) must be submitted upon return to work or leave will not be processed.
- Vehicle Breakdown/Crash on the Way to Work
- Towing receipts, Police reports, Parts receipts, Insurance reports
- Evidence supporting the car breakdown / crash on the way to work must be submitted.

Leave processed (accepted) will be reversed if evidence is not forwarded to the pay office for processing in the next pay period. Only part receipts which validate a breakdown condition will be accepted (battery, starter motor, smashed windscreen etc).

- Home Emergency Issues (e.g. Water Leak, Storm Damage, Fire)

Evidence supporting the home emergency issue must be submitted. (E.g. plumber, electrician, part receipts). Only part receipts/services provided which validate a home emergency issue will be accepted (e.g. hot water tank replacement, insurance reports – fire, storm damage etc).

- Sick Pet Requiring Emergency Veterinary Services.
- Evidence supporting the veterinary emergency must be submitted upon return to work or leave will not be processed. (E.g. hit by a vehicle, poisoning etc).

PART 8 TRAVELLING - WORKING AWAY FROM USUAL PLACE OF WORK

Where an employee is directed to work at a place other than the usual place of employment, all time necessarily occupied on any day in travelling which is in excess of the time normally occupied in travelling when working at the usual place of employment shall be deemed to be working time and shall be paid for the rate of single time, except on Saturday, Sunday or any day prescribed under clause 7.7.1 (Prescribed Holidays) of the Boeing Aerostructures (Port Melbourne) Workplace Agreement hereof, when the rate shall be time and a half. The maximum travelling time to be paid for shall be twelve hours of every 24 hours.

If an employee is directed to work within Australia or overseas the company shall reimburse all out of pocket expenses necessarily incurred in accordance with Company Policy.

For all other matters in relation to travelling, the company policy (IS213) as effective at May 2009 and as amended from time to time will apply. The intent of the policy is to ensure employees are not financially disadvantaged or gain from Company travel.

PART 9 INTEGRATED CLASSIFICATION STRUCTURE

The parties recognize that the existing Integrated Classification Structure contained in this and previous Enterprise Agreements has historically delivered the appropriate needs to the business and its employees. Notwithstanding this, the parties agree that with the introduction of new skills, production technology and processes into the business over a period of time, the existing Integration Classification Structure needs to be modernized and revamped.

The result of a modernized and revamped classification structure will not deviate from previous obligations to provide development of career opportunities for employees and will also provide:

Clarity to employees as to the skills and knowledge to fulfil their duties,

1. Recognize and reward employees for achievements,
2. Encourage further training and development of employees to increase their personal skill levels and provide the company with a more efficient, flexible and productive workforce.

On this basis, it is agreed that during the life of this agreement the development of a new modernized classification structure will occur for all classification, excluding Engineering/Scientist classified employees. The new classification structure will be developed by a joint working party made up of equal numbers of full-time management and union representatives (2 management representatives, 2 union representatives and 2 subject matter experts) and will be implemented subject to consultation with and endorsement by a majority of employees covered by this Enterprise Agreement.

The working party will be responsible for the development and any implementation process & have access to any training required in order to assist them with the development of a new classification structure. The working party will use the National Metal & Engineering Industry Competency Standards and its Implementation Guide as a reference point to commence the development of a new classification structure.

The working party will have access to external assistance and subject expertise (SME) from one Company and one Union nominated provider and any costs associated will be the responsibility of the company.

Until a new classification structure is endorsed and implemented, the current Integrated Classification Structure and position descriptors contained in this agreement will continue to apply. Any introduction of a new classification structure will replace the current Integrated Classification Structure at the point in time that it is formally implemented.

A \$500 bonus payment will be paid to all employees in the manufacturing and manufacturing support areas where the implementation of a new modernised Classification Structure occurs within 6 months of a successful endorsement of the new classification. Vote for endorsement of the new modernised classification structure will occur after gate 4 of the process has been completed.

To formalize any implementation, an application to vary this agreement will be made to the Fair Work Commission (FWC) by the parties if required.

9.1 The classification structure has been developed to allow for the development of career opportunities based on training and a flexible approach to work organisation and output.

9.2 The definitions for each classification reflect training qualifications and the broad work skills for employees at each level. As such the definitions are broadly based and generic in nature.

9.3 The structure sets appropriate relativities, wage rates, skill levels and training requirements.

9.4 The structure has been agreed by the parties and is believed to be appropriate to the needs of the Company, unions and employees.

9.5 There are three generic trade streams, as well as technical, professional, administrative and supervisory vocational fields and a general non-trade area.

Trade Streams

Electrical/Electronics/Avionics Stream - including the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service and overhaul of all electrical, electronic and avionic devices and/or systems, controls, instruments, PLC's and other electronic controls, telecommunications and communication systems.

Mechanical Stream - including the design, assembly, manufacture, installation, modifications, testing, fault finding, commissioning, maintenance and service and overhaul of all mechanical equipment, machinery, fluid power systems, aircraft mechanics, automotive mechanics, instruments and the use of related computer controlled equipment, e.g., Computer Numerically Controlled machine tools.

Structures Stream - including fabrication, spray painting, plumbing, electroplating, carpentry, metal spinning, metal polishing, sheet metal work and the use of related equipment including computer controlled equipment. This includes fabrication in all metals, plastics, carbon fibre, composite materials, ceramics and other materials.

Technical Field

Production planning including scheduling, method engineering, estimating, materials handling, production control, etc.

Laboratory work, non-destructive testing, design and development work (e.g., prototypes, models, specifications) in both product and process areas, quality control/assurance and like work.

Design drafting and like work.

Technical support, including diagnostics, programming and like work.

Professional Field

Includes an employee who possesses an academic qualification which enables that employee to become a graduate member of the Institution of Engineers, Australia.

Administrative Field

Clerical functions, use of switchboards and keyboards, secretarial work, bookkeeping and accounting.

Supervisory Field

Supervision of trade and non-trade employees.

Non-Trade

Production/engineering and associated functions not requiring a trade, technical or professional qualification.

9.6 Employees are required to perform additional functions to their core functions when those additional functions are identified as being incidental or ancillary to work within the relevant stream/field or their competency given their skills and training.

9.7 Employees classified at a higher level will, as required, perform duties at a lower level within their stream/field or training, provided such duties are not designed to promote deskilling.

9.8 Reclassification for acquisition of additional qualifications or skills will only occur where the employee involved is required to exercise them in the course of employment. Employees holding additional skills or qualifications relevant to their job will be classified accordingly.

9.9 Where it is consistent with the needs of the Company, the Company will provide every reasonable opportunity for employees to put to use the skills they have acquired.

9.10 Where an employee uses the skills relevant to a higher grade or completes relevant Company sponsored and accredited training for that grade then the employee shall be classified at the higher grade, subject to approval by the Training Committee.

9.11 At all levels of the new classification structure, employees will receive appropriate training in quality awareness, control/assurance to enable them to undertake quality control/assurance work relevant to their role/position.

9.12 Equal Employment Opportunity principles and relevant Occupational Health and Safety legislation shall be an integral part of the operation of the classification structure.

WAGE GROUP 1

AEROSPACE WORKER 1 / ASSISTANT TECHNICIAN 1

AEROSPACE WORKER 1

An employee entering the industry with no experience in the aerospace or related industries who may perform basic labouring, engineering, process and fabrication type work including:

basic labouring and cleaning

trades assisting

non-trade maintenance functions

basic storage and distribution functions

Undergoing training in one or more the following areas:

Company induction

use of basic hand tools and other equipment

awareness of EEO practices and OHS policies and practices

understanding and interpreting written drawings, plans, etc.

basic QC/QA practices

use of measuring equipment and concept of tolerance

basic engineering skills

computer/keyboard skills

basic tracing skills

basic soldering skills

basic metrology

operating mobile equipment

storage and packing of goods and materials in accordance with appropriate procedures and/or regulations

housekeeping and stock checks

work methods

ASSISTANT TECHNICIAN 1

An employee who holds no formal qualifications and who while working under direct supervision performs basic technical and other related duties in the following fields:

1. Planning, including scheduling, methods engineering, estimating, materials handling systems and like work.
2. Technical, including inspection, quality control/ assurance, supplier evaluation, laboratory, non-destructive testing, technical purchasing, and design and development work (prototypes, models, specifications) in both product and process areas and like work.
3. Drafting and like work.
4. Technical Support, including diagnostics, programming and like work.

WAGE GROUP 2

AEROSPACE WORKER 2 / ASSISTANT TECHNICIAN 2

AEROSPACE WORKER 2

An employee who has completed training as a Aerospace Industry Worker I and is undertaking training for a Production Engineering Certificate (Aerospace) (or equivalent level of accredited training).

Generally works to a level beyond an Aerospace Worker 1 and is one of the following:

Level A

Competent in one or more of the following skills:

- assemble components using written, spoken and/or diagrammatic instructions in a single or multi-station assembly environment
- receiving, dispatching, expediting and basic inventory control including use of VDUs
- understanding and implementing basic quality control/assurance procedures
- repetitive machine operation, including use of multiple machines
- equipment and/or machine loading and operation
- basic process duties
- licensed operation of all appropriate materials handling and other equipment
- understanding relevant work techniques

Level B

An employee who performs above and beyond Level A and is competent in one or more of the following skills:

- working to complex instructions or procedures
- using precise measuring equipment and working to fine tolerances
- basic fault finding in mechanical and electrical streams
- intermediate keyboard/computer skills
- rigging (licensed)
- full range of duties in complex inventory and production control
- responsible for quality of own work
- complex process duties

ASSISTANT TECHNICIAN 2

Level A

An employee who holds no qualifications and who may be undertaking training toward an agreed qualification and while working under direct supervision performs routine technical and other related duties to a level in excess of Assistant Technician I in the following fields:

1. Planning, including scheduling, methods engineering, estimating, materials handling systems and like work

2. Technical including inspection, quality control/assurance, supplier evaluation, laboratory, non-destructive testing, technical purchasing, and design and development work (prototypes, models, specifications) in both product and process areas and like work
3. Drafting and like work
4. Technical support, including diagnostics, programming and like work

Level B

An employee who holds no formal qualifications who is undertaking training towards an agreed qualification and who works under general supervision performing routine technical and other related duties to a level in excess of Level A.

WAGE GROUP 3

AEROSPACE WORKER 3 / BASE TRADESPERSON

AEROSPACE WORKER 3

An employee who, while still being primarily engaged in engineering/production work applies the skills acquired through the successful completion of a Production Engineering Certificate (Aerospace) (or equivalent level of accredited training) in production, engineering, distribution, or stores functions according to the needs of the Company.

Works above and beyond an Aerospace Worker 2 and to the level of training:

1. Understands and applies quality control techniques
2. Exercises good interpersonal, communications skills
3. Exercises keyboard/computer skills at a level higher than Aerospace Worker 2
4. Exercises discretion within the scope of this grade
5. Performs work under general supervision either individually or in a team environment
6. Has knowledge of relevant safety standards

Duties may include:

works from production drawings, prints or plans

operates, sets up and adjusts all production machinery in a plant.

operates all lifting and handling equipment

production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians;

understands and applies computer techniques as they relate to production process operations or for purposes such as the maintenance of a deposit storage system, information input and retrieval

high level stores and inventory responsibility beyond the requirements of an Aerospace Worker 2

provides on-the-job training for those employees up to and including Aerospace Worker 2

has a sound knowledge of the relevant production processes

BASE TRADESPERSON

An employee who holds a Trade Certificate or Tradesperson Rights Certificate in one of the electrical/electronic, mechanical or structures streams and is able to exercise the skills and knowledge of that trade, which may include:

1. Understands and implements quality control assurance techniques
2. Exercises good interpersonal, communications skills
3. Exercise keyboard/computer skills at a level higher than an Aerospace Worker II
4. Exercises discretion within the scope of this grade
5. Performs work under general supervision either individually or in a team environment
6. Operates all lifting equipment (some of which may require a license) incidental to their work
7. Perform trade tasks incidental to their core skills
8. Perform non-trade tasks incidental to their work
9. Works from drawings, prints or plans
10. Has knowledge of relevant safety standards

WAGE GROUP 4

AEROSPACE TRADESPERSON 1 / AEROSPACE TECHNICIAN 1

An employee who holds an aircraft Trade Certificate in electrical/electronics/avionics, mechanical or structures streams or who has undergone an aircraft conversion course (or equivalent level of accredited training).

Generally works to a level beyond a Base Tradesperson and to the level of training:

1. Exercises a high level of independent judgement and capable of working under less direct supervision than a Base Tradesperson
2. Undertakes basic drafting, planning and estimating
3. Understands and implements quality control/assurance techniques including where appropriate signing off own work i.e., certifies that the work completed conforms (by use of stamp) with the specifications or instructions given
4. Performs all trade work incidental to core skills

Duties may include:

- exercises high precision trade skills using various material and/or specialist techniques
- performs developmental/prototype work without the aid of drawings, plans etc., in conjunction with design technicians and engineers

- operates CNC machines, including tape loading and supervision of non-trade machinists; basic operations of a CAD/CAM terminal
- managing stores operations within business units including liaising with management, suppliers and customers.
- maintaining control register including inventory control and being responsible for the preparation and reconciliation of regular reports or stock movements, despatches, etc.

AEROSPACE TECHNICIAN 1

An employee who holds a relevant Trade Certificate or equivalent level of training and/or experience as an Aerospace Tradesperson I who while working under general supervision is engaged in routine detail drafting or production planning or technical tasks requiring technical knowledge.

Technicians at this and subsequent levels work in one of the following fields:

1. Production planning, including scheduling, methods engineering, estimating, materials handling systems and like work
2. Technical including inspection, quality control/ assurance, supplier evaluation, laboratory, non-destructive testing, technical purchasing, and design and development work (prototypes, models, specifications) in both product and process areas and like work
3. Design drafting and like work
4. Technical support, including diagnostics, programming and like work

WAGE GROUP 5

AEROSPACE TRADESPERSON 2 / AEROSPACE TECHNICIAN 2

AEROSPACE TRADESPERSON 2

Level A

An employee who is qualified as an aircraft mechanic (mechanical, structures or avionics) or aircraft maintenance engineer (mechanical, structures or avionics) or who has completed 50% of training towards an agreed relevant Post Trade Certificate (or equivalent level of accredited training) and generally works to a level beyond Aerospace Tradesperson 1.

Duties may include:

- exercises basic knowledge and application of other trade streams beyond Aerospace Tradesperson I
- in accordance with quality control/assurance policies and practices signs off other employees work
- performs operations on a CAD/CAM terminal in the performance of routine modifications to NC/CNC programs as necessary and ancillary to the trade task exercises intermediate drafting, planning, estimating skills

Level B

An employee who is undertaking who has completed training towards an agreed relevant Post Trade Certificate (or equivalent level of accredited training) and generally works to a level beyond Aerospace Tradesperson I. Duties may include:

- working on plant, machinery, components, etc., involving a combination of complex electrical/electronic circuitry and hydraulic/fluid power systems to a level beyond Level A
- intermediate knowledge and application of other trade streams beyond Level A
- as necessary and ancillary to the trade task undertakes advanced duties in estimating, scheduling, planning or designated quality role

AEROSPACE TECHNICIAN 2

An employee who has an equivalent level of training to an Aerospace Tradesperson 2 and who has completed the following training requirements and/or demonstrates an equivalent level of experience:

- A. Successful completion of 50% of training towards an agreed relevant Post Trade Certificate
- B. Successful completion of an agreed relevant Post Trade Certificate

and is engaged in the following fields:

- detail drafting or planning or technical duties requiring judgement and skill in excess of that required by an Aerospace Technician I under the general supervision of technical staff
- has training and/or experience of an Aerospace Technician 1 and exercises a level of cross-skilling in technical fields

WAGE GROUP 6

SPECIAL CLASS AEROSPACE TRADESPERSON 3 / AEROSPACE TECHNICIAN 3 /

SPECIAL CLASS AEROSPACE TRADESPERSON

An employee who has completed the following training requirements (or equivalent level of accredited training):

- A. An agreed Post Trade Certificate plus agreed accredited training modules
- B. Successful completion of the first year part-time of an agreed Advanced Certificate
- C. Successful completion of an agreed Advanced Certificate

and who generally works to a level beyond an Aerospace Tradesperson 2 and to the level of training in one or more of the following skills:

1. Sets up and operates sophisticated maintenance production or test equipment involving application of high level computer operating and programming skills.
2. Works unsupervised as necessary.

3. Has design capabilities.
4. Has a high level of knowledge in work organisation.
5. Prepares reports of a technical nature on specific tasks or assignments as directed.
6. Has an overall knowledge and understanding of the operating principles of the systems and equipment on which he/she is required to carry out tasks.

Duties may include:

- exercises advance knowledge and application of other trade skills beyond Aerospace Tradesperson 2
- install, repair, modify, maintain, test, commission, diagnose or fault find complex machinery, equipment or aircraft systems which utilise complex interface of mechanical, electrical, electronic or avionics systems at a level beyond Aerospace Tradesperson 2
- exercises CAD/CAM skills beyond Aerospace Tradesperson 2
- applies advanced CNC techniques in machining, cutting or welding
- hold relevant core and specific group subjects for an Aircraft Maintenance Engineers Licence applicable to the Company's activities in a category other than his/her basic trade and uses those skills

AEROSPACE TECHNICIAN 3

An employee who has an equivalent level of training as a Special Class Aerospace Tradesperson and who has completed the following training requirements and/or demonstrates an equivalent level of experience:

- A. An agreed Post Trade Certificate plus agreed accredited training modules
- B. Successful completion of the first year part-time of an agreed Advanced Certificate
- C. Successful completion of an agreed Advanced Certificate

and who is engaged in one of the following fields:

- detail drafting, involving originality of thought which requires the exercise of judgement and skill in excess of that required of an Aerospace Technician II under the general supervision of technical and/or professional staff
- is engaged in planning or technical duties requiring judgement and skill in excess of that required of Aerospace Technician 2 under the supervision of technical staff
- has training and/or experience of an Aerospace Technician 2 and also exercise a level of cross skilling in technical fields.

WAGE GROUP 7

AEROSPACE TECHNICIAN 4

An employee who has completed the following training requirements and/or demonstrates an equivalent level of experience:

- A. Successful completion the third year part-time of an agreed Associate Diploma
- B. Successful completion of an agreed Associate Diploma

and who, while working under limited supervision, is engaged in the following fields:

- undertakes drafting or planning or technical duties which required the exercise of judgement and skills in excess of that required of an Aerospace Technician 3
- exercises a level of cross skilling in technical fields greater than an Aerospace Technician 3

WAGE GROUP 8

AEROSPACE TECHNICIAN 5

An employee who works under minimal or limited supervision to a level beyond Aerospace Technician IV and who has completed the following training requirements and/or demonstrates an equivalent level of experience:

- A. Successful completion of the fifth year part-time of an agreed Diploma
- B. Successful completion of an agreed Diploma
- C. Successful completion of an agreed Diploma plus agreed accredited training modules

Duties may include but not be limited to:

- perform work requiring mature technical knowledge involving a high degree of autonomy, originality and independent judgement
- look after and be responsible for projects and co-ordinating such projects with other areas of the organisation as required by the operation of the organisation
- be responsible for the co-ordination of general and specialist employees engaged on projects requiring complex and specialised knowledge
- plan and implement those programs necessary to achieve the objectives of a particular project
- in the performance of the above functions, apply knowledge and/or guidance relevant in any or all of the field of designing, planning and technical work as required by the Company's operation
- operate within broad statements of objectives without requiring detailed instructions or
- perform work at the above level of skill in a particular technical field
- have as the overriding feature of his/her employment the ability to perform creative, original work of highly complex and sophisticated nature
- provide specialised technical guidance to other employees performing work within the same technical field

<p>ENGINEER/SCIENTIST 1</p> <p>Performs professional engineering/scientific duties whilst exercising limited individual judgment and initiative. Works under close supervision.</p>	
Knowledge:	Limited use and application of job principles, theories, and concepts.
Problem Solving:	Develops solutions to routine technical problems of limited scope
Discretion:	Follows directions for routine work under close supervision; receives detailed instructions for specific assignments.
Impact:	Contributes to the completion of routine tasks. Failure to achieve results has minimal effect to schedules and programs.
Liaison:	Interacts primarily with immediate supervisor and other personnel within the group.
Typical Educ/Expr:	Bachelor, Master or Doctorate of Engineering or Science degree recognised by professional body representing Engineers and Scientists.
<p>ENGINEER/SCIENTIST 2</p> <p>Performs professional engineering/scientific duties whilst exercising individual judgement and initiative. Works under general supervision. May control small projects and supervise and lead technical staff and less experienced engineers/scientists.</p>	
Knowledge:	Makes use of and applies job practices, techniques, standards, principles, theories, and concepts.
Problem Solving:	Provides solutions to a variety of technical problems of moderate scope and complexity.
Discretion:	Works under general supervision, and no instructions are needed for routine work. Receives general instructions for special assignments. Work is reviewed for sound technical judgment and overall adequacy.
Impact:	Contributes to the completion of specific project milestones. Failure to achieve results, reaching erroneous decisions or making faulty recommendations may cause delays in program schedules and may result in the allocation of additional resources.
Liaison:	Interacts primarily with internal personnel and infrequently with inter-organizational and external customers on routine matters.
Typical Educ/Expr:	Degree and typical experience in an engineering classification: Bachelor's and 2 or more years' experience or a Master's degree with experience. Bachelor, Master or Doctorate of Engineering or Science degree recognised by professional body representing Engineers and Scientists.

ENGINEER/SCIENTIST 3	
Performs professional engineering/scientific duties requiring the application of mature professional engineering/scientific knowledge. Works under general direction. Will lead, coordinate and supervise the work of other professional and technical staff and/or small project teams.	
Knowledge:	Completely understands and applies job practices, techniques, standards, principles, theories, and concepts. Possesses general knowledge of other related disciplines.
Problem Solving:	Provides technical solutions to a wide range of difficult problems. Develops solutions that are imaginative, thorough, practicable, and consistent with organization objectives.
Discretion:	Independently determines and develops approaches to solutions. Receives general direction for work that is reviewed upon completion for adequacy in meeting objectives.
Impact:	Contributes to the completion of specific programs and projects. Failure to obtain results, reaching erroneous decisions or making recommendations would typically result in serious program delays and considerable expenditure of resources.
Liaison:	Interacts frequently with inter-organizational personnel and external customers. Represents the organization by providing solutions to difficult technical issues associated with specific projects.
Typical Educ/Expr:	Degree and typical experience in engineering classification: Bachelor's and 5 or more years' experience, Master's degree with 3 or more years' experience or PhD degree with experience. Bachelor, Master or Doctorate of Engineering or Science degree recognised by professional body representing Engineers and Scientists.

ENGINEER/SCIENTIST 4	
Performs professional engineering/scientific duties involving independence of approach, originality, ingenuity and judgment. Works under minimal direction. Will lead and exercise authority and technical control over a group of professional staff, including multi-functional teams engaged in complex engineering/scientific applications	
Knowledge:	Applies extensive job practices, techniques, standards, principles, theories, and concepts. Has full knowledge of other related disciplines. Recognized as a job expert within the department/organization.
Problem Solving:	Provides technical solutions to complex problems that require ingenuity and creativity.

Discretion:	Exercises considerable latitude in determining technical objectives of assignment. Completed work is reviewed for desired results from a relatively long-term perspective.
Impact:	Guides the successful completion of aspects of major programs and may function in a project leadership role. Erroneous decisions or recommendations may result in failure to achieve major organizational objectives.
Liaison:	Represents the organization as the prime technical contact on contracts and projects. Interacts with senior external personnel on significant technical matters often requiring coordination between organizations.
Typical Educ/Expr:	Degree and typical experience in engineering classification: Bachelor's and 9 or more years' experience, Master's with 7 or more years' experience or PhD with 4 or more years' experience. Bachelor, Master or Doctorate of Engineering or Science degree recognised by professional body representing Engineers and Scientists.

CLERICAL/ADMINISTRATIVE LEVELS

CLERICAL OFFICER 1

Is an adult employee who:

1. Works under direct supervision. This means that the employee receives detailed instructions on the work to be performed and is subject to frequent personal progress checks on the work being performed.

The degree of direct supervision is expected to reduce as the employee gains necessary experience, competency and training.

2. Works within established routines, methods and procedures.
3. Understands the quality requirements of their tasks.
4. Applies basic literacy and numeracy skills essential to their tasks.
5. Operates office equipment (e.g.: fax, typewriter/word processor, photocopier).
6. Is willing to undertake training.

Examples of the type of work which may be performed include:

- checking figures;
- matching documents;
- sorting or filing papers;
- photocopying;
- handling mail;

- repetitive or simple typing on typewriter or work processor.

CLERICAL OFFICER 2

Is an adult employee who:

1. Works under general supervision. This means that the employee:
 - receives instructions on what is required on unusual or difficult features of the work and on the method of approach when new procedures are involved; and
 - is normally subject to progress checks which are usually confined to unusual or difficult aspects of the task; and
 - has the knowledge and experience required to perform the duties usually without specific instructions but has assignment reviewed on completion.
2. Is responsible for the quality of their own work, and may check others.
3. Has oral and written communication skills.
4. May operate multiple pieces of office equipment with high competency; in addition to basic cleaning and maintaining, attends to operating problems.
5. Has a knowledge of the ability to perform specific work system requirements.
6. Has the ability to demonstrate and explain their own tasks to another.
7. Understands the importance of service and therefore can meet internal and external customer requirements.
8. Has a knowledge of the industry and enterprise products and services.

Examples of the type of work which may be performed include:

- reception;
- operation of a switchboard;
- complex work processing/high quality typing;
- complex data entry;
- secretarial duties including shorthand.

CLERICAL OFFICER 3

Is an adult employee who:

1. Works under limited or minimal supervision. This means that the employee:

may be subject to progress checks which will be principally confined to establishing that satisfactory progress is being made; and

may have assignments reviewed on completion.

As the employee gains experience, competency and training the level of supervision is expected to reduce.

2. May participate in team problem solving and/or decision making in relation to operational issues within the work section or other sections.
3. Exercises considerable discretion as necessary within defined limits. This may include limited interpretation of policy.
4. Is responsible for quality of own work and may check the work of others.
5. Prepares reports and may provide advice on work processes and immediate operational issues.
6. Has a knowledge and ability to operate complex office equipment; and/or administer work systems and processes.
7. Provides on-the-job training.
8. Plans own work schedule and may plan others.
9. Delivers internal and external customer service requirements.
10. May be responsible for day to day operational planning and problem solving.
11. May assist in implementing changes to work processes.

Employees at this level may be team leaders, and be responsible for counselling and/or discipline of employees. Examples of the type of work which may be performed include:

- complex accounts payable/receivable;
- complex work associated with payrolls;
- private secretarial/ executive assistance

PART 10 FLEXIBLE WORKING HOURS

1. GUIDING PRINCIPLES

The expectation is that flex employees will support the operational requirements of the organisation in accordance with their role. The parties recognise that “flexible working hours” enable employees’ to meet the expectation of their role whilst providing flexibility to meet work/life balance.

2. ARRANGEMENT

This Schedule is arranged as follows:

2. ARRANGEMENT	94
3.ELIGIBLE EMPLOYEES	94
4.DEFINITIONS	94
5.BANDWIDTH	95
6.OTHER BANDWIDTHS	96
7.CORE TIME	96
8.MEAL BREAK	96
9.CARRY OVER	96
10.SETTLEMENT PERIOD	96
11.CORE TIME LEAVE.....	96
12.CORE TIME/MEAL BREAK	97
13.OVERTIME.....	97
14.OVERTIME BEYOND 10 HOURS CARRY OVER	98
15.LOCAL FLEXTIME ARRANGEMENTS	97

3. ELIGIBLE EMPLOYEES

These “Flexible Working Hours” arrangements are applicable to the following classifications or groups of employees as identified in 5.1 CLASSIFICATIONS AND RATES OF PAY.

- MQE's
- Assistant Technicians - Excludes level 1, 1A and 1B
- Aerospace Technicians
- Clericals
- Engineer/Scientists

4. DEFINITIONS

- 4.1. Bandwidth means the span of time on any day within which an employee may work as part of a flextime scheme.
- 4.2. Core time means the period during the day, including lunch break, when all employees shall perform ordinary duties unless absent upon approved leave or flextime leave.
- 4.3. Flextime periods mean the time spans within the bandwidth and outside the core time when, subject to the provisions of this schedule, an employee may vary his/her time of commencing or finishing duty.
- 4.4. Flex credit means any amount of time per working day which exceeds a standard day, provided that any such time worked as overtime shall not be taken into account.
- 4.5. Flex debit means any amount of time worked by an employee which falls short of a standard day, after any necessary adjustment has been made for any absence on approved leave.
- 4.6. Carry over means the aggregate of time credit/debit hours which an employee has accumulated during a settlement period which, subject to this schedule, the employee may carry over into the next settlement period.
- 4.7. Approved leave means any absence on leave approved by the Company.
- 4.8. Core time leave means any approved absence during core time other than approved leave.
- 4.9. Settlement period means the ordinary working days over which calculations are made to determine flex credit/debit carry over.

5. BANDWIDTH

- 5.1. No bandwidth shall exceed ten hours.
- 5.2. A bandwidth shall be within the times as follows, except where an alternative arrangement has been reached between the union(s) and the Company, as per clause 15 of this Schedule.

	Bandwidth Start	Bandwidth Finish
Day Shift	6:00am	6:00pm
Afternoon Shift	1:00pm	1:00am*
Night Shift	8:00pm	8:00am

* finishing at 1:00am will not be considered as Night Shift in accordance with clause 6.2.1 of the Enterprise Agreement.

- 5.3. A bandwidth has a set start and finish time. No time worked outside this span of hours will be accrued as flexitime. Time worked outside of this span of hours will be paid for as overtime if approved by the employee’s line manager. Wherever possible such approval should be sought in advance of working overtime
- 5.4. Employees will work together with their team members and supervisor/manager to provide support/coverage to meet the Company’s operational requirements.
- 5.5. Based on 5.4, an employee will nominate a start time window such that:
 - (i) It is 1 hours in length.

(ii) It is between the start of the bandwidth of the shift the employee is aligned to and the commencement of core time for that shift.

5.6. An employee's nominated start time window can be altered where necessary in accordance with 5.4 and 5.5 by notifying their supervisor/manager in advance.

6. OTHER BANDWIDTHS

Customer service requirements and operational needs may require flexitime employees to observe other bandwidths in some areas. Employees will be (or have already been) advised if they are affected.

These other bandwidths may commence no earlier than 6.00 a.m. and no later than 8.00 a.m. and will run for 10 hours from the time of commencement unless otherwise advised.

7. CORE TIME

Core time shall be between the hours shown below, except where an alternative arrangement has been reached between the union(s) and the Company, as per clause 15 of this Schedule.

	Core Time Start	Core Time Finish	Core Time Start	Core Time Finish
Day Shift	10:00am	Midday	1:00pm	3:00pm
Afternoon Shift	5:00pm	7:00pm	9:00pm	11:00pm
Night Shift	12:00am	2:00am	4:00am	6:00am

8. MEAL BREAK

All employees should take a meal break no less than five hours after commencement of duty. It shall be no less than 30 minutes and should not extend for more than one hour.

9. CARRY OVER

9.1. An employee may carry over a maximum of ten (10) hours flex credit accumulated in any settlement period into the next settlement period.

9.2. An employee may carry over a maximum of ten (10) hours flex debits accumulated in any settlement period into the next settlement period.

9.3. Unless agreed between the Company and union concerned a debit should not be carried over two settlement periods.

9.4. Where an employee in excess of ten (10) hours flex debits in any settlement period, the excess hours should be deemed leave without pay.

10. SETTLEMENT PERIOD

The settlement period for flexitime schemes shall be aligned to a calendar month.

11. CORE TIME LEAVE

11.1. In any settlement period in addition to normal authorised leave an employee may take approved core time leave providing it does not exceed the core time for two days, normally four (4.0) hours for each day. Core time leave may be used to provide a full day's absence or part day absences during the settlement period.

11.2. Except where the Company, having regard to operational requirements determines otherwise, core leave may only be taken where an employee has sufficient credit to cover the core time absence. This would not prevent employees going into debit as a result of a full day's absence.

11.3. Where a rostered day off falls in any settlement period, employees wanting to take core time leave must take that leave coinciding with the rostered day off.

11.4. In a calendar year (January to December) in addition to the above and any normal authorised leave an employee may take additional approved core time leave providing it does not exceed the core time for two days, normally four (4.0) hours for each day. Core time leave will be used to provide a full day's absence.

12. MEAL BREAK

A meal break shall be for a minimum of 30 minutes.

13. OVERTIME

Overtime, if approved, may be worked as a result of going beyond the 10 hour bandwidth in any one day or may be approved as a result of going beyond the 10 hour carry over allowance in any settlement period.

13.1. Overtime Beyond the 10 hour Bandwidth

On a daily basis overtime will be worked, if approval is given, when an employee works beyond 10 hours (measured from the employee's actual starting time) or beyond the shift bandwidth, whichever is the earliest.

In such cases overtime will be paid from the time the employee has completed 7.6 ordinary hours of work (or from the end of the bandwidth for the shift if a 7.6 hour day has not been completed by then) until the completion of work on that day.

The employee may choose to have any approved overtime accrued as a flex credit in lieu of overtime payment.

14. OVERTIME BEYOND 10 HOURS CARRY OVER

If at the end of a settlement period an employee has exceeded 10 hours flex credit with the approval of his or her manager that the excess time worked is overtime then it will be paid at the rates of time and one half (excess hours X 1.5)

15. LOCAL FLEXTIME ARRANGEMENTS

15.1. The Company and unions may enter into local agreements on the operation of flextime that varies from the terms and conditions in relation to bandwidth, core time, settlement period or debit/credit carry over in any establishment or any part of an establishment which varies from the terms and conditions of this Schedule in relation to bandwidth, core time, settlement period or debit or credit carry over.

15.2. These local agreements or arrangements which include agreements already entered into at the time of making of this Agreement shall only be altered by agreement of the parties.

PART 11 REDUNDANCY PROCESS

11.1 OBJECTIVE

The objective of any Redundancy Process is to effect a fair and orderly reduction in workforce numbers such that the Company retains all the necessary skills to continue its operations in a viable manner for the benefit of both organisation and the remaining employees. At the same time the process attempts to minimise the impact of redundancies on all concerned and treat those employees identified as redundant with dignity and compassion.

Consultation between the Company, employees and the unions represented on site is an integral part of achieving those objectives.

The purpose of this consultation is:

- To minimise the loss of jobs
- To allow for an objective process to identify redundant jobs.
- To retain all necessary skills to perform current and future workload requirements.

11.2 SELECTION OF REDUNDANCY

If a redundancy program is undertaken by the Company, it is anticipated there will be four types of redundancy occurring:

a) Voluntary Redundancy

Where assessment of volunteers determines that they do not possess knowledge, skills or attributes required by the Company then those employees will be allowed to take voluntary redundancy. This process is outlined in Attachment 1 to this Appendix.

b) Job Redundancy

Where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision leads to the termination of employment of the employee then the employee(s) in that function(s) are consequently redundant.

c) Job Amalgamation

Where a job function(s) is amalgamated with another (others), then the employees in those functions are technically redundant. In order to minimise the impact of those redundancies it is proposed that the redundant employees would be interviewed for placement in the newly created position(s) should they wish to be considered. No other applications for this position would be considered.

If none of the redundant employees wished to be considered for the new position then the job would be held open for applications from other surplus employees.

d) Redundancy by Work Area

Where the Company determines that it needs to reduce the overall numbers in a designated work area (a "Work Assessment Group") then it will not be possible to identify a specific individual whose job has disappeared. In this event the Company will apply a process to assess the group of employees against pre-determined criteria to identify those least suitable for the job.

At the conclusion of the assessment exercise the Company will have a ranking of employees and will have determined the number at the bottom of the list that will be made redundant.

The Company has developed a KSA process to assess employees' Knowledge, Skills and Attributes. This process is outlined in Attachment 2 to this Appendix. A Final Review/Appeals Process for the KSA process is outlined in Attachment 3 to this Appendix.

11.3 STEERING COMMITTEE

A joint union/management Steering Committee will oversee the Redundancy Process.

This Committee would consist of an Organiser of the AMWU and APESMA; a maximum of five delegates or other employee nominated representatives, eight representatives of the Company and a minute secretary.

PROCESS PRINCIPLES

11.4 PROCESS CONTINUITY

It is important that each assessment group session continue for as long as possible to try and complete the Work Assessment Group in one sitting if possible.

Once the KSA process is complete, the scores will remain valid for 12 months from the date of completion of the Assessment Panel and signed score sheet.

11.5 TRAINING

Each panel member will attend training and level set of the use of the KSA tool prior to participating in the panel assessment.

11.6 CONFLICT OF INTEREST (COI)

This clause is applicable only to the redundancy process

Participants in the redundancy process will declare any conflicts of interest to be managed during the redundancy process, prior to or as soon as identified by any parties to the conflict.

A participant has a Conflict of Interest (COI) when involved in an activity, or has a personal or financial interest in an activity, that would cause a reasonable person with knowledge of the relevant facts to challenge the participant's impartiality when performing duties and responsibilities.

As a principle any participant with a conflict of interest will be unable to participate in or observe activities that are related to the conflict of interest.

ATTACHMENT 1 VOLUNTARY REDUNDANCIES

If the voluntary redundancy applications are called for, the Company will, on request, provide employees with indicative details of the value of their redundancy packages calculated to a particular point in time. The Company will also arrange for a presentation to interested employees from a reputable financial services organisation. Employees will also be able to make more detailed enquires by nominating to attend one on one sessions with the financial advisers, to be held on site.

STEP 1 Volunteers will be called for within a nominated timeframe. A list of Volunteers will be provided to the Steering Committee.

- STEP 2** The process for selecting employees for redundancy will be carried out.
- STEP 3** The Steering Committee will discuss the list of volunteers and those selected for retrenchment and consider the possibility of their release.
- STEP 4** Management will assess the list of volunteers to determine those who will be accepted for redundancy.
- STEP 5** Successful volunteers will be informed and will be able to leave the Company at the earliest practical date.

Management at all times reserves the right to determine whether or not an application by a volunteer will be accepted.

ATTACHMENT 2 KSA PROCESS

- STEP 1** For each employee in a Work Assessment Group a panel of assessors will be identified consisting of a Chairperson, each employee's immediate manager, and at a minimum a secondary manager. A Human Resources observer and a union observer will also be present during the KSA assessment. These identified managers will be known as the Panel Members and will form the Assessment Panel.
- STEP 2** List of names of employees in Work Assessment Group is distributed to Assessment Panel in review order. Each employee who is subject to a Work Assessment Group under this KSA process will have the right to have known to them exactly who will be judging / assessing their respective scores. i.e., Panel Members. In this case, the employee must ask for this information before it can be provided to them.
- STEP 3** Panel members record initial rating of employee prior to convening discussions as an Assessment Panel.
- STEP 4** Immediate Manager leads discussion of employee's KSAs.
- STEP 5** All panel members contribute to discussion (including Chairperson where appropriate)
- STEP 6** Discussions held to achieve consensus.
- STEP 7** Once the consensus score is reached, the score is recorded by the Chairperson. Panel members confirm the scores recorded by the Chairperson as correct.
- STEP 8** HR and subject to employee consent, union observers to be informed of the identity of the individual at the conclusion of his/her assessment.
- STEP 9** Upon completion of each panel sitting, panel members sign their own score sheet to indicate completion.
- STEP 10** Upon completion of each panel sitting, observers will be given the opportunity to record any relevant notes on the score sheet or cross reference to their own notes as applicable. Observers will then also sign off score sheet to confirm their presence.
- STEP 11** HR ensure no individual takes any record of scores from the room in either their notes or their rough score sheets. All such information is gathered by HR. The official score sheet held by the chairperson, with the appropriate signatures, is given to HR.

STEP 12 HR collate the scoring data for each Work Assessment Group, rank the employees and determine the cut off point by reference to the number of redundancies identified for that Work Assessment Group.

STEP 13 Where a number of individuals on the same score fall across the cut off point, HR will re-convene the assessment panel to differentiate between those employees. These individuals will be rated against each other on each of the selection criteria by utilising a numbering system from 1 to the number of employees in the group (e.g. 4 employees will be rated 1 to 4, 10 employees will be rated 1 to 10). All other aspects of the process will be as above and HR will again gather and collate the results.

ATTACHMENT 3 FINAL REVIEW/APPEAL PROCESS

STEP 1 HR will provide the Steering Committee with the ranking of employees in each work assessment group (no scores) and identify the cut-off line for those to be retrenched.

STEP 2 Discussions will take place based on the notes of observers to the assessment process and the ranking will be reviewed and varied if necessary.

STEP 3 Advise individuals at the bottom of each ranking of their position and where asked for, provide the individual their score and confirm that they are on the preliminary list for redundancy. Advise that if the Company goes ahead with the redundancy then it will be from a defined date. Collect, employee ID, property clearance, provide employee with package details, provide employee with outplacement assistance details..

STEP 4 All employees have the right to review the grounds for their redundancy. Within 48 hours, the employee has the opportunity to:

a) Appeal and Additional Information

An employee may seek to appeal the process of selection and provide any additional information they wish the Company to consider in relation to their initial identification. This additional information need not be limited to items relating to skills and competencies and may include other matters considered relevant by the employee.

b) "Mix and Match"

"Mix and match" may allow an employee who is initially selected for redundancy by the Company to be substituted by a later volunteer. The option of mix and match may provide the opportunity for employees not nominated for redundancy, who may desire to avail themselves of redundancy, to indicate that they wish to be considered as an alternative to employees already nominated via a process of "mix and match".

The "mix and match" process is designed to mitigate the effect of redundancies and may include retraining. This process will be carried out on the basis of an objective assessment of the skills required to ensure the new organisation operates efficiently, effectively and productively.

Should an employee be retained following a mix and match process then be made redundant in a future round of redundancies then the employees redundancy package will be calculated to include a pro-rata rate of pay for service in both the employees role prior to the mix and match and the employees subsequent role after mix and match.

“Mix and match” is subject to Company approval on each individual basis and paramount in consideration is the skills/competency of employees needed by the Company to ensure the long-term survival of the business.

If the employee exercises the above then the Company will establish a date for hearing of the final review/appeal.

Employee to be sent home on pay until confirmation of redundancy or removal from the redundancy list.

If the employee does not appeal, provide additional information or request mix and match the employee will be, advised of their final pay calculated and defined date.

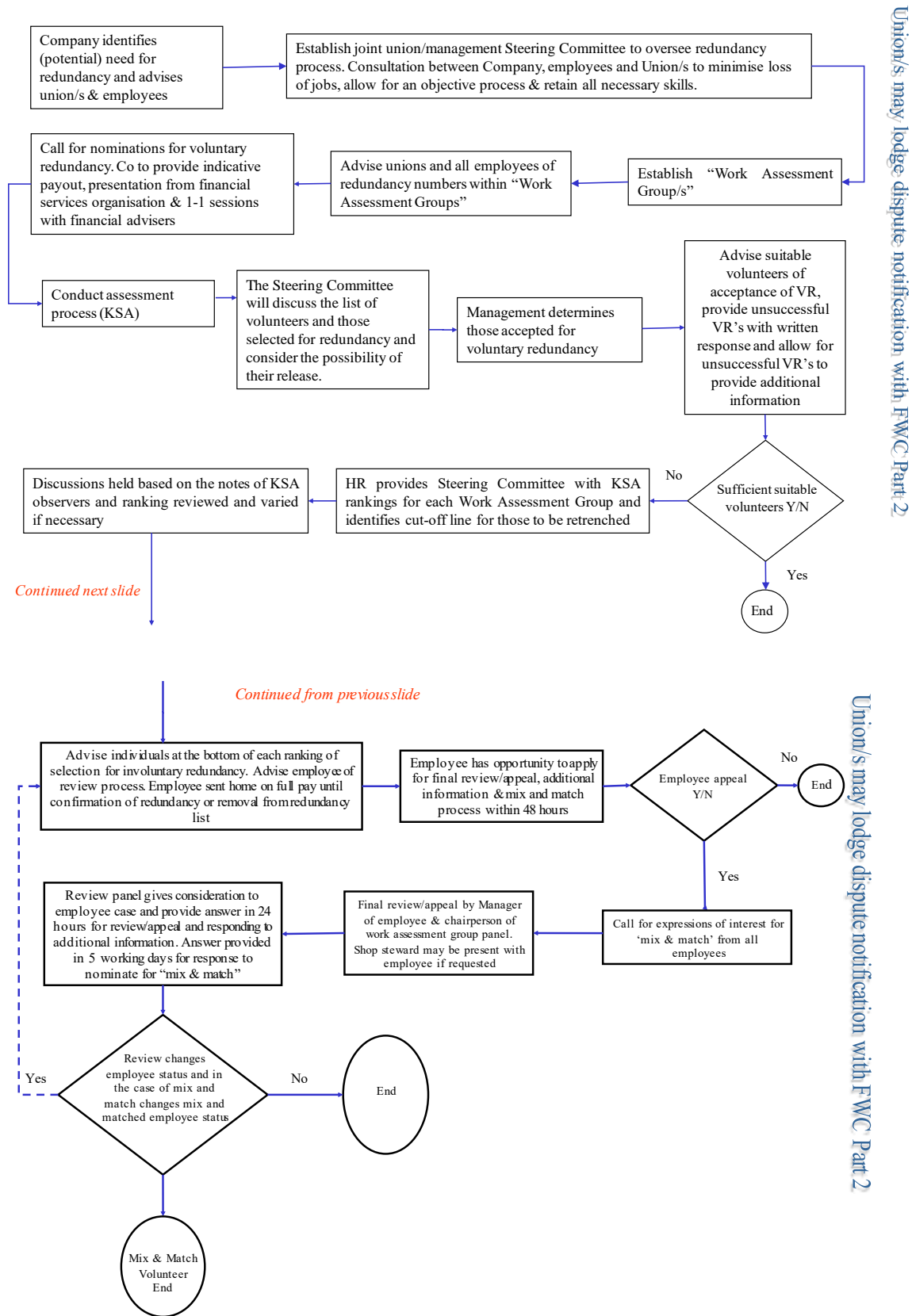
STEP 5 The review/appeal panel to be made up of the employees Senior Manager and Chairperson of work assessment group panel. Delegates may be present with employee if so requested.

STEP 6 The panel will give consideration to each individual employee case and provide a response in line with the following timeframes:

- a) review and/or provision of additional information within 24 hours,
- b) reviewing a mix and match program within 5 working days.

STEP 7 Finalise pay and other details for those unsuccessful in review, provision of additional information, and/or mix and match and those who do not attend review.

Where an appeal is successful and an employee is removed from the preliminary list for redundancy then HR will identify the next employee from the KSA rankings to go onto the preliminary list and the final review/appeal & mix and match processes will be applied to that employee.



PART 12 LETTER OF GUARANTEE

Date: 10th April 2018

The Boeing Company will ensure that in the event of the:

- (a) insolvency of Boeing Aerostructures Australia Pty Ltd (**BAA**); or
- (b) closure of the BAA site at Fisherman's Bend, Port Melbourne (**Site**),

each employee covered by the enterprise agreement between BAA and applicable employees at the Site, as proposed at the date of execution of this guarantee (**Proposed EA**), will on termination of employment or a transfer of employment, to the extent permitted by law receive their full employment entitlements earned and payable under the Proposed EA and/or pursuant to statute (including annual leave, long service leave, notice payments and redundancy pay) and outstanding wages.

The Boeing Company's obligations pursuant to this guarantee:

- a) cease in relation to BAA if BAA ceases to be a related company of the Boeing Company.
- b) are conditional on the approval by the Fair Work Commission and continuing operation of the Proposed EA, provided that the Boeing Company may agree by notice in writing to extend the operation of this guarantee to further approved enterprise agreements on such terms as it sees fit.

The Boeing Company's obligation to make a particular payment to a particular employee is conditional upon the employee signing any document reasonably required by the Boeing Company for the purpose of facilitating payment, ensuring that tax is appropriately withheld and remitted and other statutory obligations are met.



FOR: James P. Ockerman
Vice President – Manufacturing & Safety
Fabrication
The Boeing Company



FOR: Tara Lee McCormick
Director Human Resources
Fabrication
The Boeing Company

PART 13 110% AEROSPACE TRADESPERSON RECLASSIFICATION ASSESSMENT

RECLASSIFICATION ASSESSMENT REVIEW PROCESS

Applications for Reclassification are open from 1st January - 30th September each year.

When an employee wishes to have their classification assessed, the Reclassification Assessment Request form needs to be completed as follows:

The employee is to fill out Box 1

The employee is to fill out "Attachment 1" (**Reclassification Assessment Request**) and provide supporting evidence in relation to the "Common Standards". The "Common Standards" are listed on the **Reclassification Assessment** section of this document.

Optional – The Training Department is available for pre-assessment consultation. This will assist the employee to understand what supporting evidence is required for each Common Standard.

The Manufacturing Lead and Manager counter sign Box 2 as a verification that the duties listed in Attachment 1 are accurate and that the requirements of IS003 are met (e.g. The operator must have held a "C" Stamp for the last six months without any demerit points or cautions).

The employee lodges their **Reclassification Assessment Request** (with supporting documentation) to the Human Resources Department. Human Resources must sign and date the receipt of the **Reclassification Assessment Request** and provide the employee with a copy.

Assessments will commence 1st April, 1st July and 1st October each year. The employee will be provided with an outcome from the Review Panel 1 month after the assessment.

Successful applicants will be reclassified from the date they lodged the **Reclassification Assessment Request** with Human Resources.

If unsuccessful, the employee is unable to reapply for reclassification for 6 months from the date they lodged the **Reclassification Assessment Request** with Human Resources.

Box 1: Employee Details.

Employee Name: _____

Employee Number (BEMS ID): _____

Cost Centre: _____

Current Classification: _____

Pre-assessment Consultation: _____

(Optional) (Date) (Training Department Signature)

Box 2: The duties listed in Attachment 1 are accurate.

Manufacturing Lead _____
(Print Name) (Signature)

Manager _____
(Print Name) (Signature)

Box 3: Human Resources to complete.

Human Resource: _____
(Print Name)

(Signature) (Date)

ATTACHMENT 1:

RECLASSIFICATION ASSESSMENT REQUEST

The employee is to fill out "Attachment 1" and provide supporting evidence in relation to the "Common Standards". The "Common Standards" are listed on the **Reclassification Assessment** section of this document.

Employee Name: _____

Employee Signature: _____

Employee Number (BEMS ID): _____ Date: _____

ATTACHMENT 2:

RECLASSIFICATION ASSESSMENT							
COMMON STANDARDS ACCROSS BOEING AEROSTRUCTURES AUSTRALIA MANUFACTURING CENTRES – FISHERMANS BEND							
AWARD CLASSIFICATION: AEROSPACE TRADEPERSON 2 WAGE GROUP 5 110% / W5A	RATINGS						REVIEW PANEL COMMENTS
	0	1	2	3	4	5	
Works with limited supervision Eg. Competently works on most jobs independently and makes contact only when necessary.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Train others Eg. Structured OTJ and/or (class room) by using a training check list or shop aids.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
D' stamp Successfully completed required Quality Modules, awarded & uses "D" stamp within 3mths of being re-classified	Yes / No						
Undertakes basic planning tasks. Eg. Ability to recommend operational sequence and Methods of manufacture.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Competent in performing all tasks within work area (within the same stream) and a small level of cross training, including repairs. Eg. Basic cross skilling ie take on task of releasing shop orders.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Perform basic PC skills for input or retrieval of data. Eg. SPC Data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Assist ML to organise work plans and resources. Eg. Able to prioritise and make suggestions that utilise resources to achieve maximum efficiency.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Undertaking basic maintenance tasks, when practical. Eg. Maintain hoses etc, repair a trolley/racks etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Develop manufacturing techniques Eg. Streamlining methods. Suggesting improvements to achieve project efficiency.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Design/Manufacture tooling & equipment Eg. Drill jigs, fixtures, one off aids for repairs etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Manufacture tools/equipment for repairs or modifications using drawings or sketches. Eg. Working from minor tooling requests & TRJ.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Good Interpersonal Skills Eg. Ability to liaise with Team Members, ML's, MQEs / Engineering & Technical Personnel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Undertaking Basic Estimating Tasks Eg. Determining approximate times, material requirements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Attitude Assessment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Productivity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Performance on the job	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Quality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
RECLASSIFICATION SUCCESSFUL	<input type="checkbox"/>						
RECLASSIFICATION UNSUCCESSFUL	<input type="checkbox"/>						
REVIEW PANEL:							
_____ Training Department (Name, Signature and Date)							
_____ Manufacturing Lead (Name, Signature and Date)							
_____ Manager (Name, Signature and Date)							

PART 14 ASSESSMENT CRITERIA 110% TO 115%

Assessment for Transition from 110% to 115%

RATING SCALE

Currency Rating	Performance Rating	Description
1. never	marginal	newly appointed or having difficulty, requiring constant guidance. Never performs the function
2. rarely	adequate	able to meet most key job requirements, but needing regular guidance and assistance. Is capable but rarely performs the function.
3. sometimes	competent	successfully meeting key job requirements with little need for guidance. Carries out the function as required.
4. often	commendable	is exceeding key job requirements on a consistent basis. Carries out the function regularly and without being requested.
5. always	outstanding	making a significant contribution to the business in excess of normal job requirements at all times.

This table is representative of the level of performance for the item being assessed and how often the individual undertakes the function. It is expected that at 115% the persons would achieve the currency and performance levels indicated for each assessment item.

Notice to assessors

Assessors will be required to use discretion when conducting assessments, as opportunity to conduct some activities may be limited. For example, a person may be involved in reprogramming the autoclave, which is a highly complex task that would be undertaken infrequently. This would be rated the same as, a person who undertook less complex tasks on a more frequent basis.

	YES	NO	COMMENTS
1. Qualifications			
An employee who is undertaking or who has completed training toward an agreed relevant post trade certificate (or equivalent level of accredited training) and generally works to a level beyond Aerospace Tradesperson 1. This is mandatory. It is understood that an RPL process may need to be initiated to demonstrate qualification equivalence.			

2. Work with others and in Teams		
	Currency	Performance

	never	rarely	sometimes	often	always	marginal	adequate	competent	commendable	outstanding	COMMENTS
Participate in team planning											
Develop team commitment and co-operation											
Manage and develop team performance											
Participate in and facilitate work team/group											
Level achieved should be sometimes and competent											
3. Good personal and interpersonal skills											
Currency						Performance					
	never	rarely	sometimes	often	always	marginal	adequate	competent	commendable	outstanding	COMMENTS
Manage self											
Set and meet own work priorities											
Develop and maintain professional competence											

Level achieved should be sometimes and competent											
--	--	--	--	--	--	--	--	--	--	--	--

4. Participate in formal interviews and negotiations with internal and or external customers and suppliers.											
	Currency					Performance					
	never	rarely	sometimes	often	always	marginal	adequate	competent	commendable	outstanding	COMMENTS
Identify and source information needs											
Collect, analyse and report information											
Prepare resource material proposals											
Plan to meet internal and external customer requirements											
Ensure delivery of quality products and services											
Level achieved should be sometimes and competent											

Research and conduct training courses for shopfloor and classroom presentation											
	Currency					Performance					

	never	rarely	sometimes	often	always	marginal	adequate	competent	commendable	outstanding	COMMENTS
Create learning opportunities											
Facilitate and promote learning											
Monitor and improve learning effectiveness											
Level to be achieved should be competent											

Notice for assessors—As this system has been recently re-established at BOEING AEROSTRUCTURES AUSTRALIA, applicants will be provided with information in relation to the training system in the form of a mini-guide for training. It is expected that applicants will be familiar with the training process described within the mini-guide for training, and that assessors will seek information in relation to the process. It is an expectation of a person operating at 115% to research and conduct training courses. Where required, trainer training will be provided by the Company as future applications are identified.

Agreed that currency for these criteria should be a knowledge of the mini guide and processes defined within.

6. Is involved in a broad range of complex, non-routine activities in a wide variety of contexts			
	YES	NO	COMMENTS
Involved in a broad range of complex, non-routine activities in a wide variety of contexts.			
Examples: Lean manufacturing Ergonomic exercise leader Occupational Health & Safety breach investigations Audits			

Member of a committee eg emergency response team training committee working parties consultative committee EBA committee interview panels assessment committee			
For assessment purposes one example or an equivalent alternative will be utilised.			

Notice for assessors.

Examples other than those listed may be considered

Night shift applicants will be considered on a case by case basis

Examples would generally relate to activities outside an individual’s work area, participating in non-technical activities.

7. Provides technical guidance and support to non-routine and contingency situations											
	Currency					Performance					
	never	rarely	sometimes	often	always	marginal	adequate	competent	commendable	outstanding	COMMENTS
provide technical solutions eg. tooling design equipment maintenance repair centre new project set-up											

bid preparation											
troubleshooting											
planning, flow charting and fault diagnosis											
For assessment purposes two of the examples or an equivalent alternative will be utilised— Level achieved should be sometimes and competent											

8. Use of technology through understanding its' principles and a practical ability to adapt the technology to new situations.											
	Currency					Performance					
	never	rarely	sometimes	often	always	marginal	adequate	competent	commendable	outstanding	COMMENTS
The skills required for these technologies would include programming and development of new applications. Examples: programming PC skills (minimum 3 programs, eg word, excel, PowerPoint) laser projection											

measuring systems (CAT)											
wheatstarch machine											
autoclave											
machining centres											
processing line transporters											
core carver											
NC cloth cutter											
faro arm											
laser tracker											
water treatment plant											
robotics											
For assessment purposes two of the examples or an equivalent alternative will be utilised— Level achieved should be sometimes and competent											

9. Problem solving to achieve continuous improvement through critical thinking											
	Currency					Performance					
	never	rarely	sometimes	often	always	marginal	adequate	competent	commendable	outstanding	COMMENTS
Implement continuous improvement											

systems and processes											
Monitor, adjust and report performance											
Consolidate opportunities for further improvement eg											
job techniques manning estimating design and manufacture of shop floor aids safety quality budget manufacturing hours cycle time planning											
For assessment purposes tow of the examples or an equivalent alternative will be utilised— Level achieved should be sometimes and competent											

PART 15 HEAT STRESS POLICY & PROCEDURE

15.1 POLICY

- Boeing Aerostructures Australia (BAA) will strive to minimise any negative health effects of Seasonal Heat on affected employees.
- The Heat Stress Policy will not adversely impact employee Health and Safety whilst attempting to cause minimal disruption to the Business.
- Boeing Aerostructures Australia will implement a Risk Assessment and structured incremental Risk Mitigation strategy to Seasonal Heat, in line with Vic WorkSafe recommendations and legislative requirements.
- Any employee that feels ill or stressed (at any temperature) should approach their Supervisor for support and assistance regardless of this Policy and Procedure.
- Employees must remain onsite when the temperature in their work area reaches 36 degrees or above.

15.2 SCOPE

This Policy applies to Boeing Aerostructures Australia Fishermans Bend.

15.3 PROCEDURE

This procedure adopts the Risk Management strategy of:

- Risk Identification
- Risk Assessment
- Risk Control

15.3.1 Risk Identification

The Company will undertake a Risk Analysis of all areas on site. This study will consider the likelihood of work areas being exposed to excessive Seasonal Heat and the possible consequences of such exposure to individuals working in those specific areas.

The device used to determine the temperature at BAA FB is the Thermal Hydrograph.

Annual Risk Analysis

On an annual basis, and before the month of October each year, the Company will conduct a Site Risk Analysis. It will review the previous years' Risk Analysis data and determine the need for a further Risk Analysis based on any change of circumstances to the previous year (i.e. physical inspection in first year and desk-top assessment in subsequent years depending on Plant changes).

The Risk Analysis will consider a wide range of factors that may impact on an individual's exposure levels. Considerations are to include:

Type	Example
Indoor / Outdoor	People working outdoors are also exposed to radiant heat from the sun which needs to be included in the risk assessment
Air Flow	Air speed/air circulation aids in evaporative cooling to reduce operator's core temperature
Air Temperature	Exposure to high air temperature over a period of time can cause heat related illness
Humidity	Is the moisture content in the air. The higher the humidity the less evaporative cooling occurs
Heat Sources	Radiant heat sources such as the sun, hot pipes, ovens
Physical Work	Strenuous or light physical work as defined by ISO 7243
Work Practices	Procedures, cool environment work to hot environment

Table 1 – Risk Considerations

Incidental Risk Analysis

Where a weather forecast is for temperatures to reach and or exceed 30 Degrees on a given day, the OH&S representative and/or Supervisor in the work area should monitor the work areas thermal hydrograph every hour and report to the Manager or Supervisor as soon as possible when the temperature reaches 30 degrees.

Both Site and Incidental Risk Analyses will incorporate the following parameters:

- Consultation

The Company will involve OH&S Representatives from affected work areas when undertaking the Risk Analysis.

- Documentation

A Site Risk Analysis checklist will be developed and this will be completed each time the annual Risk Analysis is conducted. The personnel required to undertake the workplace monitoring will document the readings and display the results in the local area.

- Incident Data

Risk Analyses will consider previous incidence of injuries and illness resulting from exposure to Seasonal Heat conditions.

15.3.2 Risk Assessment

After having identified potential risks, the Company will arrange for each Risk to be assessed to determine the severity of that risk.

The risk assessment will identify the following risks:

- Sources of heat
- Nature of work undertaken
- Duration of exposure to heat
- Ventilation

Physical condition and capability of the worker

The likelihood of that risk leading to an impact on the health of affected employees will be determined. In making that assessment of risk, the factors shown in Table 1 (above) should be evaluated.

The Company will ensure that serviceable Dry Bulb thermometers are available on site.

15.4 RISK CONTROL

The Company will attempt to eliminate the risks associated with Seasonal Heat.

Where the Risk Analysis has identified an area as having potential risk during periods of excessive seasonal heat, the Company will develop a Risk Control Plan for each area.

Risk Control Plans will:

- Identify the type of exposure to the heat source, and
- Establish preventative strategies for each exposure type.

Risk Controls include the possibility of:

- Isolating the workers from the heat source
- Removing heat by exhausts
- Fans to circulate the air
- Use equipment to reduce physical exertion
- Insulate hot equipment
- Rotate work
- Provide cool drinking water that is readily accessible

Risk Control Plans will adopt the above strategies in the first instance. When these are not sufficient in reducing employee heat stress to a sufficient level, the Company will initiate Work/Rest and Alternative Work regimes

Work/rest Regimes

The following table details the work/rest regimes for employees who are exposed to seasonal heat. The temperatures stated in this table are based on normal (air) temperature using a dry bulb thermometer.

Duration of rest break within each hour when the temperature reaches and/or exceeds temperature shown	Temperature (Celsius)
75% Work 25% Rest	30 degrees
50% Work 50% Rest	32 degrees
25% Work 75% Rest	34 degrees
0% Work 100% Rest	36 degrees

The above stated temperatures are based on the temperature of the working environment (i.e. they do not apply to persons working in environments less than 30 degrees Celsius).

How Work Rest and Alternate Work Regimes are applied

- Where a rest break is to be taken as a result of the Work/Rest Regime, it will be taken on the hour, every hour, whilst the Work/Rest regime is applicable.
- Where a meal/tea break occurs within the hour where a rest break has been allocated, this time should be included within the rest period allocated.
- Generally, overtime will not be worked whilst a Work Rest regime is active. However, if it is necessary for operational requirements, the Work Rest regime will be applied. The need for overtime to be worked will be at the discretion of the Program Manager.

Employee Training

The Company will provide training to employees and managers on the procedure and the risks associated with working in hot and cold environments.

Health Effects

Employees are responsible for reporting any symptoms associated with a heat related illness to their Supervisor and then the Site medical centre immediately.

PART 16 ENGINEERING/SCIENTIST CLASSIFICATION STANDARDS

16.1 PURPOSE

In conjunction with Part 9 and the Company's Reclassification Policy (IS201-3), this appendix outlines the processes for assigning an employee's initial classification and any subsequent reclassifications when employed within the Engineer/Scientist classification structure under this Agreement. It provides descriptions for the sub-classifications (A through D, as applicable) within each level referred to within Part 9.

16.2 SCOPE

The technical disciplines (job function), under which an Engineer/Scientist classified employee shall be engaged are:

Design

Manufacturing

Mechatronics

Structural Analysis

Materials and Processes

Industrial

MRB/Liaison

Tooling

Quality

Test

Research - Composites

Research - Automation

For each technical discipline, there are specific;

level descriptors,

applicable skills, and

matrices (establishing number of skills to be acquired)

These are contained in Part 9 of the Integrated Classification Structure. In some cases there may be other specialised skills/competencies that may be considered applicable from other BAA technical disciplines and/or the SJC/IJC categories. These classification standards recognise individual flexibility may be required to avoid disadvantage, and therefore an employee may replace up to two technical skills in their discipline, or up to three technical skills where the number of

required skills is 20 or greater, where they have gained that skill through work performed and there is a business need for those skills to be used and developed.

The above technical disciplines, including their level descriptors, applicable skills, and matrices shall be reviewed jointly by the parties in accordance with clause 1.8 (Introduction of Change), 1.9 (Consultation), and 1.14 (Continuous Improvement) of this Agreement. Changes shall only be made by agreement between the parties.

16.3 ALIGNMENT OF BAA ENGINEER/SCIENTIST LEVELS TO SJC/IJC LEVELS

Salaried Job Classification (SJC) and International Job Classification (IJC) are Boeing-wide definitions. The BAA Engineer/Scientist Levels are aligned to respective SJC/IJC Level, e.g. a BAA Engineer/Scientist Level 1=SJC/IJC Level 1

16.4 RECLASSIFICATION REQUIREMENTS

16.4.1 Responsibilities

The overall responsibilities in the Engineer/Scientist reclassification process are the same as in the general BAA reclassification Policy IS 201-3.

Additional Documentation

16.4.2 In addition to the proforma in IS201-3, the following additional documentation shall be supplied by the applicant as part of any reclassification request:

1. A self assessment of skills per the relevant descriptors.
2. A self assessment of behavioural attributes per section 16.4.3, with supporting evidence.

16.4.3 Behavioural Attributes

Behavioural attributes, as well as application of technical knowledge and skills, will be a consideration within the reclassification process. Assessments shall be conducted using the Boeing Performance Values. Of the 10 values defined, it was determined the following 6 shall be assessed as part of a the reclassification process:

Problem Solving	Communication
Quality	Leadership
Customer Satisfaction	People Working Together

16.5 LEVEL DESCRIPTORS, APPLICABLE SKILLS, AND MATRICES FOR EACH TECHNICAL DISCIPLINES

16.5.1 All Disciplines

16.5.2 Progression Matrix

A common progression matrix defining the mix of skills appropriate for progression between skill levels is used across all disciplines.

BAA EBA Classification												
Skill Level	1A	1B	2A	2B	2C	3A	3B	3C	3D	4A	4B	4C
Advanced												0.40
Extensive									0.33	0.67	0.80	0.60
Complete						0.33	0.67	0.80	0.67	0.33	0.20	
General			0.33	0.67	0.80	0.67	0.33	0.20				
Basic		0.90	0.67	0.33	0.20							

16.5.3 Applicable Skills

Each discipline defines the skills normally applicable for each level at BAA. An N/A signifies not generally required at a particular competency level by BAA, although there may be occasions where this competency level is held or used at BAA. 80% of the total of normally applicable competencies is used to determine the number of competencies required to progress between levels.

16.6 DESIGN

16.6.1 Discipline Definition.

Develops, integrates and documents structural and interior payload system requirements to establish the system design. Develops, maintains and modifies structural and interior payload system and component designs, using 3-D Computer Aided Design tools and/or other design methods, to provide product definition to other engineering groups, production operations, suppliers and external customers throughout the product lifecycle. Performs, integrates analytical and test results to validate and verify systems and components meet requirements and specifications. Manages supplier development, test and production activities and coordinates with the supplier to optimize the design and achieve program goals. Develops new design/analysis processes and tools to improve the effectiveness, quality and efficiency of the development effort. Investigates emerging technologies to develop concepts for future product designs to meet projected requirements.

16.6.2 Competencies

Design competencies are derived from SJC Skill code 6G5C, subgroup 647.

Design		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Aircraft Structure	Knowledge of aircraft structure, materials strengths and properties, design criteria, loading conditions, and processes					N/A
Assembly Process	Knowledge of assembly and production processes, manufacturing capabilities (e.g., composites, structures), and data needed for defining delivery configurations (e.g., design definition, program directives, engineering drawings, change memos, functional tests, supplier data). Ability to differentiate production (manufacturing) processes and requirements from in-service procedures and requirements.				N/A	N/A
Computer Aided Design Tools	Knowledge of computer aided design tools and systems (e.g., computer aided design/computer aided manufacturing (CAD/CAM), computer aided three dimensional interactive (CATIA)). Able to manipulate data sets, (e.g., compare CATIA to measurement data, create stereo lithography files).					
Configuration/ Data Mgmt	Knowledge of drawing/data systems (e.g., ""used on"" drawings, part relationships, product data management) and configuration management principles and processes (e.g., part number control, revision level, naming conventions, product identification numbering systems).				N/A	N/A
Design / Produce Process	Knowledge of Boeing design, production, and build processes (e.g., maintenance access solid, dependability cost model, produceability trade offs) to effectively influence product design.					N/A
Design Concepts & Techniques	Knowledge of design concepts and techniques (e.g., concurrent engineering, Design for Manufacture/Assembly [DFM/A]).					N/A
Engineering Drawings and Specs	Ability to read, understand and interpret engineering technical information (e.g., drawings, handbooks, industry standards and specifications).					N/A

Design		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Structural Design	Knowledge of structural design principles and practices from requirements generation to production and product support.					N/A
Analysis/Design Optimisation	Ability to evaluate complex vehicles and systems from a multitude of perspectives. Includes the ability to apply figures of merit and integrated optimization tools. Ability to perform multi-disciplinary trade studies to evaluate configuration alternatives for functional and spatial integration.					N/A
Analytical Skills	Skill and ability to: collect, organize, synthesize, and analyse data; summarize findings; develop conclusions and recommendations from appropriate data sources.					
Boeing Knowledge	Knowledge of Boeing's organizations, processes, program plans, policies and procedures, and products required to effectively perform functional responsibilities of the occupation.				N/A	N/A
Certification & Qualification	Knowledge of verification, validation, certification and qualification processes and procedures, Ability to assess and document test or analysis data to show compliance. (e.g., Technical review of Engineering Data, Laboratory simulation, or actual procedure demonstration).				N/A	N/A
Engineering Judgment	Exercises engineering judgment in developing appropriate decisions considering decision criteria, implications, and possible consequences, to ensure product design integrity. Demonstrates understanding of the applicable scientific and engineering knowledge and appropriately involves subject matter experts and others as appropriate to obtain good information for the engineering decision-making process.					

Design		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Engineering Processes	Knowledge of responsibilities and tasks performed by various Engineering departments/disciplines (e.g., design, test, software, technology, avionics, labs). Knowledge of the interaction between departments/ disciplines and how their products/processes affect one another and impact non-engineering processes (e.g., Operations, Logistics, Business).					N/A
Government Laws/Regulations	knowledge of relevant government laws and regulations impacting the functional responsibilities of the occupation.				N/A	N/A
Materials & Processing	Knowledge of material processing for metals (e.g., welding forging, heat treat, machining, forming), polymers and composites (e.g., autoclave curing, lay-up, co-curing, repair), sealants and finishes processing (e.g., plating, painting, surface preparation, fay surface sealing, fillet sealing), and ceramic (e.g., high temperature processing, machining) and electronic materials (e.g., soldering, printed circuit board cleaning, conformal coating).				N/A	N/A
Modelling and Simulation	Knowledge of programming languages (e.g., C++, Matlab, Visual Basic, C, Assembly, C#, Java). Knowledge of modelling and prototyping tools (e.g., Matlab , MathCAD, manufacturer specific tools for signal processing software). Knowledge of computing equipment and its operating systems (e.g., Windows, Unix, Linux). Knowledge of software development and testing tools (e.g., editors, compilers, linkers, desktop simulations, configuration management tools, requirements management tools) capability and usage.			N/A	N/A	N/A
Process Improvement Methods	Knowledge of producibility and process improvement methodologies (e.g., statistical process control [SPC], Hardware Variability Control [HVC], 6-Sigma, statistical concepts, root cause analysis).				N/A	N/A

Design		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Structural Repair	Knowledge of structural repair principles (e.g., fatigue and corrosion, stress analysis, statics, materials strength, material characteristics, repair techniques). Knowledge of structural repair, overhaul, nondestructive inspection, corrosion control, and composites.			N/A	N/A	N/A
Supplier Tech Management	Knowledge of project and supplier techniques (e.g., design reviews, schedule reviews, production readiness) required for the management of the supplier's technical activities (e.g., design, development, test). The ability to develop technical requirements and evaluate supplier performance as related to those requirements. The ability to distinguish between requirements and objectives and to balance between those requirements and the supplier's capabilities and limitations. Capable of working effectively with supplier technical team in assessing product/system issues or designs.			N/A	N/A	N/A

16.6.3 Skill Level – Number of Competencies Table

BAA EBA Classification												
Skill Level	1A	1B	2A	2B	2C	3A	3B	3C	3D	4A	4B	4C
Advanced Expert												1
Extensive Specialised									3	5	6	5
Complete						5	9	11	9	5		
General			5	11	13	11	5	3				
Basic		14	11	5	3							

Number of Competencies

16.7 MANUFACTURING

16.7.1 Discipline Definition

Integrates producibility and manufacturability knowledge, information and requirements into the acquire and define program phases as the designated Integrated Product Team (IPT) interface. Conceptualizes, designs and manages the program architecture for build. Defines, develops and implements the manufacturing plan and represents the program as the primary manufacturing integrator throughout the acquire, define, produce and support phases of the product life cycle. Develops advanced manufacturing and engineering technologies and advocates, teaches and deploys company Lean Enterprise analysis methods and application of lean processes and tools. Interfaces with regulatory agencies, professional associations, suppliers and internal and external customers to implement program initiatives.

16.7.2 Competencies

Manufacturing competencies are derived from SJC Skill code 6H6H, subgroups 66R and 66S.

Manufacturing		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Assembly Process	Knowledge of assembly and production processes, manufacturing capabilities (e.g., composites, structures), and data needed for defining delivery configurations (e.g., design definition, program directives, engineering drawings, change memos, wiring diagrams and schematics, functional tests, supplier data). Ability to differentiate production (manufacturing) processes and requirements from in-service procedures and requirements.					
Customer/ Supplier Knowledge	Knowledge of customer's/supplier's organization, processes, policies and procedures, products, requirements, capabilities, practices, support resources, preferences, constraints, etc.					
Design / Produce Process	Knowledge of Boeing design, production, and build processes (e.g., maintenance access solid, dependability cost model, produceability trade offs) to effectively influence product design.					

Manufacturing		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Engineering Processes	Knowledge of responsibilities and tasks performed by various Engineering departments/disciplines (e.g., design, test, software, technology, avionics, labs). Knowledge of the interaction between departments/ disciplines and how their products/processes affect one another and impact non-engineering processes (e.g., Operations, Logistics, Business).				N/A	N/A
Manufacturing Methods	Knowledge of manufacturing, methods, fabrication processes (e.g., forming, stamping, machining, heat treatment, machines/machine tools, cutting tools and fluids, N/C programming, instrumentation, data acquisition and control systems). Ability to select the best method of producing parts, tools or assemblies.					
Operations Processes	Knowledge of the responsibilities and tasks performed by various Operations departments/disciplines (e.g., Fabrication, Assembly, Tooling, Quality, Industrial Engineering, Manufacturing Engineering). Knowledge of the interactions between departments/disciplines and how their products/processes affect one another and impact non-operations processes (e.g., Engineering, Business, Logistics).				N/A	N/A
Project Leadership	Ability to accept, direct, and perform responsibilities and work assigned tasks as a project team member in support of the overall project. Ability to lead and direct the activities and resources of assigned projects and support higher graded employees in large scale and complex projects.					
Analytical Skills	Skill and ability to: collect, organize, synthesize, and analyse data; summarize findings; develop conclusions and recommendations from appropriate data sources.					N/A

Manufacturing		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Computer Aided Design Tools	Knowledge of computer aided design tools and systems (e.g., computer aided design/computer aided manufacturing (CAD/CAM), computer aided three dimensional interactive (CATIA)). Able to manipulate data sets, (e.g., compare CATIA to measurement data, create stereo lithography files).				N/A	N/A
Design Concepts & Techniques	Knowledge of design concepts and techniques (e.g., concurrent engineering, Design for Manufacture/Assembly [DFM/A]).					
Product Structure	Knowledge of product structure, materials strengths and properties, design criteria, loading conditions, and processes (e.g., non destructive testing, corrosion prevention).					N/A
Critical Path Methodology	Knowledge of critical path network methodology (e.g., logic, relationship/interdependency, early/late, start/complete, minimum duration).					N/A
Materials & Processing	Knowledge of material processing for metals (e.g., welding forging, heat treat, machining, forming), polymers and composites (e.g., autoclave curing, lay-up, co-curing, repair), sealants and finishes processing (e.g., plating, painting, surface preparation, fay surface sealing, fillet sealing), and ceramic (e.g., high temperature processing, machining) and electronic materials (e.g., soldering, printed circuit board cleaning, conformal coating).				N/A	N/A
Operational Analysis	Knowledge and ability in examining operations and procedures, formulating policies, and developing and implementing lean strategies and procedures.					
Process Improvement Methods	Knowledge of producibility and process improvement methodologies (e.g., statistical process control [SPC], Hardware Variability Control [HVC], 6-Sigma, statistical concepts, root cause analysis).					N/A

16.7.3 Skill Level – Number of Competencies Table

		BAA EBA Classification												
Skill Level		1A	1B	2A	2B	2C	3A	3B	3C	3D	4A	4B		4C
Advanced Expert													2	Number of Competencies
Extensive Specialised									3	6	7	5		
Complete						4	8	10	8	4				
General			4	8	10	8	4	2						
Basic		11	8	4	2									

16.8 MECHATRONICS

16.8.1 Discipline Definition

Integrates producibility and manufacturability knowledge, information and requirements into the acquire and define program phases as the designated Integrated Product Team (IPT) interface. Conceptualizes, designs and manages the program architecture for build. Defines, develops and implements the manufacturing plan and represents the program as the primary manufacturing integrator throughout the acquire, define, produce and support phases of the product life cycle. Develops advanced manufacturing and engineering technologies and advocates, teaches and deploys company Lean Enterprise analysis methods and application of lean processes and tools. Interfaces with regulatory agencies, professional associations, suppliers and internal and external customers to implement program initiatives.

16.8.2 Competencies

Mechatronics competencies are derived from SJC Skill codes 6H6H, 6H6F, 6F4B, 6G5B, 8AAG, 8AFU, subgroups 6G5, 6B8, 6B3, 6A7, 67K, 66S, 66R, 828, 823.

Mechatronics		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Assembly Process	Knowledge of assembly and production processes, manufacturing capabilities (e.g., composites, structures), and data needed for defining delivery configurations (e.g., design definition, program directives, engineering drawings, change memos, wiring diagrams and schematics, functional tests, supplier data). Ability to differentiate production (manufacturing) processes and requirements from in-service procedures and requirements.					

Mechatronics		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Manufacturing Methods	Knowledge of manufacturing, methods, fabrication processes (e.g., forming, stamping, machining, heat treatment, machines/machine tools, cutting tools and fluids, N/C programming, instrumentation, data acquisition and control systems). Ability to select the best method of producing parts, tools or assemblies.					
Analytical Skills	Skill and ability to: collect, organize, synthesize, and analyse data; summarize findings; develop conclusions and recommendations from appropriate data sources.					
Computer Aided Design Tools	Knowledge of computer aided design tools and systems (e.g., computer aided design/computer aided manufacturing (CAD/CAM), computer aided three dimensional interactive (CATIA)). Able to manipulate data sets, (e.g., compare CATIA to measurement data, create stereo lithography files).					N/A
Design / Produce Process	Knowledge of Boeing design, production, and build processes (e.g., maintenance access solid, dependability cost model, produceability trade offs) to effectively influence product design.					
Operational Analysis	Knowledge and ability in examining operations and procedures, formulating policies, and developing and implementing lean strategies and procedures.				N/A	N/A
Operations Processes	Knowledge of the responsibilities and tasks performed by various Operations departments/disciplines (e.g., Fabrication, Assembly, Tooling, Quality, Industrial Engineering, Manufacturing Engineering). Knowledge of the interactions between departments/disciplines and how their products/processes affect one another and impact non-operations processes (e.g., Engineering, Business, Logistics).				N/A	N/A
Process Improvement Methods	Knowledge of producibility and process improvement methodologies (e.g., statistical process control [SPC], Hardware Variability Control [HVC], 6-Sigma, statistical concepts, root cause analysis).				N/A	N/A

Mechatronics		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Machine Design	Knowledge of machine design principles and methodologies.					
Machine Tool System Knowledge	Knowledge of set up, maintenance, trouble shooting and repair of complex machine tools. System knowledge of hydraulics, pneumatics, drive systems, control systems, vision systems, and industrial computers.					
Machine Control Data	Ability to utilize or create source geometry for generation of machine control data (MCD) for a variety of equipment, materials, parts and assemblies. Ability to verify MCD and create documentation to support manufacturing processes.					
Project Management	The ability to achieve desired outcomes on projects, on-time and within budget. Ability to define the project, design and plan the project, and manage the project team. Ability to control and deliver project deliverables, project accounting and appraisal, and optimize the contribution of the people involved.				N/A	N/A
Test Program Design	Knowledge of test program design (e.g., design of experiments, test plan development, validation).				N/A	N/A
Automated Equipment Controls	Knowledge of machine and process control hardware and software' (e.g., Computer Numerical Control (CNC), Programmable Logic Control (PLC), Personal Computer (PC), robot). Ability to create hard real time, on and off line programs for control systems, using a variety of 3 dimensional Computer Aided Design/ Computer Aided Manufacturing (CAD/CAM) systems and software development tools. Ability to integrate hardware and software into systems for aerospace manufacturing processes.					

Mechatronics		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Hardware/Software Development	Knowledge of programming languages (e.g., C#, Java, Java 2 Enterprise and Mobile Editions (J2EE, J2ME), C++, Visual Basic, C, Assembly, Ladder Logic, Numerical Control (NC) Programming, Matlab). Knowledge of communications, networking, and protocols (e.g., Transport Control Protocol/Internet Protocol (TCP/IP), File Transfer Protocol (FTP), Extensible Mark-up Language (XML), Wireless Access Protocol (WAP)). Knowledge of computing equipment and its operating systems (e.g., Windows, Unix, Linux). Knowledge of software development and testing tools (e.g., editors, compilers, linkers, desktop simulations, configuration management tools, requirements management tools) capability and usage. Ability to apply knowledge of database engines to the design of databases and reporting structures. Ability to integrate hardware and software components into a functional system. Knowledge of software testing and usability theory. Knowledge of testing, usability practices. Ability to write and execute test scripts and perform usability analyses.				N/A	N/A
Industry Awareness	Complete understanding to build and use industry knowledge for planning and performance accomplishment. This includes knowledge of competition and strategic partners.					
Production Measurement Tech.	Knowledge of measurement systems (e.g., photogrammetry, coordinate measuring machines, laser tracker, laser radar, laser alignment, portable measurement tools). Capable of designing measurement systems and tools.				N/A	N/A
Materials and Processing	Working knowledge of materials processing for metals (eg welding forging, heat treat, machining, forming), polymers and composites (eg autoclave curing, layup, co-curing, repair), sealants and finishes processing (eg, plating , painting, surface preparation, fay surface sealing, fillet) and ceramic (eg, high temperature processing, machining) and electronics materials (eg, soldering, circuit board cleaning, conformal coating)				N/A	N/A

Mechatronics		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Supplier Tech Management	Complete knowledge of project and supplier techniques (e.g., design reviews, schedule reviews, production readiness) required for the management of the supplier's technical activities (e.g., design, development, test). The ability to develop technical requirements and evaluate supplier performance as related to those requirements. The ability to distinguish between requirements and objectives and to balance between those requirements and the supplier's capabilities and limitations. Capable of working effectively with supplier technical team in assessing product/system issues or designs.					
Mech/Elec Design Tech	Knowledge of mechanical and/or electrical design techniques (e.g., machine and mechanisms design, sheet metal design, equipment installation design, wire harness design, control systems design). Knowledge of computer aided design tools and systems (e.g., PSpice, AutoCAD, CATIA, Unigraphics).				N/A	N/A

16.8.3 Skill Level – Number of Competencies Table

Skill Level	BAA EBA Classification												Number of Competencies
	1A	1B	2A	2B	2C	3A	3B	3C	3D	4A	4B	4C	
Advanced Expert												3	
Extensive Specialised								3	6	7	5		
Complete						5	11	13	11	5			
General			5	11	13	11	5	3					
Basic		14	11	5	3								

16.9 STRUCTURAL ANALYSIS

16.9.1 Discipline Definition

Develops, integrates and documents structural requirements to establish the system design. Coordinates with other engineering groups to establish the product's environment. Guides product design and verifies structural integrity by using analytical methods, finite element models/simulations and other analysis tools throughout the product lifecycle to develop the structural environment, characteristics and performance. Develops test plans and configurations, supports test execution and analyses/reports test results to validate and verify systems and components meet requirements and specifications. Defines and documents certification and test results to substantiate for customers and regulatory agencies that requirements are satisfied. Supports in-service products by investigating failures and analysing improvements. Develops analytical processes/tools to improve effectiveness, quality and efficiency of the development effort. Investigates emerging technologies to develop future product designs to meet projected requirements.

16.9.2 Competencies

Structural Analysis competencies are derived from SJC Skill code 685D, subgroups 698 and 63Y.

Structural Analysis		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Aircraft Structure	Knowledge of aircraft structure, materials strengths and properties, design criteria, loading conditions, and processes					
Analysis/Design Optimisation	Ability to evaluate complex vehicles and systems from a multitude of perspectives. Includes the ability to apply figures of merit and integrated optimization tools. Ability to perform multi-disciplinary trade studies to evaluate configuration alternatives for functional and spatial integration.					N/A
Engineering Drawings and Specs	Ability to read, understand and interpret engineering technical information (e.g., drawings, handbooks, industry standards and specifications).					N/A
Environment Analysis	Knowledge of vibration, acoustic and shock definition and analysis principles, processes, methods and tools for vehicles, including industry and company standard practices; and ability to perform analysis tasks.					N/A

Structural Analysis		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Structural Analysis	Knowledge of structural analysis principles, processes, methods, and tools for vehicles, including industry and company standard practices; and ability to perform structural analysis tasks.					
Structural Repair	Knowledge of structural repair principles (e.g., fatigue and corrosion, stress analysis, statics, materials strength, material characteristics, repair techniques). Knowledge of structural repair, overhaul, nondestructive inspection, corrosion control, and composites.				N/A	N/A
Advanced Math & System Model	Knowledge of mathematical modelling or advanced mathematics to provide information for known problems.				N/A	N/A
Aerodynamic Analysis	Knowledge of aerodynamic or aerothermodynamic analysis principles, processes, methods, and tools for flight vehicles, including industry and company standard practices; and ability to perform aerodynamic analysis tasks.				N/A	N/A
Analytical Skills	Skill and ability to: collect, organize, synthesize, and analyse data; summarize findings; develop conclusions and recommendations from appropriate data sources.					
Boeing Knowledge	Knowledge of Boeing's organizations, processes, program plans, policies and procedures, and products required to effectively perform functional responsibilities of the occupation.			N/A	N/A	N/A
Certification & Qualification	Knowledge of verification, validation, certification and qualification processes and procedures, Ability to assess and document test or analysis data to show compliance. (e.g., Technical review of Engineering Data, Laboratory simulation, or actual procedure demonstration).					N/A

Structural Analysis		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Computer Aided Design Tools	Knowledge of computer aided design tools and systems (e.g., computer aided design/computer aided manufacturing (CAD/CAM), computer aided three dimensional interactive (CATIA)). Able to manipulate data sets, (e.g., compare CATIA to measurement data, create stereo lithography files).			N/A	N/A	N/A
Engineering Judgment	Exercises engineering judgment in developing appropriate decisions considering decision criteria, implications, and possible consequences, to ensure product design integrity. Demonstrates understanding of the applicable scientific and engineering knowledge and appropriately involves subject matter experts and others as appropriate to obtain good information for the engineering decision-making process.					
Engineering Processes	Knowledge of responsibilities and tasks performed by various Engineering departments/disciplines (e.g., design, test, software, technology, avionics, labs). Knowledge of the interaction between departments/ disciplines and how their products/processes affect one another and impact non-engineering processes (e.g., Operations, Logistics, Business).			N/A	N/A	N/A
Government Laws/Regulations	knowledge of relevant government laws and regulations impacting the functional responsibilities of the occupation.				N/A	N/A
Materials Engineering Principles	Knowledge of materials engineering and scientific principles to develop, design, analyse, test, and validate solutions for complex systems, sub-systems and designs.				N/A	N/A

Structural Analysis		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Modelling and Simulation	Knowledge of programming languages (e.g., C++, Matlab, Visual Basic, C, Assembly, C#, Java). Knowledge of modelling and prototyping tools (e.g., Matlab , MathCAD, manufacturer specific tools for signal processing software). Knowledge of computing equipment and its operating systems (e.g., Windows, Unix, Linux). Knowledge of software development and testing tools (e.g., editors, compilers, linkers, desktop simulations, configuration management tools, requirements management tools) capability and usage.				N/A	N/A
Structural Testing	Knowledge and ability required to plan, conduct, coordinate and/or develop test requirements; and knowledge of multi-disciplinary structural testing of vehicles, their components or supporting technology.					N/A

16.9.3 Skill Level – Number of Competencies Table

		BAA EBA Classification											Number of Competencies	
Skill Level		1A	1B	2A	2B	2C	3A	3B	3C	3D	4A	4B		4C
Advanced Expert													1	
Extensive Specialised									2	5	6	4		
Complete						4	8	10	8	4				
General			5	10	12	10	5	3						
Basic		13	10	5	3									

16.10 MATERIALS & PROCESSES

16.10.1 Discipline Definition

Defines requirements for materials, parts and processes used in the manufacture of products. Produces specifications and other documents to manage the deployment of materials, parts and processes. Maintains compliance with contractual and regulatory obligations. Promotes standardization across business activities. Evaluates emerging technologies for potential application to business needs. Develops and qualifies new materials, parts and processes to meet

requirements. Integrates new technologies as appropriate. Manages test and audit programs to qualify suppliers to applicable requirements. Conducts analysis to determine reasons for failures of materials, parts or processes. Implements corrective and preventive actions. Designs, develops and qualifies computer and production systems to satisfy user requirements.

16.10.2 Competencies

Materials and Processes competencies are derived from SJC Skill codes 6F4B and 6G5C, subgroups 6A7, 6B5, 647, 6A8, 6B6 and 6B3.

Materials & Processes		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Adhesive Materials/Processes	Knowledge of adhesive materials (such as epoxy, urethane, polyimide, reinforcements, etc)and processes.					
Assembly Process	Knowledge of assembly and production processes, manufacturing capabilities (e.g., composites, structures), and data needed for defining delivery configurations (e.g., design definition, program directives, engineering drawings, change memos, wiring diagrams and schematics, functional tests, supplier data). Ability to differentiate production (manufacturing) processes and requirements from in-service procedures and requirements.					
Engineering Drawings and Specs	Ability to read, understand and interpret engineering technical information (e.g., drawings, handbooks, industry standards and specifications).					
Supplier Tech Management	Knowledge of project and supplier techniques (e.g., design reviews, schedule reviews, production readiness) required for the management of the supplier's technical activities (e.g., design, development, test). The ability to develop technical requirements and evaluate supplier performance as related to those requirements. The ability to distinguish between requirements and objectives and to balance between those requirements and the supplier's capabilities and limitations. Capable of working effectively with supplier technical team in assessing product/system issues or designs				N/A	N/A

Materials & Processes		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Inorganic Chemical Processing	Knowledge of inorganic chemical processing (such as chromic acid anodizing, phosphoric acid anodizing, sulphuric acid anodizing, etching, plating).				N/A	N/A
Materials & Processing	Knowledge of material processing for metals (e.g., welding forging, heat treat, machining, forming), polymers and composites (e.g., autoclave curing, lay-up, co-curing, repair), sealants and finishes processing (e.g., plating, painting, surface preparation, fay surface sealing, fillet sealing), and ceramic (e.g., high temperature processing, machining) and electronic materials (e.g., soldering, printed circuit board cleaning, conformal coating).					
Metallic Materials	Knowledge of metal alloys and their physical, structural and chemical properties.				N/A	N/A
Organic Chemical Processing	Knowledge of organic chemical processes (such as top-coating, priming, surface cleaning).				N/A	N/A
Polymers & Composite Materials	Knowledge of polymers and composite materials (e.g., carbon, fiberglass, aramid, adhesives, thermoset/thermoplastic resins).					
Standard Parts	Knowledge of mechanical fastening/joining systems and associated procurement and process specifications.				N/A	N/A
Aircraft Structure	Knowledge of aircraft structure, materials strengths and properties, design criteria, loading conditions, and processes					N/A
Analytical Skills	Skill and ability to: collect, organize, synthesize, and analyse data; summarize findings; develop conclusions and recommendations from appropriate data sources.				N/A	N/A
Boeing Knowledge	Knowledge of Boeing's organizations, processes, program plans, policies and procedures, and products required to effectively perform functional responsibilities of the occupation.				N/A	N/A

Materials & Processes		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Computer Aided Design Tools	Knowledge of computer aided design tools and systems (e.g., computer aided design/computer aided manufacturing (CAD/CAM), computer aided three dimensional interactive (CATIA)). Able to manipulate data sets, (e.g., compare CATIA to measurement data, create stereo lithography files).			N/A	N/A	N/A
Engineering Judgment	Exercises engineering judgment in developing appropriate decisions considering decision criteria, implications, and possible consequences, to ensure product design integrity. Demonstrates understanding of the applicable scientific and engineering knowledge and appropriately involves subject matter experts and others as appropriate to obtain good information for the engineering decision-making process.					N/A
Engineering Processes	Knowledge of responsibilities and tasks performed by various Engineering departments/disciplines (e.g., design, test, software, technology, avionics, labs). Knowledge of the interaction between departments/ disciplines and how their products/processes affect one another and impact non-engineering processes (e.g., Operations, Logistics, Business).					N/A
Engineering Standards	Knowledge of specification format requirements, guidelines, and change control processes. Understanding of relationship between specifications/standards and aircraft/product certification systems.					N/A
Failure Analysis	Knowledge of failure modes and analysis for material processes and parts.					N/A
Government Laws/Regulations	knowledge of relevant government laws and regulations impacting the functional responsibilities of the occupation.				N/A	N/A
Materials Engineering Principles	Knowledge of materials engineering and scientific principles to develop, design, analyse, test, and validate solutions for complex systems, sub-systems and designs.					N/A

Materials & Processes		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Process Improvement Methods	Knowledge of producibility and process improvement methodologies (e.g., statistical process control [SPC], Hardware Variability Control [HVC], 6-Sigma, statistical concepts, root cause analysis).					N/A
Structural Repair	Knowledge of structural repair principles (e.g., fatigue and corrosion, stress analysis, statics, materials strength, material characteristics, repair techniques). Knowledge of structural repair, overhaul, nondestructive inspection, corrosion control, and composites.				N/A	N/A
Test Program Design	Knowledge of test program design (e.g., design of experiments, test plan development, validation).					N/A
Process Modelling	Apply advanced knowledge of modelling techniques (e.g., mathematical modelling, simulation, design of experiments, operations research) to analyse a system					N/A

16.10.3 Skill Level – Number of Competencies Table

BAA EBA Classification													
Skill Level	1A	1B	2A	2B	2C	3A	3B	3C	3D	4A	4B	4C	
Advanced Expert												2	Number of Competencies
Extensive Specialised								4	7	9	7		
Complete						6	12	15	12	6			
General			6	13	15	13	6	4					
Basic		17	13	6	4								

16.11 Industrial

16.11.1 Discipline Definition

Develops, implements and evaluates processes to optimize operational efficiency. Uses mathematical, process and simulation models to optimize use and integration of facilities, equipment, materials, processes and personnel.

16.11.2 Competencies

Industrial competencies are derived from SJC Skill code DFKE.

Industrial		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Lean Manufacturing	Lean is a set of principles, concepts, and techniques designed to eliminate waste and produce an efficient production system. Lean Manufacturing involves redesigning the product build processes, as well as other work environment and support services to achieve these objectives. Lean identifies waste and non-value added operations, and then redesigning the production system to eliminate that waste. The focus is to create standard, reliable, mistake-proof processes, which are reactive to customer needs and requirements, while taking ergonomics and safety into account to improve quality. Results will be faster processes that require fewer resources with higher quality.					

Industrial		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Improvement Workshops	<p>A hands-on workshop focusing on rapid implementation of Lean and/or 3P (Production, Preparation, Process) principles.</p> <p>LEAN - The purpose of a Lean workshop is to eliminate waste (non-value added activities) in a selected area with a specific scope and boundary. Applying a learn / do methodology that is rapid, rigorous and disciplined during the workshop can lead to immediate implementation of improvements and resulting in immediate benefits. The AIW/Lean event is usually a weeklong event that requires detailed planning prior to the workshop. It also requires a commitment to follow up activities that promotes continuous improvement.</p> <p>3P - 3P is a lean process that utilizes an extensive set of many lean design tools such as the 7 Flows of Manufacturing, Time-Based Strategy, Fishbone diagram, 7 ways evaluation, and simulation during a workshop. 3P workshop is usually several weeks long with team members representing cross-functional skills / organizations. Focusing on a selected product, 3P workshop is used to understand the transformational process steps to build the product; developing the best method for performing each step and then building right sized machines, tools or equipment to support that process. The purpose of 3P workshop is to systematically design and develop a smooth and effective production process in which the scope and boundary is typically larger than a weeklong AIW.</p>					
Cost Benefit Analysis	Used to establish a business case for a production improvement. Typically, the IE will gather both non-recurring as well as the recurring cost benefit information in the assessment of an improved production method. Works closely with Finance to develop a Return on Investment (ROI).					

Industrial		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Process Modelling	The use of modelling techniques (mathematical modelling [linear programming, non-linear programming, network optimization, and/or discrete optimization], simulation, queuing theory) to model, analyse, optimize, and/or evaluate “what if” scenarios on a system.					
Root Cause Analysis	Root Cause Analysis is a structured and thorough review of a problem that is designed to find out what is causing the symptoms. It is a process of investigating and identifying the underlying reason(s) why a problem exists and identifying the action(s) that must be taken to eliminate the problem.				N/A	N/A
Statistical Methods	The use of Statistical Methods (Probability, Statistical Process Control, hypothesis testing, ANOVA, Regression Analysis and/or Design of Experiments,) to calculate estimates and/or analyse data.					
Time Standard Development	A work measurement technique consisting of collecting time measurements of a work activity with a time measuring instrument. The work activity is broken down into short relatively homogeneous work elements, each of which is treated separately as well as in combination with the rest. Time Study results are used in developing time standards and determining process improvement opportunities.					N/A

Industrial		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Touch Time Analysis	An application of random sampling techniques to the study of work activities so that the proportions of time devoted to different elements of work can be estimated with a given degree of statistical validity. Work Sampling Studies can be applied to all areas of work to identify a proportional relationship to concurrent and/or successive activities. This type of Work Measurement provides high-level information and must be applied with vigilance to ensure statistical validity. The metrics that result from Work Sampling Studies provide for a simplified look at the current state of work activities. Used as one measure of potential improvement opportunities.				N/A	N/A
Value Stream Mapping	A Value Stream Map is a visual tool to help see and understand the flow of material and information for the entire set of activities running from raw material to finish product for a specific product. It provides a big picture perspective that focuses on improving the whole, not optimizing pieces of the process. There are usually two diagrams made: one is of the current state and one is of the future state. The map identifies areas of the largest leverage, where implementation plans can be developed to support business objectives. Examples of improvement opportunities are: overproduction, defects, unnecessary inventory, unnecessary processing, unnecessary transportation, waiting, and unnecessary motion.					
Facilities Layout and Design	Knowledge of Industrial Engineering tools and techniques applied to systematic layout of entire factory systems or sub-assemblies or individual work cells. The outcome of the Layout Design should address the following elements: flow of parts, people, information, space constraints, resource utilization, transportation, and material handling systems. Illustration of the layout should be graphically displayed in either 2-dimensional or 3-dimensional format.					

Industrial		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Production System Design	Apply knowledge of the main system activities that support the production process in designing or redesigning the Production System. This includes the following support systems: tooling, inventory and parts control, supplier management (SM&P), production control, material handling, transportation, maintenance, design engineering, industrial engineering, manufacturing engineering, and research & development. Projects would require the ability to adapt and integrate processes and process improvements to ensure that the right parts, the right plans, and the right people with the right skills merge at the right time to produce quality products and/or perform quality services. Uses a systems thinking approach to understand the impact changes in one process have on another process. The scope of some projects may directly tie to the shop floor or directly with various functional support areas such as Tool Services, Parts Control Areas (PCAs), Material Handling, Quality Assurance, Site Security, Maintenance, Shared Services Group, Supplier Management, etc.					
Manufacturing Process Design	Apply knowledge of the structure, relationship, and interfaces necessary to design or redesign Manufacturing Processes. This involves understanding the relationships between design, production, and people for a specific manufacturing area (e.g. Integrated Product Team [IPT], Drawing and Change Management System). Ability to apply and adapt process design tools such as Design for Manufacturing, Critical Chain, Systems Diagrams, Process Flows, Responsibility Matrices, and Simulation. Has knowledge of the site specific manufacturing systems and how they are being utilized.					N/A

Industrial		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Non-Manufacturing Design	Apply knowledge of the structure, relationship, and interfaces necessary to design or redesign Non-Manufacturing Processes. Ability to apply and adapt process design tools such as User Centred Design, Critical Chain, Systems Engineering, Process Flows, Responsibility Matrices, and Simulation (in a non-production environment). Examples of non-production environment include Engineering, Materials Management Organization, Facilities, Quality, Human Resources, etc.				N/A	N/A
Project Management	The ability to plan and organize time to work productively and efficiently. Ability to determine long term vs. short term priorities, and achieve desired outcomes on projects, within budget and on time. Define project design, scope, plan, as well as manage the project team. Capable of controlling and adjusting the scope and priorities of the project, according to multiple demands and unanticipated events.				N/A	N/A
Process Measurement	Can identify and create qualitative and/or quantitative measures of process quality, variation, capacity and capability constraints, and/or costs. Able to select the key parameters and develop ways to monitor progress, provide updates of performance, and plot trends over time. Can analyse data and present findings. Also includes recommending process measurements and controls for large scale implementations following a project.					
Risk Measurement	Knowledge of Risk Management requirements, concepts and techniques to assess risk, associated with business strategies, courses of action, and commitments under consideration. This includes the ability to mitigate or balance risk through risk identifications, quantification, analysis/assessment, sharing, limitation, and avoidance. An example of a risk management tool is BORIS.				N/A	N/A

Industrial		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Ergonomics and Human Factors	It is the science and practice of designing jobs or workplaces to match the capabilities and limitations of the human body. It attempts to enhance the performance and wellbeing of the worker in the workplace.				N/A	N/A
Operating Plans	Operating Plan development, maintenance, and revisions include understanding the statement of work (jobs) in a given area; job duration; developing a sequence of work within a given area; establishing number of people, machines, and tools required; determining a sequence of jobs for each plan; crew, tool, and equipment cycling; obtaining shop agreement and checking for revisions, additions and deletions to work statement and resources.					N/A
Job Data	Basic job attributes that support the job scheduling process. The data may include, but is not limited to, basic job information, engineering definition, time durations, skill, tooling, model affectivity, zone mapping, ergonomics, and predecessor / successor relationships. The data, combined with scheduling parameters, is required for capacity plans, job scheduling, flow analysis, recovery planning, constraint-based scheduling, and other I.E. processes. A job can be an order, plan, part number, or installation.					N/A

Industrial		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Scheduling	Develops plans and schedules, evaluates costs and risks, and manages changes to program plans and schedules. Establishes planning and scheduling systems, forecasts demand, develops strategic plans, conducts risk assessment and make/buy analyses and analyses new scheduling techniques for current programs and new business proposals. Develops and directs production master schedules and time-phased manufacturing sequence plans. Performs flow-time calculations, validates the schedule data with supervisors and produces schedule status data for management. Provides program schedule strategy and progress information to customers, suppliers and Company management. Determines such requirements as rate and rotatable tools necessary to support manufacturing build plans. Interfaces with program management, fabrication management, assembly management and tooling to ensure the accuracy of forecasting information and schedule feasibility.					
Recovery Planning	A coordinated plan outlining additional resources to correct behind schedule deviations resulting from parts shortages, high labour loss upstream/back shop travellers, quality issues, and out of sequence work. The Recovery Plan will be a visual representation of the deviation and return to the Master Schedule production or load plan by manufacturing / tooling. The Recovery Plan will indicate where manufacturing / tooling deviated from Master Schedule production or load plan, what efforts are required to return Manufacturing / tooling to the production / tool schedule and when that is estimated to occur. The Recovery Plan should include all basic relevant information; flow days, dates, work packages, Estimated Completion Dates, staffing required and overtime.					N/A

Industrial		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Budgets and Forecasts	The development of production labour hours, staffing, and overtime forecasts through evaluation of the current and future work statement. Non-baseline elements are accounted for using Master Schedule/Firing order information. The following are elements commonly used when developing a forecast: Unit Values, Learning/Improvement Curve, Skews/Parameters/Back offs and Spreader Use, Barchart Reduction Plan, Headcount and Overtime Worksheet, Budget Transfer Request (BTR) or Budget Request, Skills Forecast / Enterprise Skills Planning, performance trends, etc.					
Capacity Planning	Capacity planning is the analysis and determination of the work statement that can be accomplished in a given area or work centre in a specific amount of time. Analysis includes such things as customer demand/production rates, Space Constraints and Zone Loading, Precedence Network and/or critical path diagram, tool and equipment utilization, work shifts, skill-mix availability and other resources, Lifeline Parts (BPI 3878), and Limiting Flow must be considered when developing capacity plans and analysing work flow. Considers the capability of the area to perform to the plan and is able to incorporate buffer or other mitigation to account for unforeseen events. Tools are available to perform advanced scheduling techniques, which help an analyst in performing constraint-based scheduling. These tools can also be used for capacity analysis, balancing the line analysis, constrained critical path determination, and recovery planning.					N/A
Inventory Control	The principles, concepts, and techniques for planning and controlling inventory in all its states from raw material to finished products. This includes requirements planning (e.g. economic lot sizes, work in process [WIP] calculations, inventory burn down schedules), management and control (e.g. Kanban, Just in time [JIT], Kitting, Point of Use [POU], inventory turn rate).				N/A	N/A

16.11.3 Skill Level – Number of Competencies Table

		BAA EBA Classification											
Skill Level	1A	1B	2A	2B	2C	3A	3B	3C	3D	4A	4B	4C	
Advanced Expert												4	Number of Competencies
Extensive Specialised									5	9	11	8	
Complete						6	13	15	13	6			
General			6	13	15	13	6	4					
Basic		17	13	6	4								

16.12 MRB/LIAISON

16.12.1 Discipline Definition

Applies knowledge of Boeing design principles to assess and resolve product/process issues through the product lifecycle. Analyses, conducts root cause analysis and develops dispositions for design non-conformances. Identifies, documents and communicates deviations that could impact design intent and safety. Develops and implements product/process improvements. Provides comprehensive build knowledge of the end product to ensure producibility. Represents the engineering community in the post production environment. Develops and implements technical training.

16.12.2 Competencies

MRB/Liaison competencies are derived from SJC Skill code 6H6B, subgroups 62E and 6E1.

MRB/Liaison		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Aircraft Structure	Knowledge of aircraft structure, materials strengths and properties, design criteria, loading conditions, and processes				N/A	N/A
Analysis and Corrective Action	Knowledge of root cause analysis and corrective action of non-conformances to reduce scrap, minimize rework, reduce cost and improve quality to meet all requirements. Develops, reviews and approves product definition data including emergent design changes.					N/A

MRB/Liaison		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Analytical Skills	Skill and ability to: collect, organize, synthesize, and analyse data; summarize findings; develop conclusions and recommendations from appropriate data sources.					
Assembly Process	Knowledge of assembly and production processes, manufacturing capabilities (e.g., composites, structures), and data needed for defining delivery configurations (e.g., design definition, program directives, engineering drawings, change memos, wiring diagrams and schematics, functional tests, supplier data). Ability to differentiate production (manufacturing) processes and requirements from in-service procedures and requirements.				N/A	N/A
Boeing Knowledge	Knowledge of Boeing's organizations, processes, program plans, policies and procedures, and products required to effectively perform functional responsibilities of the occupation.				N/A	N/A
Computer Aided Design Tools	Knowledge of computer aided design tools and systems (e.g., computer aided design/computer aided manufacturing (CAD/CAM), computer aided three dimensional interactive (CATIA)). Able to manipulate data sets, (e.g., compare CATIA to measurement data, create stereo lithography files).					N/A
Engineering Drawings and Specs	Ability to read, understand and interpret engineering technical information (e.g., drawings, handbooks, industry standards and specifications).					N/A
Engineering Judgment	Exercises engineering judgment in developing appropriate decisions considering decision criteria, implications, and possible consequences, to ensure product design integrity. Demonstrates understanding of the applicable scientific and engineering knowledge and appropriately involves subject matter experts and others as appropriate to obtain good information for the engineering decision-making process.					

MRB/Liaison		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Engineering Processes	Knowledge of responsibilities and tasks performed by various Engineering departments/disciplines (e.g., design, test, software, technology, avionics, labs). Knowledge of the interaction between departments/ disciplines and how their products/processes affect one another and impact non-engineering processes (e.g., Operations, Logistics, Business).				N/A	N/A
Government Laws/Regulations	knowledge of relevant government laws and regulations impacting the functional responsibilities of the occupation.					N/A
Liaison Repair Methodology	Knowledge of liaison repair methodology including: repair processes, component repair concepts (e.g. structural, electrical/avionics, systems, weapons), procedures (e.g., inspection, disassembly, re-assembly, testing, manufacturing), warranty processes, contractual agreements. Identifies areas requiring additional engineering disposition.					
Maintenance and Retrofit	Knowledge of repair, maintenance, and retrofit processes and practices (e.g., unplanned event system, technical orders, kitting, overhaul and depot support).					
Materials Engineering Principles	Knowledge of materials engineering and scientific principles to develop, design, analyse, test, and validate solutions for complex systems, sub-systems and designs.					N/A
Operations Processes	Knowledge of the responsibilities and tasks performed by various Operations departments/disciplines (e.g., Fabrication, Assembly, Tooling, Quality, Industrial Engineering, Manufacturing Engineering). General knowledge of the interactions between departments/disciplines and how their products/processes affect one another and impact non-operations processes (e.g., Engineering, Business, Logistics).				N/A	N/A

MRB/Liaison		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Process Improvement Methods	Knowledge of producibility and process improvement methodologies (e.g., statistical process control [SPC], Hardware Variability Control [HVC], 6-Sigma, statistical concepts, root cause analysis).				N/A	N/A
Product Review Process	Knowledge of Universal Product Review (UPR) including Material Review Authorization (MRA), Materials Review Board (MRB) processes, supplier delegated MRB processes (e.g., authorization, qualification, maintenance, disclosure), and post-production review.					
Structural Repair	Knowledge of structural repair principles (e.g., fatigue and corrosion, stress analysis, statics, materials strength, material characteristics, repair techniques). Knowledge of structural repair, overhaul, nondestructive inspection, corrosion control, and composites.					

16.12.3 Skill Level – Number of Competencies Table

BAA EBA Classification													
Skill Level	1A	1B	2A	2B	2C	3A	3B	3C	3D	4A	4B	4C	
Advanced Expert												2	Number of Competencies
Extensive Specialised								3	6	7	5		
Complete						5	9	11	9	5			
General			5	9	11	9	5	3					
Basic		12	9	5	3								

16.13 TOOLING

16.13.1 Discipline Definition

Designs and modifies aerospace manufacturing tools. Develops, authorizes and implements alternative methods and interim solutions for damaged and unsafe tools and equipment to meet functional requirements. Analyses and revises preventive maintenance requirements for tools. Researches, develops and evaluates new technical approaches and tool engineering processes for

applicability to programs and products. Investigates design-engineering changes to maintain engineering configuration and initiates action.

16.13.2 Competencies

Tooling competencies are derived from SJC Skill code 6D.

Tooling		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Analytical Skills	Skill and ability to: collect, organize, synthesize, and analyse data; summarize findings; develop conclusions and recommendations from appropriate data sources with clients, customers and/or suppliers.					
Computer Aided Design Tools	Computer aided design tools and systems (e.g., computer aided design/computer aided manufacturing (CAD/CAM), computer aided three dimensional interactive (CATIA), Mentor Graphics, Unigraphics). Able to manipulate data sets, (e.g., compare CATIA to measurement data, create stereo lithography files).					
Engineering Drawings & Specs	Ability to read and understand basic and complex engineering drawings and specifications.					
Information Technology Fluency	Ability in the use of personal and network computing hardware and software to maintain and direct project information, such as task status, cost estimating and tracking, etc. Knowledge of processes and tools to maintain, archive, and retrieve digital files. Ability in constructing/building and providing reports and presentation material as needed for assigned projects. Knowledge of identifying and gaining approval of testing of established applications to meet project requirements.					
Manufacturing Methods	Knowledge of manufacturing, methods, fabrication processes (e.g., forming, stamping, machining, heat treatment, machines/machine tools, cutting tools and fluids, N/C programming, instrumentation, data acquisition and control systems). Ability to select the best method of producing parts, tools or assemblies.					

Tooling		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Material/Engineer Principles	Knowledge of composite and elastomer materials engineering and scientific principles to develop, design, analyse, test, and validate solutions for complex systems and sub-systems.					
Operations Processes	Knowledge of the responsibilities and tasks performed by various Operations departments/disciplines (e.g., Fabrication, Assembly, Tooling, Quality, Industrial Engineering, Manufacturing Engineering). Knowledge of the interactions between departments/disciplines and how their products/processes affect one another and impact non-operations processes (e.g., Engineering, Business, Logistics).					
Process Management Skills	Ability to determine the process to be used to accomplish goals, properly document processes, know how to organize people and activities, understand how to separate and combine tasks into efficient work flow, identify opportunities for synergy and integration, and simplify complex processes.					
Industry/Gov Standards	Knowledge of industry, military and government specifications, handbooks and standards.					
Mathematical Reasoning	Ability to determine, apply, and perform arithmetic operations in order to solve practical math problems. This includes the ability to extract/interpret relevant information from tables, charts, graphs, and text.					
Packaging (PHS&T)	Knowledge of packaging, handling, storage, and transportation (PHS&T) to meet customer requirements.					
Prod Sup and Eng Relationships	Knowledge of product support practices and interactions with other disciplines.					

16.13.3 Skill Level – Number of Competencies Table

		BAA EBA Classification												
Skill Level		1A	1B	2A	2B	2C	3A	3B	3C	3D	4A	4B		4C
Advanced Expert													1	Number of Competencies
Extensive Specialised									2	3	4	3		
Complete						3	5	6	5	3				
General			3	6	8	6	3	2						
Basic		9	6	3	2									

16.14 QUALITY

16.14.1 Discipline Definition

Integrates contractual and Boeing Quality Management System requirements into all aspects of proposals and program processes and documentation. Develops quality metrics, design and production certification plans to ensure compliance with contractual, Company and regulatory requirements. Conducts capability assessments and process validations to support supplier selection activities. Participates in various reviews to ensure quality attributes are incorporated into product designs. Performs analysis and process audits to ensure manufacturing and test readiness. Provides material review dispositions for non-conformances. Analyses non-conformance trends to evaluate effectiveness of corrective actions. Performs benchmarking and other forms of analysis to ensure specified processes capability levels are achieved.

16.14.2 Competencies

Quality competencies are derived from SJC Skill codes JA and NA, subgroups CD, CZ, DC, DE and FQ.

Quality		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Aircraft Structure	Knowledge of aircraft structure, materials strengths and properties, design criteria, loading conditions, and processes				N/A	N/A

Quality		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Analysis and Corrective Action	Knowledge of root cause analysis and corrective action of non-conformances to reduce scrap, minimize rework, reduce cost and improve quality to meet all requirements. Develops, reviews and approves product definition data including emergent design changes.					N/A
Analytical Skills	Skill and ability to: collect, organize, synthesize, and analyse data; summarize findings; develop conclusions and recommendations from appropriate data sources.					N/A
Assembly Process	Knowledge of assembly and production processes, manufacturing capabilities (e.g., composites, structures), and data needed for defining delivery configurations (e.g., design definition, program directives, engineering drawings, change memos, wiring diagrams and schematics, functional tests, supplier data). Ability to differentiate production (manufacturing) processes and requirements from in-service procedures and requirements.					N/A
Auditing Skills	Knowledge and ability in applying audit standards, procedures and techniques. Complete knowledge and ability to perform research, complete risk assessment, execute fieldwork, report results, follow up on management actions and support process improvement activities. Capable of applying auditing techniques using quantitative models. Using complete knowledge, applies auditing techniques using quantitative models. Knowledge of how to derive and allocate requirements (e.g., system, sub-system, software) and show traceability throughout the product lifecycle.					
Boeing Knowledge	Knowledge of Boeing's organizations, processes, program plans, policies and procedures, and products required to effectively perform functional responsibilities of the occupation.					

Quality		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Computer Aided Design Tools	Knowledge of computer aided design tools and systems (e.g., computer aided design/computer aided manufacturing (CAD/CAM), computer aided three dimensional interactive (CATIA)). Able to manipulate data sets, (e.g., compare CATIA to measurement data, create stereo lithography files).				N/A	N/A
Configuration/ Data Mgmt	Knowledge of drawing/data systems (e.g., ""used on"" drawings, part relationships, product data management) and configuration management principles and processes (e.g., part number control, revision level, naming conventions, product identification numbering systems).				N/A	N/A
Customer/Supplier Knowledge	Knowledge of customer's/supplier's organization, processes, policies and procedures, products, requirements, capabilities, practices, support resources, preferences, constraints, etc.					N/A
Engineering Drawings and Specs	Ability to read, understand and interpret engineering technical information (e.g., drawings, handbooks, industry standards and specifications).				N/A	N/A
Engineering Judgment	Exercises engineering judgment in developing appropriate decisions considering decision criteria, implications, and possible consequences, to ensure product design integrity. Demonstrates understanding of the applicable scientific and engineering knowledge and appropriately involves subject matter experts and others as appropriate to obtain good information for the engineering decision-making process.					
Engineering Processes	Knowledge of responsibilities and tasks performed by various Engineering departments/disciplines (e.g., design, test, software, technology, avionics, labs). Knowledge of the interaction between departments/ disciplines and how their products/processes affect one another and impact non-engineering processes (e.g., Operations, Logistics, Business).				N/A	N/A

Quality		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Exp Hardware Inspect & Valid	Knowledge of precision measurement tools and techniques for the inspection and validation of mechanical test hardware components and assemblies (e.g. conventional gages and measurement tools, CMM, laser tracker, theodolites). Familiarity with associated validation software for comparative analysis. Complete ability to document and report on results, and address discrepancies.					
Government Laws/Regulations	knowledge of relevant government laws and regulations impacting the functional responsibilities of the occupation.					
Manufacturing Methods	Knowledge of manufacturing, methods, fabrication processes (e.g., forming, stamping, machining, heat treatment, machines/machine tools, cutting tools and fluids, N/C programming, instrumentation, data acquisition and control systems). Ability to select the best method of producing parts, tools or assemblies.					N/A
S/W Development Tools	Knowledge of software development and testing tools (e.g., editors, compilers, linkers, desktop simulations, configuration management tools, requirements management tools) capability and usage.					N/A
Operations Processes	Knowledge of the responsibilities and tasks performed by various Operations departments/disciplines (e.g., Fabrication, Assembly, Tooling, Quality, Industrial Engineering, Manufacturing Engineering). Knowledge of the interactions between departments/disciplines and how their products/processes affect one another and impact non-operations processes (e.g., Engineering, Business, Logistics).				N/A	N/A
Process Improvement Methods	Knowledge of producibility and process improvement methodologies (e.g., statistical process control [SPC], Hardware Variability Control [HVC], 6-Sigma, statistical concepts, root cause analysis).					

Quality		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Product Review Process	Knowledge of Universal Product Review (UPR) including Material Review Authorization (MRA), Materials Review Board (MRB) processes, supplier delegated MRB processes (e.g., authorization, qualification, maintenance, disclosure), and post-production review.				N/A	N/A
Project Leadership	Ability to accept, direct, and perform responsibilities and work assigned tasks as a project team member in support of the overall project. Ability to lead and direct the activities and resources of assigned projects and support higher graded employees in large scale and complex projects.					
Quality Systems Process	Knowledge of production quality systems to analyse and resolve customer technical concerns. Extensive knowledge of QA organizations addressing customer quality concerns. Knowledge of the quality system (e.g., Boeing Quality Management System (BQMS), International Organization for Standardization (ISO9001), Aerospace Standard (AS91001).					
Risk Assessments Methodology	Knowledge of risk assessment methodologies and tools to update and develop mission essential lists/minimum equipment lists (MEL).					
Airplane Systems	Knowledge of one or more airplane systems (e.g., Airframe, Component, Power plant, Structure).					N/A
General Shop Processes	Knowledge of shop processes to include Foreign Object Damage/Debris (FOD) prevention, material handling, safety, calibration requirements and Electrostatic Discharge (ESD).					N/A

16.14.3 Skill Level – Number of Competencies Table

		BAA EBA Classification											
Skill Level	1A	1B	2A	2B	2C	3A	3B	3C	3D	4A	4B	4C	
Advanced Expert												3	Number of Competencies
Extensive Specialised								5	9	11	8		
Complete						6	13	15	13	6			
General			6	13	15	13	6	4					
Basic		17	13	6	4								

16.15 TEST

16.15.1 Discipline Definition\

Develops test plans, procedures and test equipment/software in order to insure company products and services comply with customer, regulatory, and company requirements. Designs, develops and integrates calibration systems. Designs test hardware, software and systems to achieve test requirements that encompass the full spectrum of testing. Analyses, reviews and validates test data. Prepares and publishes test reports. Conducts research in test technologies to improve efficiency and capability. Interfaces with other members of project or program teams, management, and technical staff to define and implement test engineering solutions.

16.15.2 Competencies

Test competencies are derived from SJC Skill codes 6G5D, subgroups 698, 63Y and 63Z.

Test		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Aircraft Structure	Knowledge of aircraft structure, materials strengths and properties, design criteria, loading conditions, and processes					

Test		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Analysis/Design Optimisation	Ability to evaluate complex vehicles and systems from a multitude of perspectives. Includes the ability to apply figures of merit and integrated optimization tools. Ability to perform multi-disciplinary trade studies to evaluate configuration alternatives for functional and spatial integration.					N/A
Engineering Drawings and Specs	Ability to read, understand and interpret engineering technical information (e.g., drawings, handbooks, industry standards and specifications).					N/A
Environment Analysis	Knowledge of vibration, acoustic and shock definition and analysis principles, processes, methods and tools for vehicles, including industry and company standard practices; and ability to perform analysis tasks.					N/A
Structural Analysis	Knowledge of structural analysis principles, processes, methods, and tools for vehicles, including industry and company standard practices; and ability to perform structural analysis tasks.					
Structural Repair	Knowledge of structural repair principles (e.g., fatigue and corrosion, stress analysis, statics, materials strength, material characteristics, repair techniques). Knowledge of structural repair, overhaul, non-destructive inspection, corrosion control, and composites.				N/A	N/A
Analytical Skills	Skill and ability to: collect, organize, synthesize, and analyse data; summarize findings; develop conclusions and recommendations from appropriate data sources.					
Boeing Knowledge	Knowledge of Boeing's organizations, processes, program plans, policies and procedures, and products required to effectively perform functional responsibilities of the occupation.			N/A	N/A	N/A

Test		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Certification & Qualification	Knowledge of verification, validation, certification and qualification processes and procedures, Ability to assess and document test or analysis data to show compliance. (e.g., Technical review of Engineering Data, Laboratory simulation, or actual procedure demonstration).					N/A
Computer Aided Design Tools	Knowledge of computer aided design tools and systems (e.g., computer aided design/computer aided manufacturing (CAD/CAM), computer aided three dimensional interactive (CATIA)). Able to manipulate data sets, (e.g., compare CATIA to measurement data, create stereo lithography files).			N/A	N/A	N/A
Engineering Judgment	Exercises engineering judgment in developing appropriate decisions considering decision criteria, implications, and possible consequences, to ensure product design integrity. Demonstrates understanding of the applicable scientific and engineering knowledge and appropriately involves subject matter experts and others as appropriate to obtain good information for the engineering decision-making process.					
Engineering Processes	Knowledge of responsibilities and tasks performed by various Engineering departments/disciplines (e.g., design, test, software, technology, avionics, labs). Knowledge of the interaction between departments/ disciplines and how their products/processes affect one another and impact non-engineering processes (e.g., Operations, Logistics, Business).			N/A	N/A	N/A
Government Laws/Regulations	knowledge of relevant government laws and regulations impacting the functional responsibilities of the occupation.				N/A	N/A
Materials Engineering Principles	Knowledge of materials engineering and scientific principles to develop, design, analyse, test, and validate solutions for complex systems, sub-systems and designs.				N/A	N/A

Test		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Modelling and Simulation	Knowledge of programming languages (e.g., C++, Matlab, Visual Basic, C, Assembly, C#, Java). Knowledge of modelling and prototyping tools (e.g., Matlab , MathCAD, manufacturer specific tools for signal processing software). Knowledge of computing equipment and its operating systems (e.g., Windows, Unix, Linux). Knowledge of software development and testing tools (e.g., editors, compilers, linkers, desktop simulations, configuration management tools, requirements management tools) capability and usage.				N/A	N/A
Structural Testing	Knowledge and ability required to plan, conduct, coordinate and/or develop test requirements; and knowledge of multi-disciplinary structural testing of vehicles, their components or supporting technology.					N/A
Test Configuration Control	Knowledge of test article/vehicle configuration control procedure required to prepare for a given test. This requires the use of configuration control management process to track and maintain article/vehicle configuration. Basic ability to configure the test article using test requirements gathered from test plans, government regulations, and safety rules.					
Test Hardware/Equipment Design	Knowledge of design of experimental models, mechanisms, prototypes, test rigs and fixtures, test equipment, and load measurement devices. Includes mechanical, hydraulic and pneumatics systems design. Knowledge of machine shop tools and processes. Ability to integrate wide range of test instrumentation (e.g. strain, pressure, and temperature). Utilizes analytical tools (e.g. classical stress analysis, finite element analysis, CAD based kinematics) to validate design and document in report format					
Test Conduct	Ability to lead a team to conduct a test, compilation of test sequence, monitor progress of the test, and record test activities while being able to accommodate any unforeseen events that occur during the test.					

16.15.3 Skill Level – Number of Competencies Table

BAA EBA Classification													
Skill Level	1A	1B	2A	2B	2C	3A	3B	3C	3D	4A	4B	4C	
Advanced Expert												2	Number of Competencies
Extensive Specialised								3	6	8	6		
Complete						4	9	10	9	4			
General			5	10	12	10	5	3					
Basic		14	10	5	3								

16.16 RESEARCH - COMPOSITES

16.16.1 Discipline Definition

Defines requirements for materials, parts and processes used in the development and manufacture of products. Manage deployment of materials, parts and processes to necessary contractual, regulatory and business operation processes. Evaluates emerging technologies for potential application to business needs. Research, develops and qualifies new materials, parts and processes to meet requirements. Integrates new technologies as appropriate. Manages customer and suppliers test programs for developing materials, parts and processes to meet requirements. Conducts analysis and design optimisation to develop improvements to materials or parts.

16.16.2 Competencies

Research - Composites competencies are derived from SJC Skill codes 6F4B, 6F4A, 6F4B, 6G5C, 6G5D, 6G5H and 6L9B, subgroups 6B5, 647, 653, 698, 6A6, 6A7, 6A8 and 6F4.

Research - Composites		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Aircraft Structure	Knowledge of aircraft structure, materials strengths and properties, design criteria, loading conditions, and processes					N/A
Analysis/Design Optimisation	Ability to evaluate complex vehicles and systems from a multitude of perspectives. Includes the ability to apply figures of merit and integrated optimization tools. Ability to perform multi-disciplinary trade studies to evaluate configuration alternatives for functional and spatial integration.					N/A

Research - Composites		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Analytical Skills	Skill and ability to: collect, organize, synthesize, and analyse data; summarize findings; develop conclusions and recommendations from appropriate data sources.				N/A	N/A
Assembly Process	Knowledge of assembly and production processes, manufacturing capabilities (e.g., composites, structures), and data needed for defining delivery configurations (e.g., design definition, program directives, engineering drawings, change memos, wiring diagrams and schematics, functional tests, supplier data). Ability to differentiate production (manufacturing) processes and requirements from in-service procedures and requirements.					
Certification & Qualification	Knowledge of verification, validation, certification and qualification processes and procedures, Ability to assess and document test or analysis data to show compliance. (e.g., Technical review of Engineering Data, Laboratory simulation, or actual procedure demonstration).					N/A
Computer Aided Design Tools	Knowledge of computer aided design tools and systems (e.g., computer aided design/computer aided manufacturing (CAD/CAM), computer aided three dimensional interactive (CATIA)). Able to manipulate data sets, (e.g., compare CATIA to measurement data, create stereo lithography files).				N/A	N/A
Design/Build Prototype	Knowledge of manufacturing processes, materials, prototyping techniques and applicable technologies to build initial concepts through final validation pre-production models.					N/A
Engineering Economics Analysis	Advanced knowledge of mathematics and the financial acumen to conduct business case analysis (e.g., cost benefit analysis, trade studies, benchmarking, design to cost, economic analysis, risk analysis, bid proposals).				N/A	N/A

Research - Composites		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Engineering Judgment	Exercises engineering judgment in developing appropriate decisions considering decision criteria, implications, and possible consequences, to ensure product design integrity. Demonstrates understanding of the applicable scientific and engineering knowledge and appropriately involves subject matter experts and others as appropriate to obtain good information for the engineering decision-making process.				N/A	N/A
Engineering Standards	Knowledge of specification format requirements, guidelines, and change control processes. Understanding of relationship between specifications/standards and aircraft/product certification systems.				N/A	N/A
Intellectual Property	Knowledge of intellectual property interests, and the ability to recognize and/or exploit the value of intellectual property as part of business transactions.				N/A	N/A
Manufacturing Methods	Knowledge of manufacturing, methods, fabrication processes (e.g., forming, stamping, machining, heat treatment, machines/machine tools, cutting tools and fluids, N/C programming, instrumentation, data acquisition and control systems). Ability to select the best method of producing parts, tools or assemblies.					
Materials & Processing	Knowledge of material processing for metals (e.g., welding forging, heat treat, machining, forming), polymers and composites (e.g., autoclave curing, lay-up, co-curing, repair), sealants and finishes processing (e.g., plating, painting, surface preparation, fay surface sealing, fillet sealing), and ceramic (e.g., high temperature processing, machining) and electronic materials (e.g., soldering, printed circuit board cleaning, conformal coating).					
Polymers & Composite Materials	Knowledge of polymers and composite materials (e.g., carbon, fiberglass, aramid, adhesives, thermoset/thermoplastic resins).					

Research - Composites		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Process Improvement Methods	Knowledge of producibility and process improvement methodologies (e.g., statistical process control [SPC], Hardware Variability Control [HVC], 6-Sigma, statistical concepts, root cause analysis).				N/A	N/A
Process Modelling	Apply advanced knowledge of modelling techniques (e.g., mathematical modelling, simulation, design of experiments, operations research) to analyse a system.					
Project Management	The ability to achieve desired outcomes on projects, on-time and within budget. Ability to define the project, design and plan the project, and manage the project team. Ability to control and deliver project deliverables, project accounting and appraisal, and optimize the contribution of the people involved.				N/A	N/A
Structural Analysis	Knowledge of structural analysis principles, processes, methods, and tools for vehicles, including industry and company standard practices; and ability to perform structural analysis tasks.					N/A
Structural Design	Knowledge of structural design principles and practices from requirements generation to production and product support.					N/A
Structural Testing	Knowledge and ability required to plan, conduct, coordinate and/or develop test requirements; and knowledge of multi-disciplinary structural testing of vehicles, their components or supporting technology.					N/A

Research - Composites		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Supplier Tech Management	Knowledge of project and supplier techniques (e.g., design reviews, schedule reviews, production readiness) required for the management of the supplier's technical activities (e.g., design, development, test). The ability to develop technical requirements and evaluate supplier performance as related to those requirements. The ability to distinguish between requirements and objectives and to balance between those requirements and the supplier's capabilities and limitations. Capable of working effectively with supplier technical team in assessing product/system issues or designs.				N/A	N/A
Test Program Design	Knowledge of test program design (e.g., design of experiments, test plan development, validation).					N/A

16.16.3 Skill Level – Number of Competencies Table

BAA EBA Classification													
Skill Level	1A	1B	2A	2B	2C	3A	3B	3C	3D	4A	4B	4C	
Advanced Expert												2	Number of Competencies
Extensive Specialised								3	7	8	6		
Complete						6	12	14	12	6			
General			6	12	14	12	6	4					
Basic		16	12	6	4								

16.17 RESEARCH - AUTOMATION

16.17.1 Discipline Definition

Defines requirements for materials, parts and processes used in the manufacture of products. Produces specifications and other documents to manage the deployment of materials, parts and processes. Maintains compliance with contractual and regulatory obligations. Promotes standardization across business activities. Evaluates emerging technologies for potential application to business needs. Develops and qualifies new materials, parts and processes to meet requirements. Integrates new technologies as appropriate. Manages test and audit programs to

qualify suppliers to applicable requirements. Conducts analysis to determine reasons for failures of materials, parts or processes. Implements corrective and preventive actions. Designs, develops and qualifies computer and production systems to satisfy user requirements.

16.17.2 Competencies

Research - Automation competencies are derived from SJC Skill codes 6F4B, 6G5B, 6H6F, 6H6G, 6J7B, 8AAG, 8AFU and BBAP, subgroups 823, 828, 67A, 67K, 6A7, 6B3, 6B5, 6B8, 6D7, 6G5 and B50.

Research - Automation		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Project Management	The ability to achieve desired outcomes on projects, on-time and within budget. Ability to define the project, design and plan the project, and manage the project team. Ability to control and deliver project deliverables, project accounting and appraisal, and optimize the contribution of the people involved.				N/A	N/A
Test Program Design	Knowledge of test program design (e.g., design of experiments, test plan development, validation).					N/A
Automated Equipment Controls	Knowledge of machine and process control hardware and software' (e.g., Computer Numerical Control (CNC), Programmable Logic Control (PLC), Personal Computer (PC), robot). Ability to create hard real time, on and off line programs for control systems, using a variety of 3 dimensional Computer Aided Design/ Computer Aided Manufacturing (CAD/CAM) systems and software development tools. Ability to integrate hardware and software into systems for aerospace manufacturing processes.					

Research - Automation		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Hardware/ Software Development	<p>Knowledge of programming languages (e.g., C#, Java, Java 2 Enterprise and Mobile Editions (J2EE, J2ME), C++, Visual Basic, C, Assembly, Ladder Logic, Numerical Control (NC) Programming, Matlab). Knowledge of communications, networking, and protocols (e.g., Transport Control Protocol/Internet Protocol (TCP/IP), File Transfer Protocol (FTP), Extensible Mark-up Language (XML), Wireless Access Protocol (WAP)).</p> <p>Knowledge of computing equipment and its operating systems (e.g., Windows, Unix, Linux). Knowledge of software development and testing tools (e.g., editors, compilers, linkers, desktop simulations, configuration management tools, requirements management tools) capability and usage.</p> <p>Ability to apply knowledge of database engines to the design of databases and reporting structures. Ability to integrate hardware and software components into a functional system. Knowledge of software testing and usability theory. Knowledge of testing, usability practices. Ability to write and execute test scripts and perform usability analyses.</p>					
Industry Awareness	Complete understanding to build and use industry knowledge for planning and performance accomplishment. This includes knowledge of competition and strategic partners.				N/A	N/A
Analytical Skills	Skill and ability to: collect, organize, synthesize, and analyse data; summarize findings; develop conclusions and recommendations from appropriate data sources.					N/A
Computer Aided Design Tools	Knowledge of computer aided design tools and systems (e.g., computer aided design/computer aided manufacturing (CAD/CAM), computer aided three dimensional interactive (CATIA)). Able to manipulate data sets, (e.g., compare CATIA to measurement data, create stereo lithography files).				N/A	N/A

Research - Automation		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Manufacturing Methods	Complete knowledge of manufacturing, methods, fabrication processes (e.g., forming, stamping, machining, heat treatment, machines/machine tools, cutting tools and fluids, N/C programming, instrumentation, data acquisition and control systems). Ability to select the best method of producing parts, tools or assemblies.				N/A	N/A
Equipment Design & Prototyping	Complete knowledge of electro-mechanical design and machine controls, computer aided design tools (e.g., CATIA, Autocad Inventor), and machine shop processes. Ability to develop prototype production equipment by designing, simulating, building, modifying, testing, and integrating components to minimize risk and demonstrate concept feasibility.					
Production Measurement Tech.	Knowledge of measurement systems (e.g., photogrammetry, coordinate measuring machines, laser tracker, laser radar, laser alignment, portable measurement tools). Capable of designing measurement systems and tools.					N/A
Supplier Tech Management	Complete knowledge of project and supplier techniques (e.g., design reviews, schedule reviews, production readiness) required for the management of the supplier's technical activities (e.g., design, development, test). The ability to develop technical requirements and evaluate supplier performance as related to those requirements. The ability to distinguish between requirements and objectives and to balance between those requirements and the supplier's capabilities and limitations. Capable of working effectively with supplier technical team in assessing product/system issues or designs.				N/A	N/A
Machine Control Data	Ability to utilize or create source geometry for generation of machine control data (MCD) for a variety of equipment, materials, parts and assemblies. Ability to verify MCD and create documentation to support manufacturing processes.					

Research - Automation		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Fabrication & Assembly Tools	Knowledge of tool functions and capabilities (e.g., indexing, fixturing, handling) to support the manufacturing processes and flow.				N/A	N/A
Requirements/ Tracing	Complete knowledge of how to derive and allocate requirements (e.g., system, sub-system, software) and show traceability throughout the product lifecycle					N/A
Systems Trade Studies	Knowledge of trade study process (e.g., benchmarking, best value).				N/A	N/A
Machine Design	Knowledge of machine design principles and methodologies.					N/A
Machine Tool System Knowledge	Knowledge of set up, maintenance, trouble shooting and repair of complex machine tools. System knowledge of hydraulics, pneumatics, drive systems, control systems, vision systems, and industrial computers.				N/A	N/A
Robotics	Extensive and specialized ability to research distributed control, sensory data, image processing and fusion, advanced control schemes, high fidelity world perception modelling of systems and man-machine interfaces. Extensive and specialized ability to research robot kinematics and dynamics, robot vision and navigation, design control structures for robot systems and manufacturing systems, artificial intelligence systems such as expert systems, neural networks and fuzzy logic for robotics applications, computer architectures and applications for automated and man/machine systems.					
World Modelling, Sim and Reason	Extensive and specialized knowledge of science and technologies involved in modelling and simulating the physical and/or data environment in such a way that a computer can correctly interpret it and computationally reason on it. Extensive and specialized ability to employ various software modelling and simulation tools.					

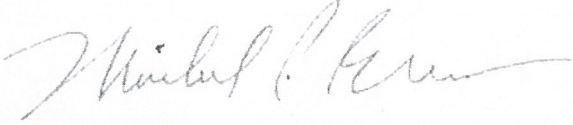
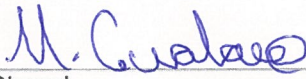
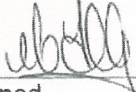
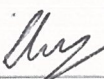
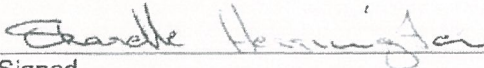
Research - Automation		Basic	General	Complete	Extensive Specialised	Advanced Expert
Competency	Attribute					
Auto Plan, Rsn, Guide and Nav	Extensive and specialized knowledge of methodologies, algorithms and architectures governing the control of autonomous agents from low-level guidance and navigation to high-level mission planning and replanning.					N/A

16.17.3 Skill Level – Number of Competencies Table

Skill Level	BAA EBA Classification												Number of Competencies
	1A	1B	2A	2B	2C	3A	3B	3C	3D	4A	4B	4C	
Advanced Expert												2	
Extensive Specialised								3	6	8	6		
Complete						5	11	13	11	5			
General			5	11	13	11	5	3					
Basic		14	11	5	3								

Boeing Aerostructures Australia Pty Ltd (Port Melbourne) Enterprise Agreement 2018

Signed for and on behalf of:

<p>Boeing Aerostructures Australia Pty Ltd 226 Lorimer Street Port Melbourne VIC 3207</p>	<p>Signed  Michael Bunker Managing Director Position</p>
<p>Employee Representative (AMWU) 226 Lorimer Street Port Melbourne VIC 2207</p>	<p> Signed Michael Gualano Print Name AMWU Delegate Position</p>
<p>Automotive, Food, Metals, Engineering, Printing and Kindred industries Union (AMWU) Level 1, 251 Queensberry Street Carlton South VIC 3053</p>	<p> Signed Craig Kelly, May 8, 2018 Print Name Assistant State Secretary Position May 8, 2018</p>
<p>Employee Representative (Professionals Australia) 226 Lorimer Street Port Melbourne VIC 2207</p>	<p> Signed RHYS WOLFENDEN Print Name PA DELEGATE Position</p>
<p>Association of Professional Engineers, Scientists and Managers (Professionals Australia) Level 2, 163 Eastern Road South Melbourne VIC 3205</p>	<p> Signed SHARELLE HERRINGTON Print Name VICTORIAN DIRECTOR Position 8th MAY 2018</p>

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2018/1928

Applicant:
Boeing Aerostructures Australia Pty Ltd

Undertakings - section 190

I, Michael Sorrenson, Director – Manufacturing and Supply Chain Operations of Boeing Aerostructures Australia Pty Ltd (“BAA”) give the following undertakings with respect to the *Boeing Aerostructures Australia Pty Ltd (Port Melbourne) Enterprise Agreement 2018* (Agreement):

1. I have the authority given to me by Boeing Aerostructures Australia Pty Ltd to provide these undertakings in relation to this application before the Fair Work Commission (**Commission**).
2. The Commission is concerned that not all the terms of the Agreement comply with the *Fair Work Act 2009* (Cth) (**FW Act**), but BAA understands it will accept the following undertakings pursuant to s.190 of the FW Act so that the Commission may approve the Agreement.
3. BAA undertakes:

Termination

- a) Clause: 4.3.1.1.5 of the Agreement - that apprentice employees covered by the Agreement will receive notice of termination in accordance with the FW Act.
- b) Clause 4.7 of the Agreement – that it will apply this clause consistently with section 117 of the FW Act.
- c) Clause 7.1.11 of the Agreement – that it will ensure all employees receive their annual leave entitlements upon termination of employment in accordance with the National Employment Standards (‘NES’) in the FW Act.

Carer’s leave

Clause 7.2.2.4 of the Agreement – that each employee covered by the Agreement is eligible to take unpaid carer’s leave in accordance with the NES.

Public Holidays

As to clause 7.7.1.2 of the Agreement:

- (a) to the extent the State of Victoria declares or prescribes a public holiday for the Friday before AFL Grand Final (‘AFL Grand Final Friday’) in a particular year, BAA will assign that day as an ‘additional day’ (i.e. the 13th public holiday) under clause 7.7.1.2;

- (b) if in a particular year, AFL Grand Final Friday is not declared or prescribed as a public holiday by the State of Victoria, then BAA may assign as the 13th public holiday ('additional day') under clause 7.7.1.2, another day (other than a day set out in section 115(1)(a) of the FW Act) that the State of Victoria may declare or prescribe as a public holiday;
- (c) where a day or part day is declared or prescribed by the State of Victoria as a public holiday, and that day or part day is not assigned as the 13th public holiday under clause 7.7.1.2, BAA will otherwise observe that day or part day as a public holiday in accordance with sections 114 to 116 and section 55 of the Fair Work Act.

Supported Wage System

Clause 5.3.3.2 of the Agreement –will provide the minimum amount payable per week to employees on a supported wage, as provided at Schedule C of each relevant modern award.

Casual Employment

Despite the provisions in Clause 4.2.3 of the Agreement, BAA will apply the National Employment Standards according to their terms consistent with the decision in *Workpac Pty Ltd v Skene [2018] FCAFC 131*.

BAA will ensure copies of these undertakings will be available to all employees covered by the Agreement.

Employer name: Boeing Aerostructures Australia Pty Ltd

Authority to sign: Director – Manufacturing and Supply Chain Operations, Michael Sorrenson

Signature: 

Date: 11 September 2018

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (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 the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) 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 employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer 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 employer 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.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) 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 employer'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

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

- (12) 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 employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) 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).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).