



TAE Aerospace

Enterprise Agreement

2024



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1 Application and Operation

1.1 Title

The Agreement will be known as the TAE Aerospace Enterprise Agreement 2024 (**Agreement**).

1.2 Duration

This Agreement will commence operation seven (7) days after it is approved by the Fair Work Commission (the FWC) and will have a nominal expiry date of 30 June 2026.

1.3 Application & Coverage of Agreement

This Agreement will cover and apply to:

- (a) TAE Aerospace Pty Ltd (**the Company**);
- (b) the employees of the Company employed in the classifications set out in clause 4.4 of this Agreement (**the Employees**); and
- (c) the *Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union known as the Australian Manufacturing Workers Union (AMWU)* (**the Union**), where an application is made to the FWC in accordance with section 183 of the *Fair Work Act 2009 (Cth)* (the **Act**) and where the FWC notes the Agreement covers the Union in its Decision to approve the Agreement.

1.4 Relationship to other Awards

- (a) The terms of the *Manufacturing and Associated Industries and Occupations Award 2020* (**the Award**) as varied from time to time, are incorporated into this Agreement with the exception of clause 30 of the Award. If an incorporated Award term is inconsistent with an express term of this Agreement, the express term in the Agreement prevails over the incorporated Award term to the extent of the inconsistency.
- (a) Despite clause 1.4 (a), any “flexibility term” (as defined in the Act) that is contained in the Award is not incorporated into this Agreement.
- (b) In this Agreement, references to the Award shall mean the Award as incorporated into the Agreement unless the context requires otherwise.
- (c) Upon incorporating Award terms into the Agreement, the incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of an award. So, for example, the applicable loadings, penalties and allowances in the Award apply to the rates of pay due under the Agreement, not the Award rate.

1.5 No Extra Claims

The Agreement is made in full and final satisfaction of all matters between the Company, Employees and the Union relating to the employment relationship of the Employees. It is a term of this Agreement that the Company, the Employees or the Union will not pursue extra claims in relation to any matters, whether they are dealt with in this Agreement or not, during the life of this Agreement.



1.6 Relationship to the National Employment Standards

This Agreement will be read and interpreted in conjunction with the National Employment Standards (**the NES**) contained in the Act. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

1.7 Anti- Discrimination

It is the intention of the Company, the Employees and the Union to help prevent and eliminate discrimination in accordance with the relevant legislation.

1.8 Consultation

- (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;
 - (c) 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;
 - (c) 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 mean: the employees who may be affected by a change referred to in subclause (1).

2 Contract of Employment

2.1 Employment Medical Examinations

- (a) At the direction of the Manager, medical examinations of Employees may be required to be performed from time to time if circumstances warrant such examinations to ensure that Employees are fit for duty and can safely perform the duties of their role or any other suitably available role.

2.2 Probationary Period

- (a) Permanent full-time and part-time Employees will be engaged for an initial probationary period of six (6) months. However, the probationary period may be shortened at the discretion of the Company.
- (b) If an Employee is subject to a probationary period, the Employee or the Company can terminate the Employee's employment during the probationary period by giving one week's notice or by the Company making a payment in lieu of one week's notice.
- (c) Fixed-term and fixed-task Employees are not subject to a probationary period.
- (d) An Employee who becomes a permanent employee following a fixed-term or fixed-task period of six (6) months or more are not subject to a probationary period.

2.3 Types of Employment

Employees may be engaged in the following categories of employment:

- (a) A full-time Employee works an average 38 hours per week but not exceeding 152 hours over 28 days.
- (b) A part-time Employee works hours an average less than 38 hours per week and is paid on a pro rata basis the entitlements of full-time Employees.



- (c) A 'Permanent Employee' is an Employee employed on an ongoing basis with no end date on either a full-time or part-time basis.
- (d) A 'Fixed- Term Employee' or 'Fixed- Task Employee' is a person who is employed for a specified period of time or for a specified task on either a full-time or part-time basis as described in a contract of employment.
- (e) An Employee who is either a fixed-term Employee or a fixed-task Employee is entitled to receive the same benefits under this Agreement as would a full-time Employee, except for notice of termination and redundancy pay entitlements. All accruals and entitlements will be calculated on a pro-rata basis according to the Employee's ordinary hours of work.
- (f) A casual Employee as defined by section 15A of the Fair Work Act 2009 (Cth). A casual Employee will be paid the appropriate base hourly rate relevant to their classification level plus a casual loading of 25%. The casual loading is paid in lieu of paid leave entitlements (other than long service leave), public holidays not worked, notice of termination and redundancy entitlements. Casual Employees may be eligible to convert to permanent employment in accordance with the Act.

2.4 Operational Flexibility

The Company may require an Employee to carry out any work that the Company deems them competent to perform, subject to safety and statutory requirements. The Employees will undertake their work diligently, using the due care and skill expected of someone with their qualifications and experience.

Employees accept:

- (a) the Company can require Employees to perform any tasks, including any operating or maintenance tasks subject to safety and statutory requirements;
- (b) there will be no barriers preventing Employees from performing all tasks in which they have been trained and/or deemed competent to perform by the Company;
- (c) the Company can use contractors on any work as required to meet the needs of the business;
- (d) the principal consideration in the allocation of work to an Employee will be whether or not an individual is competent to safely perform a given task; and
- (e) that promotions of Employees will be based on aptitude and merit.
- (f) Casual Employees and Labour Hire.

All Casual Employees engaged in accordance with the classifications contained within this Agreement will be paid a 25% loading for all hours worked.

Casual Employees may be eligible to convert to permanent employment in accordance with the Act.

The Company must ensure the wages and conditions of contractors' and labour hire companies' employees 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.



In circumstances where a labour hire engagement is utilised for Classifications covered by the Agreement, the provisions of this Agreement will apply.

2.5 Meeting Peak Workloads

In circumstances where the Company faces an unplanned and unforeseen increase in workload, the manner in which the extra work is performed and the person(s) who will perform the extra work may include:

- (a) the Company using existing Employees through the working of ordinary hours and/or reasonable overtime; or
- (b) Short-term shift arrangements; or
- (c) Long-term shift arrangements; or
- (d) Fixed-term or fixed-task Employees and/or labour hire.

2.6 Stand Down

The Company will have the right to stand down an Employee during a period in which the Employee cannot usefully be employed because of a number of circumstances including:

- a breakdown of supply or machinery, if the Company cannot reasonably be held responsible, or
- as a result of industrial action, or
- a stoppage of work for any cause for which the Company cannot reasonably be held responsible.

Where an Employee has been stood down in accordance with this clause, they may elect to either:

- (a) take accrued annual leave, or
- (b) take leave without pay, or
- (c) any combination of the above two options

Where the Employee elects to take unpaid leave, the period taken will be recognised as continuation of service.

2.7 Training

- (a) Training undertaken by Employees will be based upon the needs of the Company. Employees are expected to undertake training in accordance with the requirements of the Company and the skill development needs of the Employees. This may include training "off shift".
- (b) Employees required to undertake training will be paid for such time at ordinary rates and will be reimbursed for necessary expenses incurred upon production to the Company of evidence of payment.



2.8 Termination of Employment

- (a) Employees, including apprentices may resign from their employment by giving the Company the following period of notice in writing.

Employee's Period of Continuous Service with the Company at the Time Notice is Given	Period of Notice
Up to the completion of 1 year	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

This period may be modified to a shorter period by mutual written agreement between the Company and the Employee. Where a shorter period is agreed the Employee will be paid only for the agreed period.

- (b) The Company may terminate an Employee's employment by providing an Employee with notice of termination in accordance with the same notice required of the Employee. The Company may pay an Employee, in lieu of part or all of the required notice. Employees aged over 45 years of age and having completed at least two (2) years of continuous service, at the time of the giving of the notice, are entitled to an additional week's notice or payment in lieu.
- (c) Where the Company has given notice of termination to an Employee, an Employee will be allowed up to one (1) day time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the Employee after consultation with the Company.
- (d) If the Company has engaged an Employee for a fixed period or a specific task (ie fixed-term and fixed-task Employees), the Employee's contract of employment will terminate at the completion of the period or task without the need for notice of termination to be given to the Employee.
- (e) If the Company elects to make a payment in lieu of notice, the amount payable will be calculated in accordance with the NES and based on what the Employee would have earned if their employment would have continued to the end of the period of notice but excludes the possibility of non-rostered overtime.
- (f) The employment of a casual Employee may be terminated without notice.
- (g) Subject to any relevant legislative requirements or limitations, in the case of termination of employment (other than termination of employment for serious misconduct), an Employee may, at their discretion, elect to salary sacrifice their leave entitlements and any redundancy pay where applicable, and in their place have a payment of an equivalent amount paid to their superannuation fund.

2.9 Serious Misconduct

The requirement to give notice or pay in lieu, does not apply when the Company terminates an Employee's employment for serious misconduct. In this case, the termination will take effect immediately and wages shall be paid to the time of dismissal only.



For the purpose of this Clause, serious misconduct is conduct that would make it unreasonable to require the Company to continue the Employee's employment during the notice period. In accordance with the Fair Work Regulations 2009 (Cth) it includes, but is not limited to:

- (a) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
- (b) conduct that causes serious and imminent risk to:
 - (i) the health or safety of a person; or
 - (ii) the reputation, viability or profitability of the employer's business.
 - (iii) the employee, in the course of the employee's employment, engaging in:
 - theft; or
 - fraud; or
 - assault; or
 - sexual harassment;
 - the employee being intoxicated at work;
 - the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment a serious breach of Company Policies and/or Procedure.

2.10 Redundancy

- (a) An Employee is entitled to be paid redundancy pay by the Company if the Employee's employment is terminated:
 - (i) at the Company's initiative because the Company no longer requires the job done by the Employee to be done by anyone, except where there is due to the ordinary and customary turnover of labour; or
 - (ii) because of the insolvency or bankruptcy of the Company.
- (b) Subject to clause 2.10(d) to (g), all full-time and part-time Employees whose employment is terminated for reason of redundancy will be entitled to the payment of redundancy pay as follows:
 - (i) an Employee with at least one (1) year but less than two (2) years continuous service with the Company on termination will be entitled to four (4) weeks' redundancy pay.
 - (ii) an Employee with at least two years' continuous service with the Company on termination will be entitled to three (3) weeks' redundancy pay for each completed year of service, to a maximum payment of fifty-two (52) weeks' redundancy pay.

The quantum of the redundancy pay in this clause will be increased by twenty-five percent (25%) if the Employee is aged over forty-five (45) years at the date of termination of employment, to a maximum payment of fifty-two (52) weeks' pay in total.

- (c) For the purpose of this clause, "week's pay" means the ordinary time rate of pay as defined in clause 4.2 for the Employee concerned, provided that such rate will exclude:
 - (i) incentive-based payments and bonuses;



- (ii) loadings;
 - (iii) monetary allowances (with the exception of the allowances listed in clause 4.2);
 - (iv) overtime and penalty rates; and
 - (v) any other separately identifiable amount.
- (d) The entitlement to redundancy pay does not apply to:
 - (i) an Employee employed for a specified period of time, for a specified task, or for the duration of a specified season;
 - (ii) an Employee whose employment is terminated because of serious misconduct
 - (iii) a casual Employee
 - (iv) an apprentice
 - (v) an Employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement.
- (e) Further, redundancy pay does not apply to the termination of an Employee's employment if, immediately before the time of the termination, or at the time when the person was given notice of the termination, (whichever happened first):
 - (i) the Employee's period of continuous service with the Company is less than twelve (12) months; or
 - (ii) the Company is a small business employer.
- (f) If an Employee is entitled to be paid an amount of redundancy pay and the Company:
 - (i) obtains other acceptable employment for the Employee; or
 - (ii) cannot pay the amount;
 - (iii) the Company may make application to the FWC in accordance with section 120 of the Act to vary the amount of redundancy pay payable to the Employee.
- (g) The provisions of section 122 of the Act will apply in relation to the obligation to pay redundancy pay in the circumstances of a transfer of business.
- (h) An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause (clause 2.10) had they remained in employment until the expiry of the notice, however they are not entitled to payment instead of notice.
- (i) Time off During Notice Period:
 - (i) During the period of notice of termination given by the Company an Employee will be allowed up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment. This entitlement is in lieu of the entitlement provided in clause 2.10(c) of this Agreement.
 - (ii) If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee will, at the request of the Company, be required to produce proof of attendance at an



interview or they will not receive payment for the time absent. For this purpose, a statutory declaration is sufficient.

2.11 Dispute Resolution

In the event of a dispute relating to a matter:

- (i) arising under the agreement; or
- (ii) arising about the National Employment Standards;

The procedure for resolution of such disputes is as follows:

- (a) When a dispute arises the matter will be referred for discussion between the Employee and their immediate team leader.
- (b) If the matter is not resolved, it will be referred, in writing to their Manager or their nominee for discussion. The team leader may participate in these discussions.
- (c) If the matter is not resolved, the Company may refer it to a more senior level of management or to the Chief Executive Officer TAE Aerospace or their nominee for discussion.
- (d) If the matter is not resolved, it may be referred to the FWC for conciliation and, if the dispute is over the application of this Agreement or NES, then arbitration.
- (e) In exercising its arbitration functions in this dispute resolution clause, the FWC may exercise such procedural powers in relation to hearings, witnesses, evidence and submissions as are necessary to make the arbitration effective.
- (f) In accordance with the Act, a decision of the FWC under this procedure may be appealed. The FWC may hear the appeal and exercise such powers in respect of the appeal as provided in the Act.
- (g) Until the matter is determined, work will continue as directed without prejudice to the positions of the parties. Every effort will be made to ensure settlement of a grievance at the earliest possible stage and at each stage an agreed time for resolution of the dispute will be made before progression to the next step.
- (h) An Employee may choose to have a representative at any stage of the dispute resolution procedure. Where the representative is another TAE Aerospace Employee, they will be given appropriate time and facilities during work to assist in the dispute resolution. The Company may similarly appoint a representative for the purposes of the procedures in this clause.

3 Work Arrangements

3.1 Hours of Work – Day Workers

- (a) The ordinary hours of work for day workers are an average of thirty-eight (38) hours per week but not exceeding 152 hours in twenty-eight (28) days and will be worked between the hours of 6:00am and 6:00pm Monday to Saturday inclusive.
- (b) The spread of hours (6:00am to 6:00pm) may be altered by up to one (1) hour by either moving it forward by one hour or backwards by one hour, by agreement between the



Company and majority of Employees concerned, or between the Company and an individual Employee.

- (c) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the Company between 6:00am and 6:00pm, or as varied in accordance with clause 3.1(b).
- (d) The rate to be paid for ordinary hours of work on a Saturday is time and a half.
- (e) Any work performed outside the spread of hours will be paid for at overtime rates. 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 thirty-eight (38) ordinary hours of work.
- (f) By agreement between the Company and the majority of Employees, a Rostered Day Off (RDO) may be introduced.
- (g) Employees may be required to work day work of up to twelve (12) hours duration comprising of ordinary time (eight (8) ordinary hours) and overtime.
- (h) The company will consult with its Employees and provide as much notice as possible in circumstances where it introduces or makes changes to roster arrangements. However a minimum notice period of seven (7) days' for short-term roster and twenty-one (21) days for long-term roster changes will be given unless there is agreement between the Company and the affected Employee.

3.2 Hours of Work – Shift Workers

- (a) For the purposes of this clause, the following definitions apply:
 - (i) **Roster** is a schedule of shifts to be worked over a specific period.
 - (ii) **Rostered shift** means any shift of which the Employee concerned has had at least forty-eight (48) hours' notice.
 - (iii) **Afternoon shift** means any shift finishing after 1800 and at or before 2400. By agreement between the Company and the majority of Employees concerned or an individual Employee, the span of hours over which shifts may be worked may be altered by up to one (1) hour at either end of the span.
 - (iv) **Night shift** means any shift finishing after 2400 and at or before 0800. By agreement between the Company and the majority of Employees concerned or an individual Employee, the span of hours over which shifts may be worked may be altered by up to one (1) hour at either end of the span.
 - (v) **Short-term shift work arrangement** will not be for more than three (3) months in any six (6) month period.
 - (vi) **Long-term shift work arrangement** may be introduced either for a defined period of at least three (3) months or on an ongoing basis, to be determined by the Company.
- (b) The ordinary hours of work for non-continuous shift workers are an average of thirty-eight (38) hours per week and will not exceed 152 hours in twenty-eight (28) consecutive days.
- (c) The Company may require Employees to work shift work. The Company will consult with its Employees and provide as much notice as possible in circumstances where it



introduces or changes a short-term or long-term shift work arrangement. However, a minimum notice period of seven (7) days' for short-term shift work arrangements and twenty-one (21) days' for long-term shift work arrangements will be given unless there is agreement between the Company and the affected Employee.

- (d) The introduced shift work roster will be filled firstly by Employees who volunteer for the change to shift work, provided that those Employees have the required skills to perform the tasks required. If there are not sufficient volunteers to fill the shift requirements, the Company will select Employees to work shift work.

- (e) Shift Allowances

The following shift allowances will be paid for ordinary hours worked by Employees on short- or long-term shift work arrangements:

- (i) for afternoon shifts - 15% of the Employee's Ordinary Rate.
- (ii) for night shifts - 30% of the Employee's Ordinary Rate.
- (f) Any overtime worked by an Employee whilst on afternoon or night shifts, either short-term or long-term, will be paid at the rate of time and one half for the first three (3) hours and double time thereafter. This rate is in substitution for and not cumulative upon the shift penalties in clause 3.2(e).
- (g) No shift allowance payments will apply for any period of leave taken while working on an afternoon or night shift roster pattern.
- (h) Except at change-over of shifts, an Employee will not be required to work more than one (1) shift in each twenty-four (24) hours.
- (i) The Company will give a minimum of forty-eight (48) hours' notice of any rostered shift change, or lesser period of notice by agreement between the Company and an affected Employee.
- (j) Where an Employee works on a shift other than a rostered shift, the Employee will be paid at the rate of time and a half for the first three (3) hours and double time thereafter.
- (k) Employees will be entitled to make arrangements among themselves to swap particular shifts provided that:
 - (i) reasonable advance notification is given to the Employees' immediate supervisor(s); and
 - (ii) the skills and experience of the Employees involved with the swap of rostered duties are appropriately matched; and
 - (iii) there are no additional costs or restraints upon the Company as a result of such arrangements made between the Employees.
- (l) By agreement between the Company and the majority of Employees, Rostered Days Off (RDO) may be introduced.
- (m) Employees may be required to work shift work of up to twelve (12) hours duration comprising of ordinary time (eight (8) ordinary hours) and overtime.
- (n) The Company may, in the future, carry out its operations twenty-four (24) hours per day, seven (7) days per week, 365 days per year. Should this occur, the Company will implement and change rosters to meet the needs of the operation and continuous shift work arrangements. Continuous shifts will be managed in accordance with the Award.



3.3 Rest Breaks

- (a) An Employee must not be required to work for more than five (5) hours without a break for a meal except in the following circumstances:
 - (i) in cases where it is not practicable for all Employees to take a meal break within five (5) hours, an Employee must not be required to work for more than six (6) hours without a break for a meal; or
 - (ii) by agreement between the Company and an individual Employee or the majority of Employees in the enterprise or part of an enterprise concerned, an Employee or Employees may be required to work in excess of five (5) hours but not more than six (6) hours at the ordinary time rate without a meal break.
 - (iii) The time of taking a scheduled meal break or rest break by one (1) or more Employees may be altered by the Company if it is necessary to do so in order to meet a requirement for continuity of operations.
 - (iv) The Company may stagger the time of taking meal and rest breaks to meet operational requirements.

3.4 Overtime

- (a) 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, the Employee must take a twenty (20) minute rest break before starting the overtime. This break will be paid at an Employee's ordinary rate of pay.
- (b) The Company may require an Employee to work reasonable overtime and Employees will work overtime as required. Where possible, at least 24 hours notification for the requirement of overtime will be given. An Employee may refuse to work additional hours if they are unreasonable.
- (c) Reasonable overtime may be worked as required by the Company either on a scheduled or unscheduled basis.
- (d) When computing overtime, each day's overtime will be calculated based on those hours worked in excess of the ordinary hours for that day.
- (e) By mutual agreement between an Employee and the Company, an Employee may take time off instead of being paid for overtime that has been worked by the Employee.
 - (i) The period of time off that an Employee is entitled to take is at the equivalent overtime rate. Example: An Employee who works two (2) hours of overtime at the rate of time and one half will be entitled to take three (3) hours' time off in lieu of payment.
 - (ii) A maximum of 76 hours' time in lieu can be accrued.
 - (iii) Time off must be taken within the period of twelve (12) months after the overtime is worked and at the time or times within that period agreed by the Employee and the Company.
- (f) Rest Period after Overtime:
 - (i) Employees working more than four (4) hours of overtime must take a twenty (20) minute rest break which will be paid at the applicable overtime rate of pay.



- (ii) When overtime work is necessary it must, wherever reasonably practicable, be so arranged that Employees have at least ten (10) consecutive hours off duty between the work of successive working days.
- (iii) An Employee (other than a casual Employee) who works so much overtime between the termination of the Employee's ordinary work on one day and the commencement of their ordinary work on the next day that the Employee has not had at least ten (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 ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (iv) If, on the instructions of the Company an Employee resumes or continues work without having had the ten (10) consecutive hours off duty the Employee must be paid at double time rates until the Employee is released from duty for such period. The Employee is then entitled to be absent until the Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- (v) By agreement between the Company and an individual Employee, the ten (10) hour break provided for in this clause may be reduced to a period no less than eight (8) hours.
- (vi) The provisions of this sub-clause will apply in the case of shift workers as if eight hours (8) were substituted for ten (10) hours when overtime is worked:
 - (vii) for the purpose of changing shift rosters; or
 - (viii) 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
 - (ix) where a shift is worked by arrangement between the Employees themselves.

3.5 Saturday and Sunday Work

- (a) Employees required to work ordinary hours on Saturdays will be paid for a minimum of four (4) hours work.
- (b) Employees required to work overtime on Saturdays will be paid for a minimum of four hours work, except in circumstances where the overtime is immediately following a shift of ordinary hours. Overtime will be paid in accordance with clause 4.3.
- (c) Employees required to work on Sundays will be paid for a minimum of three (3) hours work and will be paid at double the Ordinary Rate of Pay for all time worked.

3.6 Call Back

An Employee recalled to work overtime after leaving the Company's premises (whether notified before or after leaving the premises) 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. This provision is subject to the following conditions:

- (a) Where an Employee is required regularly to hold themselves in readiness for a call back, the Employee will be paid for a minimum of three (3) hours' work at the appropriate overtime rate.



- (b) 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 the Employee will be entitled to three (3) or four (4) 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.
- (c) Except in the case of unforeseen circumstances, an Employee will not be required to work the full three (3) or four (4) hours as the case may be if the job the Employee was recalled to perform is completed within a shorter period.
- (d) 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.
- (e) Overtime worked in the circumstances specified in this sub-clause is not to be regarded as overtime for the purpose of clause 3.4(d), when the actual time worked is less than three (3) hours on the call back or on each call back.
- (f) An Employee working overtime must be allowed a rest break of twenty (20) minutes without deduction of pay after every four (4) hours of overtime worked if the employee is to continue work after the rest break.

3.7 On-Call

3.7.1 An Employee who is directed by the Company to be on-call outside of the Employee's ordinary hours of work will be paid an on-call allowance as follows:

- (a) Between 7:00am and 5:00pm on Saturdays and Sundays – an on-call allowance of 10% of the Employee's Ordinary Rate of Pay will be paid for each hour the Employee is directed to be on-call; and
- (b) Between 7:00am and 5:00pm on public holidays and RDOs – an on-call allowance of 15% of the Employee's Ordinary Rate of Pay will be paid for each hour the Employee is directed to be on-call.

3.7.2 In order to receive payment of the relevant on-call allowance, an Employee must remain fit and ready to respond to the on-call query and must remain immediately contactable for the period the Employee has been designated as being on-call.

3.7.3 Where an employee is called out to the workplace, clause 3.6 will apply.

3.8 Travel

- (a) Excess travelling

An Employee required to start and/or finish work away from the Employee's usual place of work will be paid travelling time for all time reasonably spent by the Employee in reaching and/or returning from the site which is in excess of the time normally spent by the Employee in travelling between the Employee's usual residence and the Employee's usual place of work.



- (b) Travelling time payment
 - (i) The rate of pay for travelling time is an Employee's Ordinary Rate of Pay and on Sundays and public holidays is time and a half of the Employee's Ordinary Rate of Pay.
 - (ii) The maximum travelling time to be paid for is twelve (12) hours out of every twenty-four (24) hours or, when a sleeping berth is provided by the Company for all-night travel, eight (8) hours out of every twenty-four (24) hours.
- (c) Travel Expenses
 - (i) The Company will meet all reasonable expenses relating to business travel, including travel fares, accommodation, meals and travel-related incidentals.
 - (ii) Travel fares and accommodation will be arranged and paid for through the Company's preferred travel management company.
 - (iii) The Employee will be reimbursed for reasonable travel expenses, excluding expenses in clause 3.8 (c)(i), on presentation of travel receipts. Where necessary a cash advance may be issued to the traveller as a provision for reasonable travel expenses. In the case of the cash advance, on completion of the travel all receipts must be submitted to finance, where the difference owing will be paid either by the Company or the Employee.

4 Remuneration

4.1 Base Hourly Rate

- (a) The Base Hourly Rates to apply during the term of this Agreement are listed in clause 9. The Base Hourly Rate applies for the thirty-eight (38) ordinary hours each week on average for full-time Employees. The Base Hourly Rate x 38 ordinary hours is the Base Weekly Rate for full-time Employees.
- (b) The Base Hourly Rate includes payment for annual leave loading; all disability payments; allowances and penalties that may otherwise apply other than the allowances prescribed in clause 4.7.

4.2 Ordinary Rate of Pay

- (a) The Ordinary Rate of Pay for an Employee is the relevant Base Hourly Rate for the Employee's classification (refer to clauses 9.1, 9.2 and 11) plus the hourly allowances (refer to clause 9.3), where applicable.
- (b) The Ordinary Rate of Pay is used to calculate overtime, Saturday, Sunday, public holiday and shift work payments.
- (c) In Year 1 of the agreement (effective 1 July 2024), the Ordinary Rate of Pay will increase by 4 % from the 2023 rate in the TAE Aerospace Enterprise Agreement 2022
- (d) In Year 2 of the agreement (effective 1 July 2025), the Ordinary Rate of Pay will increase by the Annual Wage Price Index (WPI) as at March 2025 and released on 14 May 2025. The actual WPI will be used but where the WPI is higher than 3.5%, the increase will be capped at **3.5%**, and where it is lower than 3%, it will be no less than **3%**.



4.3 Overtime Rate

Overtime will be paid for at the rate of time and one-half for the first three (3) hours and double time thereafter until the completion of the overtime work except for work performed on Sundays which will be paid for at the rate of double time.

4.4 Classifications

(a) Maintenance Technician

An Employee who has been assessed by the Company as competent to perform required tasks, including maintain, repair, overhaul, modify, assemble, and/or test aircraft, aircraft and non-aircraft systems, engines, aircraft and non-aircraft components, and/or associated equipment, in a variety of operating circumstances.

(b) Apprentice

An Employee who is progressing through but has not yet completed a Certificate III or Certificate IV through an accredited training institution.

(c) Supply Chain

An Employee who performs a variety of tasks requiring a knowledge of stores, warehousing and distribution practices and procedures, including quality assurance procedures.

4.5 Progression

Progression through the classification levels will be based on competencies obtained by the employee and will be at the discretion of the Company and confirmed in writing. Progression will be determined by the requirement of the organisation.

4.6 Payment of Wages

- (a) Remuneration (wages) will be paid by the Company fortnightly by electronic funds transfer into an Australian bank account nominated by the Employee, or by such other means as is agreed between the Company and the Employee.
- (b) On termination of employment, remuneration (wages) due to an employee will be paid on the day of termination to the Employee.
- (c) The Company will provide details of payment to Employees in accordance with applicable legislation.
- (d) Corrections to any pay discrepancies will be actioned on an agreed schedule between the Company and an Employee.
- (e) The Company may offer the option to salary sacrifice in accordance with applicable legislation and Company procedures.

4.7 Allowances

Employees will not receive allowances other than as prescribed in this clause. Allowances must be approved by management of the Company before being paid.



(a) Maintenance Inspector Allowance (MI)

An Employee who has been authorised by the company to Certify Maintenance or Production activities on behalf of TAE and also includes the certification or work carried out by other technicians. Maintenance Inspectors will be paid the applicable MI allowance as prescribed in clause 9.

(b) Team Leader Allowance/Trainer Allowance (TL)

An Employee who has been appointed by the Company to perform the duties of a Team Leader or Workplace Trainer will be paid the applicable Team Leader allowance as prescribed in clause 9.

(c) Release to Service (RTS)

An Employee who has been authorised by the Company to undertake Authorised Release Certification IAW CASA CAR 30 or Part 145 requirements and will be paid the applicable RTS allowance as prescribed in clause 9.

(d) Specialist Skills (SS1 & SS2)

An Employee who has multiple trade qualifications which are utilised by the company and /or has been qualified by the Company to perform work that requires particular specialist skills as prescribed in clause 9.

(e) Test Cell (TC)

An Employee who has been authorised by the company to perform engine testing at either Test Cell 1 or Test Cell 2. Test Cell operators will be paid the applicable T/C allowance as prescribed in clause 9.

(f) CASA Welding and / or Pratt & Whitney (P&W) Level 3 NCDT Technician (CW & NDT)

An employee who has been authorised by CASA as an Aircraft Welding examiner or an employee that has been authorised as a P&W level 3 NDT tech. CASA welding examiner and / or P&W level 3 NDT technicians will be paid the applicable CW / NDT allowance as prescribed in clause 9.

(g) First Aid

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 will be paid a weekly allowance of \$20.54 if appointed by the Company to perform first aid duty.

(h) Meals

An Employee is entitled to a meal allowance of \$17.92 on each occasion that the Employee is entitled to a rest break in accordance with clause 3.4(a), except in the following circumstances:

- (i) if the Employee is a day worker and was notified no later than the previous day that they would be required to work such overtime;
- (ii) if the Employee is a shift worker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime;



- (iii) if the Employee lives in the same locality as the enterprise and could reasonably return home for meals.

If an Employee has been provided a meal or meals on the basis that he or she has been given notice to work overtime and the Employee is not required to work overtime or is required to work less than the amount advised, he or she will be paid the prescribed meal allowance for that meal or meals which he or she has provided but which are surplus.

(i) Prescription Safety Glasses

If the Company requires an Employee to wear safety glasses, it will pay up to \$225 in a twelve (12) month period or up to \$450 in a twenty-four (24) month period (or higher with management approval) towards the cost of prescription safety glasses, meeting the requirements of Australian Standard 1337 (AS1337). Replacements due to reasonable wear and tear inside the above prescribed periods will be available on presentation of the damaged/worn items.

(j) Own Vehicle Use – Kilometre Allowance

Where an Employee reaches agreement with the Company to use their own motor vehicle on the Company's business, other than travelling to and from their usual place of work, the Employee will be paid an allowance of 95c per kilometre travelled, using the most direct route.

(k) Damaged clothing, spectacles and hearing aids

Compensation may be made to the extent of the agreed damage sustained where, in the course of work, clothing, spectacles or hearing aids are damaged or destroyed. Compensation is not payable if an Employee is entitled to workers' compensation in respect of the damage.

(l) Safety Boots

The Company will pay up to \$220 (or higher with management approval) for safety boots meeting the Australian standard, in a two-year period commencing at the start of the financial year. Replacements due to reasonable wear and tear inside the above prescribed periods will be available on presentation of the damaged/worn items.

4.8 Higher Duties

An Employee engaged in any one day or shift on duties carrying a higher rate than their ordinary classification will be paid the base hourly rate of the higher classification for such day or shift. Where an Employee is seconded into a position not covered by the Agreement, the Employee will be paid the applicable rate for the seconded position.

4.9 Superannuation

- (a) Subject to any law requiring superannuation contributions to be directed to a particular superannuation fund, an Employee may, in accordance with Company policy and the *Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2004 (Cth)*, nominate the superannuation fund into which the contributions in this clause will be made. Where an Employee does not nominate a complying superannuation fund or the Australian Taxation Office does not provide the Employee's Stapled Fund, the contributions will be made to Australian Super.



- (b) The amount of Company funded superannuation contributions will be in accordance with superannuation legislation.
- (c) Additional Employee contributions and salary sacrifice arrangements will be available to Employees subject to the rules of the relevant fund and any legislative requirements.
- (d) Requests to change superannuation funds for both the Company funded superannuation contributions and the salary sacrifice contributions may only be made once per financial year.

4.10 Gain Share Scheme

As agreed upon during the 2015 Agreement negotiations, the quantum of the existing Gain Share scheme has been included in the July 2015 base rates of pay at an equivalent rate of 2.0%. As such, Employees covered by this Agreement will not be entitled to any past or future payments provided under any TAE Gain Share scheme.

4.11 One off Cost of Living Payment

On submission of the Agreement to the FWC, the company will pay an amount of AUD 1000.00 to every employee, covered by the Enterprise Agreement. This amount will be subject to normal taxation and Superannuation will be paid on this amount.

5 Public Holidays and Leave Entitlements

5.1 Public Holidays

- (a) Public holidays are provided for in the NES contained in the Act, as gazetted by the relevant state in which the operation is located.
- (b) Agreement may be reached between the Company and an individual Employee affected at the Company to observe any public holiday on a day other than the day prescribed. In such case the day agreed will become the public holiday for the purpose of this Agreement and the actual public holiday will be an ordinary working day.
- (c) The rate for work performed on a recognised public holiday will be at 2.5 times the Employee's Ordinary Rate of Pay.
- (d) An Employee whose roster includes work on public holidays and is rostered off on the day a public holiday falls, will be paid their Ordinary Rate of Pay for the ordinary hours applicable for a shift on their roster.
- (e) An Employee performing work away from the Employee's usual place of work on a recognised public holiday in the State or Territory they are performing the work will be paid at 2.5 times the Ordinary Rate of Pay for all ordinary and overtime hours.

5.2 Annual Leave

- (a) In accordance with the NES contained in the Act, Employees will be entitled to four (4) weeks (152 hours) of annual leave per completed year of service. An Employee's entitlement to annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.



- (b) For the purposes of 87(1)(b) of the Act, a shift worker is a seven-day shift worker who is regularly rostered on Sundays and public holidays and will be entitled to an additional one (1) week of annual leave.
- (c) Annual leave will be paid at the Employee's Ordinary Rate of Pay for any accrued but untaken annual leave entitlements upon termination of employment.
- (d) Employees will give the Company at least 4 weeks of notice (unless a shorter time frame has been mutually agreed to) of a request for approval to take annual leave in accordance with the Company's annual leave guidelines. The Company may require Employees to take their annual leave as part of these guidelines. These guidelines are not incorporated into and do not form part of the Agreement.
- (e) The Company may shutdown a part or the entire site and require the taking of annual leave. In the event of a shutdown, the Company will give affected Employees a minimum of four (4) weeks' notice in writing. By agreement, the period of notice may be reduced in the event of exceptional or emergency situations, but such agreement will not be unreasonably withheld. In the event where an Employee does not have sufficient annual leave accrued for the period of shut down, the Employee will be required to take leave without pay, purchased annual leave or where applicable long service leave. In some cases and at the Company's discretion, an Employee may be seconded to another department for the shutdown period.
- (f) Leave Allowed Before Due Date
 - (i) The Company may allow an Employee to take annual leave in advance before the leave becomes due.
 - (ii) In such cases, the Employee must accrue sufficient leave to cover at least the period already taken in advance prior to submission of further annual leave requests.
 - (iii) 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 Company the Company is entitled to deduct the amount of excess from any remuneration payable to the Employee upon the termination of employment.
- (g) Employees may forgo part of their accrued entitlement to annual leave and receive payment in lieu of the amount of accrued annual leave forgone, subject to the Employee giving the Company a written election to forgo the amount of accrued annual leave and the Company agreeing and authorising the Employee to forgo the amount of accrued annual leave, subject to the following:
 - (i) Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks; and
 - (ii) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Company and the Employee; and
 - (iii) The Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has foregone.
 - (iv) The parties to this Agreement support the use of annual leave for rest and recreation. Any request from an Employee to 'cash out' any annual leave must have approval from the appropriate DFA holder and Finance.



5.3 Paid Personal Leave / Carer's Leave

- (a) In accordance with the NES contained in the Act, Employees will be entitled to ten (10) days of paid personal / carer's leave per completed year of service. An Employee's entitlement to paid personal / carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- (b) An Employee may take paid personal/carer's leave if the leave is taken:
 - (i) because the Employee is not fit for work because of a personal illness, or personal injury affecting the Employee (**personal leave**); or
 - (ii) to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
 - a personal illness, or personal injury, affecting the member; or
 - an unexpected emergency affecting the member (carer's leave).
 - (iii) to attend pro-active scheduled medical appointments. This is to attend to their health and wellbeing on a pro-active basis.
- (c) The Employee must, as soon as reasonably practicable, inform the Company of their inability to attend for duty and, as far as practicable, the estimated duration of the absence.
- (d) The Employee must, as far as reasonably practicable, keep the Company informed during the period of absence.
- (e) A medical certificate must be produced for personal leave days falling directly before or after a public holiday, weekend or RDO as well as before or after annual leave and long service leave. In the event of a medical certificate not being available, the Employee can be requested to complete a statutory declaration.
- (f) If the Employee is absent for two (2) consecutive days or more s/he must establish by production of a medical certificate or statutory declaration that the absence from work was for the purposes of clause 5.3(b).
- (g) At its discretion the Company may require an Employee to provide a medical certificate or other proof acceptable to the Company for any period of personal leave.
- (h) Where an Employee fails to notify the Company of their absence was bona fide the Employee may be disciplined under Company policy.
- (i) Personal leave will be monitored and unacceptable attendance will be managed through the disciplinary process.

5.4 Unpaid Carer's Leave

- (a) In accordance with the NES contained in the Act, an Employee is entitled to two (2) days of unpaid carer's leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household, requires care of support because of:
 - (i) a personal illness, or personal injury affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (b) A full-time or part-time Employee must exhaust their entitlement to paid personal / carer's leave before taking unpaid carer's leave.



5.5 Parental Leave

- (a) Employees are entitled to parental leave in accordance with the NES contained in the Act.
- (b) In addition to the parental leave entitlement provided by the NES, Employees with a minimum of twelve (12) months service with the Company at the time of the birth/adoption of a child will be entitled to paid parental leave as follows:
 - (i) For an eligible Employee who is the primary carer of a child, the Company will provide paid parental leave up to two (2) months. The Employee will provide proof to the Company that he/she is the primary carer. This leave must be taken within the first six (6) months after the birth / adoption of the child.
 - (ii) For an eligible Employee who is the secondary carer of a child, the Company will provide two (2) weeks of paid parental leave. This leave must be taken within the first six (6) months after the birth / adoption of the child.

This clause will be effective for births and adoptions that occur after the effective date of this current agreement.

5.6 Family and Domestic Violence Leave

Employees are entitled to family and domestic violence leave in accordance with the NES contained in the Act.

5.7 Long Service Leave

All employees have an entitlement to paid long service leave in accordance with the relevant provisions of State or Territory Industrial Law.

An employee may be able to access their proportional Long Service Leave (LSL) accrual after seven (7) years of continuous service with the Company or its preceding entities.

If an employee access and utilise their LSL entitlement after seven (7) years of continued service, the employee's statutory accrued LSL entitlement will decrease with the total of the LSL taken by the employee.

The ability to access LSL after seven (7) years of continuous services by an employee does not change or impact the relevant statutory method / formula how the employee's entitlement to LSL is calculated or the relevant statutory provisions when the LSL may be taken by the employee.

5.8 Compassionate Leave

- (a) Employees are entitled to compassionate leave in accordance with the NES contained in the Act.
- (b) An Employee is required to inform their supervisor as soon as practicable of the Employee's inability to attend work due to the need for compassionate leave.
- (c) Employees may be required to provide evidence to substantiate the need for compassionate leave.



- (d) A permanent Employee, with the Company's permission, may also utilise their annual leave or personal/carer's entitlement if the Employee requires additional time off work due to the need to take compassionate leave.

5.9 Jury Service Leave

- (a) In accordance with the NES contained in the Act, Employees are entitled to be absent from work because of jury service. In accordance with the NES contained in the Act, Employees (other than casual Employees) will be paid the difference between the amount they receive for attending jury service and the Employee's base rate of pay for the Employee's ordinary hours of work during the period of jury service. Employees notified of a requirement to attend for jury service should immediately advise their Manager and provide evidence of the requirement to attend jury service.
- (b) Further, in accordance with the NES contained in the Act, the Company may require an Employee to provide proof of attendance at jury service, the duration of such attendance and details of the amount received in respect of such jury service.

5.10 Defence Reservists Leave

Defence reservist leave will be provided in accordance with the Act and the *Defence Reserve Service (Protection) Act 2001* (Cth), unless a more beneficial entitlement is specified in an employment contract or company procedure.

6 Occupational Health and Safety

6.1 Health and Safety

- (a) The Company and Employees will maintain a work environment that is safe and without risks to the health and wellbeing of Employees and visitors alike.
- (b) The Company and Employees will strive to achieve Destination Zero Harm by actively demonstrating TAE values and 'You First' behaviours.
- (c) This Agreement does not affect any legal duties and responsibilities imposed on the Company under the relevant legislation with respect to occupational health and safety.

6.2 Protective Clothing

- (a) The Company will provide protective equipment and clothing for Employees in accordance with Company Policy. This Policy is not incorporated into and does not form part of the Agreement. Where these are supplied they must be worn and used effectively. Failure to use the safety equipment and protective clothing supplied will be dealt with by the appropriate disciplinary action.
- (b) Safety footwear will be provided and worn in designated areas.

7 Delegate and Employee Representative Rights

- (a) The Company recognises the rights of Employees to elect a Union delegate and co-delegate as their representative for the purposes of this Agreement.



- (b) The delegate and co-delegate are first and foremost Employees of the Company, and as such are required to discharge all the obligations as Employees.
- (c) The delegate and the co-delegate must seek and obtain permission from their respective supervisors if they wish to leave their normal duties. This authorisation should be sought as soon as the delegate or co-delegate becomes aware of an issue requiring their attention. The delegate and co-delegate will advise their respective supervisor of the expected duration of their involvement. Both parties are committed to communication and consultation in the workplace and recognise that the needs of the business are paramount. Attendance to delegate functions will only be authorised where operational requirements are not compromised.
- (d) The delegate and co-delegate will have access to a secure notice board for the purpose of posting notices and announcements relating to their unions' activities, provided that such notices are relevant to the site or the union.
- (e) The Union delegates will have reasonable access to a computer, a photocopier, scanner, and a private meeting room, if necessary.
- (f) Where the Company is involved in any industrial proceedings before the FWC that directly affects Employees covered by the Agreement the union delegate will be permitted to attend such proceedings without deduction of ordinary time earnings.
- (g) The Company will allow Union delegates the opportunity to attend State / National Branch meetings as requested. The Employees will be using their paid Union leave provided for in clause 7(h).
- (h) The Union delegates will, upon application to the Company, be permitted up to five (5) days leave (non-cumulative) in each year to allow the person to attend courses structured to promoted good industrial relations and fulfil his/her duties as an Employee representative effectively.
- (i) The Company will, as part of new Employee inductions make opportunity for new Employees to be introduced to local union delegates. The purpose of these introductions is to make new Employees aware of union representation within the workplace. The purpose of the meeting is also to explain the terms and conditions of the Agreement.
- (j) The Company agrees to continue to facilitate pay roll deductions for union dues.

8 Individual Flexibility Arrangement

The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) The individual flexibility arrangement deals with one (1) or more of the following matters:
 - (i) arrangement about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; and
- (b) The individual flexibility arrangement meets the genuine needs of the Company and the Employee; and



- (c) The individual flexibility arrangement is genuinely agreed to by the Company and Employee.

The Company must ensure that the terms of the individual flexibility arrangement:

- (a) Are about permitted matters under section 172 of the Act; and
- (b) Are not unlawful terms under section 194 of the Act; and
- (c) Result in the Employee being better off overall than the Employee would be if no arrangement was made.

The Company must ensure that the individual flexibility arrangement:

- (a) Is in writing; and
- (b) Includes the name of the Company and Employee; and
- (c) Is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and includes details of :
 - (i) The terms of the Agreement that will be varied by the arrangement, and
 - (ii) How the arrangement will vary the effect of the terms; and
 - (iii) How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) Is about only matters that would be “permitted matter” and is not about matters that would be “unlawful matters” if those matters were contained in an enterprise agreement; and states the day on which the arrangement commences.

The Company must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

At least seven (7) days before making an individual flexibility arrangement, the Company will notify the Union of:

- (a) Its intention to make the arrangement;
- (b) The terms of this Agreement that will varied if the arrangement is made; and
- (c) If the Employee consents, the Employee name.

To avoid doubt, this clause does not require that any individual flexibility arrangement agreed to by the Company and an Employee be approved, or consented to by the Union.

The Company or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
- (b) if the Company and Employee agree in writing — at any time.

9 Classifications

The following tables provide the Base Rates of Pay that apply to the classifications described in clause 4.4 and the allowances described in clause 4.7 that are included in the Ordinary Rate of Pay (as defined in clause 4.2).



These Base Rates of Pay and allowances will increase by 3% effective from 1 July 2025 (Year 2 of this Agreement).

The following competency-based classification framework will apply to all employees covered by this Enterprise Agreement.

9.1 Maintenance Technician Classification Structure

Based on the employee's **primary role**, the following maintenance technician classifications will apply:

Table 1 Maintenance Technician Classification Structure

Classification Level	Component Type	Primary Role	Annual Wage July 2024	July 2024 Base Hourly Rate 4% Increase	July 2025 Base Hourly Rate WPI 3% Minimum 3.5% Maximum
MT1	Category 1 <ul style="list-style-type: none"> TPE331 external components Mechanical Propellor Governors & Bleed Valves Fuel nozzles Spray bars Batteries Starter generators Aircraft Wheels VEN Flaps or similar 	Perform any of the following tasks on any Category 1 component: <ul style="list-style-type: none"> Disassembly & Inspection Cleaning Perform the following tasks on Support and Test Equipment: Care & Feeding	\$65,342	\$33.06	\$34.06
MT2	Category 1 <ul style="list-style-type: none"> TPE331 external components Mechanical Propellor Governors & Bleed Valves Fuel nozzles Spray bars Batteries Starter generators Aircraft Wheels VEN Flaps or similar 	Perform any of the following tasks on any Category 1 components: <ul style="list-style-type: none"> Disassembly, Cleaning Inspection, Assembly and Testing Bench level inspection, Kitting Inspection (Turboprop Parts Inspector) Perform any of the following tasks on any Category 2 components: <ul style="list-style-type: none"> Disassembly Cleaning 	\$71,776	\$36.32	\$37.41



	<p>Category 2</p> <ul style="list-style-type: none"> • Turbo Prop Engines : TPE331, PT6, H80 • Turbo Shaft Engines and/or Modules • Turbo Fan Engines and/or Modules • Fuel control units • SRL & EEC • APU's • Aircraft Brake assemblies • Aircraft Hydraulic Components 				
MT3	<p>Category 2</p> <ul style="list-style-type: none"> • Turbo Prop Engines: TPE331, PT6, H80 • Turbo Shaft Engines and/or Modules • Turbo Fan Engines and/or Modules • Fuel control units • SRL & EEC • APU's • Aircraft Brake assemblies • Aircraft Hydraulic Components 	<p>Perform any of the following tasks on Category 2 components</p> <ul style="list-style-type: none"> • Disassembly, cleaning & inspection <p>And/or</p> <p>Perform the following tasks on Support and Test Equipment:</p> <ul style="list-style-type: none"> • Complex services including repair & modification <p>OR have one of the following Primary Roles:</p> <p>Aerospace Repair</p> <ul style="list-style-type: none"> • Involves repairs including replacement of sub components, thread repair & stud replacement, locking devices etc <p>F135 Quality Clinic</p> <ul style="list-style-type: none"> • Bench level inspection, Kitting Inspection (F135 Program) <p>NDT Level 2 - One method only</p>	\$79,270	\$40.11	\$41.31



		Painting			
MT4	Category 2 <ul style="list-style-type: none"> • Turbo Prop Engines: TPE331, PT6, H80 • Turbo Shaft Engines and/or Modules • Turbo Fan Engines and/or Modules • Fuel control units • SRL & EEC • APU's • Aircraft Brake assemblies • Aircraft Hydraulic Components 	<p>Perform any of the following tasks on Category 2 components</p> <ul style="list-style-type: none"> • Disassembly, cleaning, inspection and assembly • Disassembly, cleaning, inspection and assembly - F135 Power Module or Fan Module <p>And/or</p> <p>Perform the following tasks on Support and Test Equipment: Test Cell Maintenance</p> <p>OR have one of the following Primary Roles:</p> <p>NDT Level 2 – More than one method</p> <p>Aircraft welders – CASA certified</p> <p>Aerospace Repair</p> <ul style="list-style-type: none"> • Involves more complex repairs in addition to those specified at the MT3 <p>F135 Quality Clinic</p> <ul style="list-style-type: none"> • Parts Recovery (F135 Program) <p>Programmer</p> <p>Plant Maintenance</p> <ul style="list-style-type: none"> • Cleaning Bay <ul style="list-style-type: none"> ○ NDT Line 	\$88,371	\$44.72	\$46.06

Recognised qualifications are highly valued and would be advantageous in progressing through the TAE Aerospace's competency-based classification framework.

9.2 Supply Chain Classification Structure

Table 2 Supply Chain Classification Structure



Classification Level	Description	Annual Wage July 2024	July 2024 Base Hourly Rate 4% Increase	July 2025 Base Hourly Rate WPI 3% Minimum 3.5% Maximum
SC1	Baseline competency suitable for Store person role as deemed by the company.	\$59,881	\$30.30	\$31.21
SC2	Competent with relevant experience and/or qualifications in: <ul style="list-style-type: none"> • Material movement, • Basic understanding of the chain of responsibility, • Receival and dispatch, • Airworthiness management of parts and freight, as per Quality Management systems • Relevant applicable warehouse systems, examples; SAP, IFS, MILIS • Relevant applicable equipment, examples; forklift, MHE, Picker, Vehicles, etc • Relevant applicable National Airworthiness Authority (NAA's) examples; FAA, CASA, EASA, DASA. • Domestic Freight 	\$68,453	\$34.64	\$35.68
SC3	Demonstrated highly proficient in: <ul style="list-style-type: none"> • Material movement, • Ability to provide guidance on chain of responsibility, • Receival and dispatch, • Airworthiness management of parts per Quality Management systems, • Stocktake processes, • Practical application of dangerous goods handling and storage principals, • workplace health and safety management, • Operational equipment management, • Inventory system management and • Continuous improvement, as deemed by the company. • Relevant applicable warehouse systems, examples; SAP, IFS, MILIS • Relevant applicable warehouse equipment, examples; forklift, MHE, Picker, Vehicles, etc • Relevant applicable National Airworthiness Authority (NAA's) examples; FAA, CASA, EASA, DASA. 	\$78,317	\$39.63	\$40.82



Classification Level	Description	Annual Wage July 2024	July 2024 Base Hourly Rate 4% Increase	July 2025 Base Hourly Rate WPI 3% Minimum 3.5% Maximum
	<ul style="list-style-type: none"> Domestic Freight 			

9.3 Allowances

In addition to the above-mentioned classification system, the following allowances will be applicable. These are based on an employee’s primary role.

Table 3 Allowance Descriptions

Allowances	Description	Annual Wage July 2024	July 2024 Base Hourly Rate 4% Increase	July 2025 Base Hourly Rate WPI 3% Minimum 3.5% Maximum
SS1	Any one (1) of the following: <ul style="list-style-type: none"> AGT1500 Ground Hop, Balancing, Dangerous goods licence, Component Test Rig Operators (when not in your primary role, e.g. Spray Bars Other skills as determined by the company. NDT Level 1 when NDT is not the primary role. Competent Borescope Operator International Freight 	\$1947.35	\$0.98	\$1.01
SS2	Any two (2) of the following: <ul style="list-style-type: none"> AGT1500 Ground Hop, Balancing, Dangerous goods licence, Component Test Rig Operators (when not in your primary role, e.g. Spray Bars Other skills as determined by the company. NDT Level 2 when NDT is not the primary role. Includes personnel with multiple Allied trades skills utilised within the business. Competent Borescope Operator International Freight 	\$2899.86	\$1.46	\$1.51
MI 1	Maintenance Inspector - Components	\$3217.37	\$1.62	\$1.67
MI 2	Maintenance Inspector - Engines & Components	\$5376.39	\$2.72	\$2.80



Allowances	Description	Annual Wage July 2024	July 2024 Base Hourly Rate 4% Increase	July 2025 Base Hourly Rate WPI 3% Minimum 3.5% Maximum
RTS	Return to Service (when not a Team Leader)	\$2688.19	\$1.36	\$1.40
T/Cell	Authorised Test Cell Runners	\$5376.39	\$2.72	\$2.80
T/L	Team Leader (hierarchical and covers MM & RTS) or Appointed Workplace Trainer	\$10731.62	\$5.43	\$5.59
CW & NDT	CASA Welding Examiner / P&W Level 3 NDT	\$5376.39	\$2.72	\$2.80

10 Restructure Allowance Principles

- A Restructure Allowance (RA) was introduced to assist the implementation of the classification system under this 2022 Agreement.
- This RA is protected and will not be removed whilst an employee remains in that classification level.
- The RA will be treated as an all-purpose allowance and as such will increase annually with base salary increases.
- If an employee moves to a higher level, they will lose or reduce their RA.

11 Apprentices

Level	Description	Annual Wage	July 2024 Base Hourly Rate 4% Increase	July 2025 Base Hourly Rate WPI 3% Minimum 3.5% Maximum
L3A1	Completed Year 12 – 1 st Year 55% of MT3	\$43,603. 83	\$22.06	\$22.72
L3A2	Completed Year 12 – 2 nd Year 65% of MT3	\$52,282. 27	\$26.45	\$27.25
L3A3	Completed Year 12 – 3 rd Year 75% of MT3	\$59,457. 85	\$30.09	\$30.99
L3A4	Completed Year 12 – 4 th Year 85% of MT3	\$67,374. 28	\$34.09	\$35.11
L3AD1	21 Years + 1 st Year 65% of MT3	\$52,282. 27	\$26.45	\$27.25
L3AD2	21 Years + 2 nd Year 75% of MT3	\$59,457. 85	\$30.09	\$30.99



Level	Description	Annual Wage	July 2024 Base Hourly Rate 4% Increase	July 2025 Base Hourly Rate WPI 3% Minimum 3.5% Maximum
L3AD3	21 Years + 3 rd Year 85% of MT3	\$67,374. 28	\$34.09	\$35.11
L3AD4	21 Years + 4 th Year 95% of MT3	\$75,311. 87	\$38.11	\$39.25

The intention once an apprentice completes their apprenticeship, and they have the requisite competencies they would move to a MT4 classification.

Please note that all numbers in this document have been rounded to two decimals, whilst our ADP payroll system will round to four decimal places, which may make a fractional difference.



12 Signatories

For and on behalf of TAE Aerospace Pty Ltd (TAE Aerospace):

Signed DocuSigned by:
Deidre Roos-Korf
9E4C674611CB46B... *Name in Full (printed)* Deidre Roos-Korf

Position Group Chief People, Culture and Safety Officer *Address* 29/8/2024

Date 29-Aug-2024

For and on behalf of TAE Aerospace Employee Bargaining Representatives

Signed DocuSigned by:
Troy Osterstock
4BB7134F0ECA446... *Name in Full (printed)* Troy Osterstock

Position TURBINE TECHNICIAN *Address* TAE AEROSPACE ADELAIDE

Date 29-Aug-2024

For and on behalf of Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union:

Signed Signed by:
R Web
5FEC026D15FA420... *Name in Full (printed)* Rohan Webb

Position State Secretary QLD & NT *Address* 366 Upper Roma Street, Brisbane QLD 4000

Date 29-Aug-2024