

GEMCO RAIL PTY LTD

WA COLLECTIVE AGREEMENT 2024

Contents

PART 1 – APPLICATION & OPERATION 4

1. TITLE 4

2. COVERAGE OF AGREEMENT 4

3. OPERATION OF AGREEMENT 4

4. APPLICATION 4

5. DEFINITIONS 5

6. AIMS AND OBJECTIVES 5

7. NO EXTRA CLAIMS 6

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT 6

8. CONTRACT OF EMPLOYMENT 6

9. CONDITIONS OF EMPLOYMENT 8

10. PROBATION 9

11. INDIVIDUAL FLEXIBILITY ARRANGEMENT 9

PART 3 – HOURS OF WORK, SHIFT WORK, REST BREAKS, MEAL BREAKS and OVERTIME... 9

12. HOURS OF DUTY 9

13. SHIFT WORK 10

14. ADDITIONAL HOURS 10

15. CONTINUITY OF WORK 11

PART 4 – CLASSIFICATIONS, WAGE RATES and ALLOWANCES 11

16. REMUNERATION 11

17. APPRENTICES 12

18. ADJUSTMENTS 13

19. PAYMENT OF WAGES 13

20. TIME AND WAGES RECORDS 13

21. LOYALTY BONUS 13

22. TRAVEL ALLOWANCE 14

23. FIELD ALLOWANCE 14

24. ADDITIONAL ALLOWANCES 14

25. SUPERANNUATION 14

PART 5 – LEAVE ENTITLEMENTS and PUBLIC HOLIDAYS 14

26. ANNUAL LEAVE 14

27. PERSONAL/CARER’S LEAVE 15

28. CREDIT LEAVE 16

29. LONG SERVICE LEAVE 16

30.	COMPASSIONATE LEAVE	17
31.	UNPAID PARENTAL LEAVE	17
32.	FAMILY LEAVE	17
33.	FAMILY AND DOMESTIC VIOLENCE LEAVE	17
34.	PUBLIC HOLIDAYS	17
35.	PLANT CLOSURE	18
36.	STAND DOWN	18
PART 6 – CONSULTATION and DISPUTES		18
37.	CONSULTATIVE COMMITTEE AND CONSULTATION	18
38.	DISCIPLINARY PROCEDURE	19
39.	DISPUTE RESOLUTION	19
PART 7 – TERMINATION OF EMPLOYMENT AND REDUNDANCY		20
40.	NOTICE OF TERMINATION BY COMPANY	20
41.	REDUNDANCY	21
PART 8 – WORKPLACE HEALTH AND SAFETY (WHS) and ALCOHOL AND OTHER DRUGS ...		22
42.	OCCUPATIONAL HEALTH & SAFETY	22
43.	MANAGEMENT OF SMOKE BREAKS	22
44.	WORKERS COMPENSATION	23
45.	WORKPLACE DELEGATES RIGHTS	23
46.	WORKPLACE DELEGATE REASONABLE ACCESS TO TRAINING	24
47.	SKILLS MATRIX	25
Appendix 1: PAY RATES BY CLASSIFICATIONS		26

PART 1 – APPLICATION & OPERATION

1. TITLE

This Agreement shall be known as the Gemco Rail Pty Ltd WA Collective Agreement 2024 (“the Agreement”).

2. COVERAGE OF AGREEMENT

This Agreement covers:

- a) Gemco Rail Pty Ltd (the Company)
- b) Employees of the Company engaged in classifications provided in **Appendix 1** of this Agreement to perform rail manufacturing and maintenance by the company, for both onsite and off-site operations at:
 - i. 860-870 Abernethy Road, Forrestfield, WA 6058;
 - ii. 63 Farrall Road, Midvale, WA 6560;
 - iii. Any other locations in the State of Western Australia.

Collectively the Parties.

3. OPERATION OF AGREEMENT

- a) This Agreement shall commence to operate seven days after it is approved by the Fair Work Commission and shall remain in force until its nominal expiry date of 30 June 2027.
- b) This Agreement shall continue to operate after its nominal expiry date until terminated or replaced
- c) The company and the employee representatives will commence negotiations 90 days prior to the expiry date of the current agreement
- d) This Agreement shall stand alone and no other collective agreement, award, pre-reform certified agreement, preserved state agreement or notional agreement preserving state award shall have effect in relation to employees covered by this Agreement while this Agreement is in operation
- e) This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES).

4. APPLICATION

- a) The Manufacturing and Associated Industries and Occupations Award 2020 does not apply whilst this agreement is in operation.
- b) This Agreement does not apply to any employee designated by the Company as a manager, supervisor or administrative employee.
- c) This Agreement (to the full extent permitted by law) supersedes and operates to the exclusion of any other Award, agreement (whether certified or not), memorandum of understanding, exchange of correspondence, work practice(s), arrangement(s), written or unwritten, applied prior to the introduction of this Agreement and which regulated the terms and conditions of employment of Employees covered by this Agreement, except for:
 - (i) Employees’ contract of employment;
 - (ii) Individual Flexibility Agreements;

- (iii) Any agreement or arrangement between an individual employee and the Company under the NES.

5. DEFINITIONS

In this Agreement, the following meanings shall apply:

“Award”	means the <i>Manufacturing and Associated Industries and Occupations Award 2020</i> .
“Agreement”	means the Gemco Rail Pty Ltd WA Collective Agreement 2024.
“Casual Employee”	means an Employee engaged and paid as such in accordance with clause 8.5 of this Agreement.
“Company Policies or Procedures”	means all Engenco Group or Gemco policies, procedures and Code of Conduct as amended, introduced or withdrawn from time to time.
"Company work instructions"	means the work instructions developed by the Company for the locations in which the Company operates and any offsite operations.
"Continuous Shift Worker"	means worked carried on with consecutive shifts of employees throughout the 24 hours of each of at least 6 consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
“Act”	means <i>Fair Work Act 2009</i> (Cth) as amended from time to time.
“NES”	means National Employment Standards, as set out in or determined pursuant to the FW Act, as amended from time to time The NES will prevail over this agreement where it provides a more favourable outcome, as prescribed in accordance with the FW Act.
“Rostered Shift”	means any shift of which the Employee concerned has been rostered to work with forty-eight (48) hours' notice or otherwise in accordance with this Agreement.
'Public Holiday'	means a day prescribed by Fair Work Act.

6. AIMS AND OBJECTIVES

- a) The objective of this Agreement is to create a workplace environment in which change and flexible work practices are supported and in which the employees and the Company can work together to enhance the productivity and competitiveness of the Company.
- b) This objective will be brought about through:
 - i. constructive and effective consultation and communication procedures between management of the Company and the employees;
 - ii. flexibility (such as flexible shift rosters and flexible work practices) to improve efficiency of the operations while enhancing the skills and job satisfaction of the employees, in a safe working environment; and
 - iii. a participatory training and development program that leads to the employees assuming responsibility and accountability for their work

7. NO EXTRA CLAIMS

This Agreement covers all contingencies. During the term of this Agreement the parties shall make no extra claims for any changes in remuneration or conditions of employment. The Parties agree that this Agreement is comprehensive and is intended to be exhaustive of the terms and conditions of the employment relationship between the Parties.

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

8. CONTRACT OF EMPLOYMENT

8.1 Types of Employment

- a) Employees may be engaged as permanent, casual, maximum term, fixed term or specified task employees. Employees may also be engaged as apprentices.
- b) Other than casual employees, employees may be engaged on either a full-time or part-time basis.

8.2 Permanent Full Time Employment

A full time Employee is an Employee who is employed to work an average of thirty-eight (38) hours per week and is not otherwise employed as a part time or casual Employee.

8.3 Permanent Part Time Employment

- a) Employees may be engaged on a part-time basis to work a constant number of hours each week which shall average less than 38 hours per week.
- b) Part-time employees will receive pro-rata wages and benefits based on their classification and proportionate hours of work relative to the full-time employees subject to this Agreement.
- c) Part-time employees required by the Company to work additional hours will have a pro-rata entitlement to the penalty loadings referred to in clauses 13 and 14.

8.4 Fixed Term Employment

- a) Fixed term Employees are engaged by the Company for a specified period.
- b) Fixed term Employees may be engaged on either a full time or part time basis consistent with the terms of this Agreement.
- c) Employees engaged on a fixed term basis will be entitled to all terms and conditions applicable to a full-time employee with the exception of, notice of termination, redundancy entitlements and long service leave.
- d) The offer of fixed term employment will specify the period of the engagement. The Company is under no obligation to offer further fixed term employment or permanent employment upon the expiration of the original or subsequent terms.

8.5 Casual Employees

- a) An employee is a casual employee if:
 - i) an offer of employment made by the Company to the person is made on the basis that

the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person; and

- ii) the person accepts the offer on that basis; and
 - iii) the person is an employee as a result of that acceptance.
- b) For the purposes of subsection (a), in determining whether, at the time the offer is made, the Company makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person, regard must be had only to the following considerations:
- i) whether the employer can elect to offer work and whether the person can elect to accept or reject work;
 - ii) whether the person will work as required according to the needs of the employer;
 - iii) whether the employment is described as casual employment;
 - iv) whether the person will be entitled to a casual loading or a specific rate of pay for casual employees under the terms of the offer or a fair work instrument.
- c) A casual Employee for working ordinary time must be paid an hourly rate calculated on the basis of one thirty eighth of the minimum weekly wage prescribed in Clause 25 for the work being performed, plus a casual loading of twenty five percent (25%). The casual loading constitutes part of the casual Employee's all-purpose rate.
- d) To avoid doubt, a regular pattern of hours does not of itself indicate a firm advance commitment to continuing and indefinite work according to an agreed pattern of work.
- e) To avoid doubt, the question of whether a person is a casual employee of an employer is to be assessed on the basis of the offer of employment and the acceptance of that offer, not on the basis of any subsequent conduct of either party.

8.6 Casual conversion to fulltime or part time permanent employment

- a) A casual employee, other than an irregular casual employee, who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of 12 months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.
- b) Every employer of such an employee must give the employee notice in writing of the provisions of clause 8.6 within 4 weeks of the employee having attained such period of 12 months. The employee retains their right of election under clause 8.6 if the employer fails to comply with clause 8.6(b).
- c) Any such casual employee who does not within 4 weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.
- d) Any casual employee who has a right to elect under clause 8.6(a), on receiving notice under clause 8.6(b) or after the expiry of the time for giving such notice, may give 4 weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to

full-time or part-time employment, and within 4 weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.

- e) Once a casual employee has elected to become and been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- f) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 8.6(d), the employer and employee must, subject to clause 8.6(d), discuss and agree on:
 - (i) which form of employment the employee will convert to, being full-time or part-time; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 8.3 —Part-time employees.
- g) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the employer and employee.
- h) Following such agreement being reached, the employee converts to full-time or part-time employment.
- i) Where, in accordance with clause 8.6(d) an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- j) For the purposes of clause 8.6, an irregular casual employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.
- k) Nothing in this clause requires the company to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

9. CONDITIONS OF EMPLOYMENT

Subject to this Agreement, an employee must:

- a) Perform such work, including shift work, as reasonably required by the Company from time to time;
- b) Undertake training as required by the Company from time to time;
- c) Comply with the direction of the Company to work reasonable additional hours at any time during the seven days of the week at the appropriate remuneration prescribed;
- d) Use all appropriate protective clothing and equipment provided by the Company for specific circumstances and adhere to the prescribed occupational health and safety policies of the Company;
- e) Comply with the Company's directions to carry out work as required within the skill and competency of the employee.

10. PROBATION

The employee's initial employment (other than a casual employee) shall be on the basis of a three-month probationary period. During this period, either party may terminate the contract of service in writing by giving at least one week of notice.

11. INDIVIDUAL FLEXIBILITY ARRANGEMENT

11.1 An employee covered by this enterprise agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of the agreement if:

- a) the agreement deals with 1 or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and
- b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- c) the arrangement is genuinely agreed to by the employer and employee.

11.2 The employer must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- c) result in the employee being better off overall than the employee would be if no arrangement was made.

11.3 The employer must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the employer and employee; and
- c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d) includes details of:
 - i. the terms of the enterprise 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
- e) states the day on which the arrangement commences.

11.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

11.5 The employer or employee may terminate the individual flexibility arrangement:

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

PART 3 – HOURS OF WORK, SHIFT WORK, REST BREAKS, MEAL BREAKS and OVERTIME.**12. HOURS OF DUTY**

12.1 The Company's operational hours are 24 hours per day, seven days a week with normal business hours being 0600hrs to 1800hrs.

12.2 A full-time employee's hours of duty shall be 38 hours per week worked as follows:

- a) 8 hours per day Monday to Thursday
- b) 6 hours per day Friday

12.3 Ordinary Hours of work for employees will be rostered between 6.00am and 6.00pm, Monday to Thursday inclusive, and 6.00am to 12.00pm inclusive on Friday.

12.4 Minimum hours of work for Part-Time and Casual Employees: a minimum of 4 hours per day for part-time and casual employees will apply when required to attend the workplace.

12.5 Employees are entitled to a rest period between shifts equal to the hours worked in the prior shift but with a minimum of 10 hours rest. The terms of the award will apply in the event that an employee does not take a minimum of 10 hours rest.

12.6 The employee shall not be required to work for more than 12 hours in any one shift.

13. SHIFT WORK

13.1 Subject to clause 13.2, a loading equal to 20% of an employee's hourly rate will be paid for the duration of the employee's shift where the shift is worked outside the Company's normal business hours.

13.2 An employee's shift will be worked outside the Company's normal business hours where:

- a) at least 50% of the shift is worked between 1800hrs and 0600hrs; or
- b) the shift commences prior to 0400hrs.

13.3 Where the shift commences at or after 0400hrs but before 0600hrs, a loading equal to 20% of the employee's hourly rate will be paid for each hour worked until 0600hrs.

14. ADDITIONAL HOURS

14.1 Reasonable overtime

- a) The Company may require an employee to work reasonable overtime.
- b) An employee may refuse to work overtime only in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - i. any risk to employee health and safety;
 - ii. the employee's personal circumstances including any family responsibilities (which shall be advised in advance of the commencement of each shift);
 - iii. the needs of the workplace or enterprise;
 - iv. the notice (if any) given by the Company of the overtime and by the employee of his or her intention to refuse it; and
 - v. any other relevant matter.

14.2 Overtime Rate

Employees who work overtime in excess of the ordinary hours and/or outside an employee's rostered hours are entitled to be paid at:

- a) time and a half for the first two hours after ordinary hours cease on any engagement; and
- b) double time thereafter.

14.3 Work on Saturday, Sunday or Public Holiday

- a) Employees who work on a Saturday will be paid:
 - i. time and a half for the first two hours; and
 - ii. double time thereafter.
- b) Employees who work on a Sunday will be paid at double time.
- c) Employees who work on a public holiday will be paid at double time plus payment for the public holiday or time in lieu to be taken at a mutually convenient time to the employee and the company.

14.4 Special rates not cumulative

The special rates prescribed in clause 14 are in substitution for and not in addition to the shift loadings prescribed in clause 13.

15. CONTINUITY OF WORK

- a) An employee bound by this Agreement shall not stop work to participate in any unauthorised meeting.
- b) An employee shall not participate in discussions during work time with any person or entity that has entered the workplace except in accordance with the Workplace Relations Act or other relevant legislation.
- c) An employee who participates in an unauthorised stop work meeting breaches this Agreement.

PART 4 – CLASSIFICATIONS, WAGE RATES and ALLOWANCES

16. REMUNERATION

16.1 Rates of pay

- a) The minimum rates of pay for each classification are set out in Appendix 1.
- b) The progression of an employee through the classification structure will be dependent upon the skills required by the Company to be utilised within an employee's appointed position.
- c) Employees progressing through the classification structure are required to work to their level of skill and knowledge in either direct or indirect functions as determined by the needs of the business and the direction
- d) In the event that the employee undertakes training which, upon completion, entitles the employee to a higher rate of pay, the higher rate will only apply upon completion of the training and will be subject to the employee being engaged in an activity that utilises the new skills. The employees and the company will work together to determine the training matrix through consultation with the Consultative Committee
- e) The Company retains the sole discretion to pay hourly rates above the minimum rates set out in Appendix 1.
- f) The hourly rates provided in Appendix 1 will be increased in accordance with the following table:

Operative Date	Percentage Increase
From the first pay period commencing on 1 July 2024	7.00%
From the first pay period commencing on 1 July 2025	4.00%
From the first pay period commencing on 1 July 2026	4.00%

17. APPRENTICES

An employee employed under an apprentice program will be paid under the same conditions of employment as detailed in this agreement. All apprentices will be placed through the recognised State Training authority who will be responsible for the apprentice's training contract as required by legislation.

- a) The rates of pay for apprentices will be set as follows using Level 4 of the Trades rate set in Appendix 1 Minimum Salaries:

July 2024	Column 1			Column 2			Column 3		
Stage of apprenticeship	Has not completed year 12			Has completed Year 12			Adult apprentice (i.e. 21 years of age or over)		
	Hourly rate	% of Level 4	Min weekly wage	Hourly rate	% of Level 4	Min weekly wage	Hourly rate	% of Level 4	Min weekly wage
	\$	%	\$	\$	%	\$	\$	%	\$
Stage 1	22.0805	50%	839.06	24.2886	55%	922.96	33.1208	75%	1258.59
Stage 2	26.4966	60%	1006.87	28.7047	65%	1090.78	38.7508	Level 7	1472.53
Stage 3	33.1208	75%	1258.59	33.1208	75%	1258.59	40.0244	Level 6	1520.93
Stage 4	38.8617	88%	1476.74	40.0244	Level 6	1520.93	42.3691	Level 5	1610.03

July 2025	Column 1			Column 2			Column 3		
Stage of apprenticeship	Has not completed year 12			Has completed Year 12			Adult apprentice (i.e. 21 years of age or over)		
	Hourly rate	% of Level 4	Min weekly wage	Hourly rate	% of Level 4	Min weekly wage	Hourly rate	% of Level 4	Min weekly wage
	\$	%	\$	\$	%	\$	\$	%	\$
Stage 1	22.9638	50%	872.62	25.2601	55%	959.88	34.4456	75%	1308.93
Stage 2	27.5565	60%	1047.15	29.8529	65%	1134.41	40.3008	Level 7	1531.43
Stage 3	34.4456	75%	1308.93	34.4456	75%	1308.93	41.6254	Level 6	1581.76
Stage 4	40.4162	88%	1535.82	41.6254	Level 6	1581.77	44.0639	Level 5	1674.43

July 2026	Column 1			Column 2			Column 3		
Stage of apprenticeship	Has not completed year 12			Has completed Year 12			Adult apprentice (i.e. 21 years of age or over)		
	Hourly rate	% of Level 4	Min weekly wage	Hourly rate	% of Level 4	Min weekly wage	Hourly rate	% of Level 4	Min weekly wage
	\$	%	\$	\$	%	\$	\$	%	\$
Stage 1	23.8823	50%	907.53	26.2705	55%	998.28	35.8235	75%	1361.29
Stage 2	28.6588	60%	1089.03	31.0470	65%	1179.79	41.9130	Level 7	1592.69
Stage 3	35.8235	75%	1361.29	35.8235	75%	1361.29	43.2904	Level 6	1645.04
Stage 4	42.0328	88%	1597.25	43.2904	Level 6	1645.04	45.8265	Level 5	1741.41

- b) Adult apprentices (as an apprentice aged 21 years or older) shall be paid at the rate of pay no less than that of a 3rd year apprentice
- c) An employee who has worked full-time for an employer for at least 6 months, or for 12 months as part-time or casual employee, before commencing an adult apprenticeship with the same employer, will not suffer a reduction in their minimum rate of pay.
- d) Annual increase percentages will be applied to apprentice rates.

18. ADJUSTMENTS

- a) In the event a wage increase is granted, allowances relevant to the work performed by the employees will receive a corresponding percentage adjustment.
- b) The Company retains the sole discretion to review wage rates of pay on an individual basis at any time to prevent employee being disadvantaged.

19. PAYMENT OF WAGES

- a) Wages shall be paid on a fortnightly basis by electronic funds transfer into the nominated bank account/s of the employees.
- b) When an employee’s contract of employment is terminated for any reason all outstanding monies due shall be paid within 5 working days, subject to clause 26(c).

20. TIME AND WAGES RECORDS

The Company shall keep time and wages records in accordance with section 535 of the Fair Work Act 2009.

21. LOYALTY BONUS

Employees (other than casual employees) shall be eligible for a loyalty bonus equal to one week's pay following 12 months of continuous service with the Company. The bonus shall be calculated on the average weekly wage earned by the employee during the previous 52 weeks but excludes other bonus payments and workers compensation payments. If the employee takes two days sick leave without a certificate during that anniversary year, a deduction from the bonus equal to one average day’s pay for

each subsequent sick day without a certificate will apply. Payment shall be made for the bonus in the pay period following the employee's anniversary date.

22. TRAVEL ALLOWANCE

- a) An employee will be compensated for the costs associated with travelling such as airfares, rail fares and taxis to a work site which is situated outside their normal workplace.
- b) An employee shall be compensated for travelling out of normal hours to a site other than that which belongs to Gemco Rail. Employees flying to a work site will be paid for flight duration and for the hour immediately preceding the flight. Travel during normal working time will be classed as if the employee were on normal duty. Wages paid for travel time will be paid at the employee's hourly rate. An employee rostered to work outside the normal hours of duty (shift) but due to company requirements travels during normal hours (0600-1800) will not be disadvantaged for doing so, i.e. the employee will be paid at a minimum as if he/she were working their rostered shift.
- c) In those cases where an employee is required to remain for one or more nights away from home and meals are not included with accommodation, a meal allowance of \$70 per night shall be paid.

23. FIELD ALLOWANCE

In cases where an employee is required to work away from any Gemco Rail Pty Ltd site, that is a site controlled by Gemco Rail, within a radius of 50km from their Home Depot, an allowance of 20% will be added to their hourly rate.

24. ADDITIONAL ALLOWANCES

- a) The employee shall be provided, free of charge, with approved safety equipment and protective clothing. An employee shall be required to wear such safety equipment and protective clothing as required and the Company shall replace such safety equipment and protective clothing on a 'fair wear and tear' basis.
- b) The employee's protective clothing shall be cleaned at the Company's expense to a maximum of six pairs of overalls or eleven shirts and trousers combination.
- c) The employee shall return the protective clothing to the Company on termination or resignation. Monies owed by the Company to the employee will be withheld until the employee returns to the Company all of the protective clothing and property provided to the employee by the Company.

25. SUPERANNUATION

- a) The Company will, from commencement of employment, make superannuation contributions to the employee's nominated superannuation fund. The superannuation contributions shall be those required under the Superannuation Guarantee (Administration) Act 1992.
- b) Superannuation is not payable on workers' compensation payments.
- c) The company will make superannuation contributions to the company's nominated default superannuation fund if an employee does not select their preferred superannuation fund, providing the nominated default superannuation fund is an eligible choice fund offering a MySuper product.

PART 5 – LEAVE ENTITLEMENTS and PUBLIC HOLIDAYS**26. ANNUAL LEAVE**

- a) An employee (other than a casual employee) is entitled to four weeks paid annual leave for each year of service with the employer. No annual leave loading is applicable. An employee's entitlement to annual leave accrues on a continuous basis according to the number of ordinary hours they worked. Annual leave continues to accrue when an employee takes a period of paid annual leave

or paid personal/carer's leave.

- b) Employees who perform Train Examining duties other than Train Examiners will be applicable for an additional week of paid annual leave paid pro-rata based on the completion of 20 weeks train examining duties within the anniversary year of the employee.
- c) 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 annual leave.
- d) 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.
- e) The paid annual leave entitlement of an employee who works outside normal business hours on a permanent basis, will be calculated at the employee's hourly rate plus the 20% loading referred to in clause 13.2.
- f) The paid annual leave entitlement of an employee who works an even time roster of one week within normal business hours and one week outside normal business hours will be calculated at the employee's hourly rate plus a 10% loading provided the employee has accumulated at least 800 hours of work outside normal business hours within a 12-month period of continuous service.
- g) Annual leave shall be taken at a time mutually agreed between the employee and the Company.
- h) The entitlement to annual leave does not accrue during periods of unpaid leave, unless provided for under the *Fair Work Act*.
- i) The employee will receive payment for a period of annual leave in the usual pay periods during the leave. In the event that an employee makes a written request to receive an advance payment prior to commencement of the annual leave, such request may be granted, provided the request is received at least seven days prior to the scheduled pay day on which the payment is required.
- j) If, for any reason, an employee's employment is terminated before the employee has taken in full all annual leave entitlements, the employee will be paid for the outstanding annual leave entitlements at the hourly rate.
- k) The employee shall apply in writing for annual leave five working days before the requested commencement of leave.
- l) Employees who have accrued more than 8 weeks leave, 10 weeks for a shiftworker, may be directed by the Company to take up to $\frac{1}{4}$ of the amount of credited annual leave, provided that the employee must not have less than 4 weeks annual leave accrued.
- m) An employee is entitled to cash-in up to two weeks of their accrued annual leave entitlements, provided that after cashing in, the employee does not have less than 4 weeks leave accrued. The employee must provide the Company with a written request to cash-in their annual leave. Payment of an annual leave cash-in request will be paid to the employee on the next scheduled fortnightly pay day.

27. PERSONAL/CARER'S LEAVE

- a) Full time employees will accrue 10 days personal/carer's leave per year. The personal/carer's leave entitlement will be calculated on a pro rata basis for an employee (other than a casual employee) for whom the weekly ordinary hours worked are less than 38.

- b) Sick leave entitlements will not accrue during periods of unpaid leave, subject to any requirements of the *Fair Work Act*.
- c) The employee taking personal or carer's leave that:
 - i) exceeds 38 hours in an anniversary year without a medical certificate; or
 - ii) is absent two consecutive paid days or more; or
 - iii) is absent two single days or more in a given pay period:is required to produce a certificate from a Medical Practitioner in order to qualify for paid sick leave entitlements.
- d) By written agreement with the Company, an employee may elect to cash-out part of their accrued sick leave entitlement, provided that the protected minimum amount of 15 days for a full-time employee is maintained (pro rata for part time employees). Employees may apply to cash-out a maximum of five days per anniversary year.
- e) The employee shall, where practicable, notify the Company of their inability to attend work and the estimated duration of the absence within one hour of the scheduled commencement time for their shift on the day of absence. The employee must also notify the Company if there will be any changes to the duration of absence. This requirement may be relaxed only in extraordinary circumstance where it is not possible to provide the necessary advice.
- f) Untaken sick leave entitlements are cumulative but shall not be paid out on retirement, cessation, or termination of employment or under any other circumstances.

28. CREDIT LEAVE

- a) The employee may choose to apply to substitute the additional payment detailed in the clause 13.2 and 13.3 (i.e. time and a half and double time) with an equivalent period away from work at their hourly rate. For example, an employee who is entitled to receive time and a half for overtime worked may elect to take 1.5 hours credit leave for every such hour worked. The employee shall apply in writing for credit leave two days before the intended commencement of the leave. The period during which the time is to be taken away from work must be mutually agreed between the Company and the employee.
- b) Time accrued under clause 13.2 and 13.3 may be accrued to a maximum of 160 hours.
- c) In the event that any accrued additional hourly payment entitlement remains outstanding at the time the employee's contract of employment is terminated, the employee shall be paid out the remaining entitlement. The employee may by written application commute accrued credit hours for payment at their hourly rate on any scheduled pay day.

29. LONG SERVICE LEAVE

- a) Long service leave will be provided to the employee in accordance with the relevant State Act (e.g. Long Service Leave Act 1958 (WA)).
- b) Long service leave is to be granted and taken as soon as reasonably possible after it falls due and may be taken in one continuous period or in separate periods of not less than one week.
- c) Employees may on written application commute part of or all of their Long Service leave for adequate payment in lieu.

30. COMPASSIONATE LEAVE

- a) An employee is entitled to compassionate leave at the employee's hourly rate for a period of up to two days on each occasion, but this may be extended to a maximum of four days at the discretion of the Company, in the event of a death or for spending time with a member of the employee's immediate family (spouse, child, parent, grandparent, grandchild or sibling of the employee; or a child, parent, grandparent, grandchild or sibling of a spouse of the employee) or household who contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his/her life. Compassionate leave also applies if an employee child is stillborn, or if the employee, or their spouse or de facto partner, has a miscarriage.
- b) Payment for bereavement leave shall be subject to the employee providing to the Company reasonable proof of the death and the previous relationship of the deceased person to the employee.

31. UNPAID PARENTAL LEAVE

In accordance with the *Fair Work Act*, all eligible employees are entitled to a maximum of 52 weeks unpaid parental leave including Maternity Leave, Paternity Leave and Adoption Leave. Employees wishing to take unpaid parental leave must provide the Company with a medical certificate and written application stating the first and last days of the intended leave. This application must be submitted at least 10 weeks prior to the first day of paternity leave and 4 weeks in the case of maternity leave. Maternity Leave may commence any time within 6 weeks of the expected due date of the birth of the child. If the employee continues to work during the 6 weeks prior to the birth of the child, the Company may require the employee to provide a medical certificate determining that the employee is fit to work in her present position. If a medical certificate is not provided, the Company can direct the employee to commence Maternity Leave.

32. FAMILY LEAVE

- a) Family Leave of up to five paid days per year (in addition to sick leave) may also be granted to an employee in the event of family distress, i.e., a sick child, sick partner. Family Leave will be granted at the discretion of the Company. A Doctor's Certificate will be required before family leave is granted.
- b) Additional unpaid leave will be granted in accordance with the Fair Work Act.

33. FAMILY AND DOMESTIC VIOLENCE LEAVE

- a) Gemco Rail recognises that employees may face domestic and family violence that affects their attendance or performance at work. The Company is committed to providing leave and other support to staff that experience domestic and family violence.
- b) The entitlement for paid leave to deal with domestic and family violence is outlined in the NES.

34. PUBLIC HOLIDAYS

- a) Public Holidays are those days which are prescribed by the Fair Work Act 2009 – namely;

New Year's Day, Australia Day, Labour Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, WA Day, Kings Birthday, Christmas Day, Boxing Day.
- b) If the employee, other than a casual employee, is not required to work on a day solely because that day is a public holiday, payment for that day shall be at the employee's hourly rate.
- c) If the employee, other than a casual employee, is required to work on a public holiday, payment will be at double time. If a casual is required to work a public holiday, payment will be at 2.5 times the employee's hourly rate.

35. PLANT CLOSURE

The nature of the operation may require that the plant be partially or completely closed for certain periods throughout the year. During these times the employee will be required to use his/her accrued annual leave entitlements and/or accrued long service leave entitlements and/or accrued, substituted credit time entitlements. An employee without any or sufficient such entitlements may be required to take unpaid leave. The Company will comply with any statutory notice periods.

36. STAND DOWN

The Company is entitled to deduct payment for any day or part of a day on which an employee cannot be usefully employed because of industrial action or any other cause for which the Company cannot be held responsible provided the employee is paid two hours of pay or, where the employee has commenced work, four hours of pay.

PART 6 – CONSULTATION and DISPUTES

37. CONSULTATIVE COMMITTEE AND CONSULTATION

37.1 Consultative Committee

- a) The role of the consultative committee is to represent the employees to management. Representation shall include, but not be limited to, wages and general conditions of employment.
- b) The consultative committee will be elected by secret ballot. The secret ballot will take place each March and will be administered by the serving consultative committee plus two members of senior management.
- c) A secret ballot will also take place within 30 days of a consultative committee member resigning or, if for whatever other reason, the member is no longer able to perform representative duties.
- d) Meetings will take place monthly with both management and consultative committee members discussing issues that may have arisen and action required where necessary.

37.2 Employers to notify

- a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- b) Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

37.3 Employers to discuss change

- a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 45.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

- b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 37.2
- c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

37.4 Consultation about changes to rosters or hours of work

- a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- b) The employer must:
 - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- c) The requirement to consult under clause 37.4 does not apply where an employee has irregular, sporadic or unpredictable working hours.
- d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

38. DISCIPLINARY PROCEDURE

The Engenco Group Disciplinary Procedure will apply in all cases where disciplinary action may be undertaken.

39. DISPUTE RESOLUTION

- (a) If a dispute relates to:
 - (i) a matter arising under the agreement; or
 - (ii) the National Employment Standards;this term sets out procedures to settle the dispute.
- (b) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (e) The Fair Work Commission may deal with the dispute in 2 stages:
 - (i) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - a. arbitrate the dispute; and
 - b. make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div. 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- (f) While the parties are trying to resolve the dispute using the procedures in this term:
 - (i) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - a. the work is not safe; or
 - b. applicable occupational health and safety legislation would not permit the work to be performed; or
 - c. the work is not appropriate for the employee to perform; or
 - d. there are other reasonable grounds for the employee to refuse to comply with the direction.
- (g) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

PART 7 – TERMINATION OF EMPLOYMENT AND REDUNDANCY

40. NOTICE OF TERMINATION BY COMPANY

- a) The parties agree that the Company is required to give the following notice to an employee other

than a casual employee:

Employee's Period of Total Continuous Service	Period of Notice
Less than 1 year	1 week
More than 1 year, but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

The period of notice increases by 1 (one) week if the employee is over 45 years old and has completed at least 2 (two) years' continuous service with the Company.

- b) The parties agree that the employees, other than casual employees or employees on probation shall give a minimum of two weeks' notice to the Company regardless of the employee's length of service.
- c) Notwithstanding the above, the Company and the employee may mutually agree to a lesser period of notice.
- d) If the Company fails to give the required notice of termination in accordance with Clause 40(a), then payment equivalent to the difference between actual notice and the minimum period of notice shall be made by the Company to the employee.
- e) Nothing in this clause affects the Company's right to dismiss an employee without notice for conduct that justifies instant dismissal.
- f) The Company shall upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of employment and the classification or type of work performed by the employee.
- g) Casual employees may be terminated with a minimum of one hour of notice from the Company. A casual employee is required to give a minimum of one hour of notice to the Company.

41. REDUNDANCY

- a) In the event of a change in the Company's operational requirements, an employee's role may become redundant. The Company will discuss any potential redundancies as soon as is practicable after the Company has made a decision to make one or more employees redundant and will cover reasons for the proposed redundancy as well as practicable measures to avoid or minimise adverse effects of redundancies or the employee(s) concerned. The Company's consultation obligations are covered under Clause 37
- b) Provision of up to eight hours paid interview leave is available to an employee during the redundancy notice period to aid the employee to find other employment. Taking of such leave does not have to be taken in one period. An employee taking interview leave must show reasonable evidence prior to the entitlement being paid
- c) An employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of the period of his or her continuous service:

Period of Continuous Service	Severance pay
Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	7 weeks' pay

4 years but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	11 weeks' pay
7 years but less than 8 years	13 weeks' pay
8 years but less than 9 years	14 weeks' pay
9 years but less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

- d) Casual employees are not entitled to any redundancy entitlements.
- e) For all current permanent employees, any redundancy calculations relating to the relevant severance period as per Clause 5.5c will be based on a 40-hour week up to the date before commencement of the 2013 agreement and thereafter will be calculated at 38 hours per week. Any employee with a start date of 13 December 2013 onwards, will be subject to redundancy calculations based on a 38-hour week

PART 8 – WORKPLACE HEALTH AND SAFETY (WHS) and ALCOHOL AND OTHER DRUGS

42. OCCUPATIONAL HEALTH & SAFETY

- a) Occupational health and safety standards in the workplace will be in accordance with the Work Health & Safety Act 2020.
- b) Both parties agree that all safety regulations will be adhered to by the employee and the Company.
- c) The employee shall actively work towards a clean, tidy and safe working environment.
- d) The Company reserves the right to have employees randomly tested for drugs and/or alcohol abuse. The Company's employees working on a third party's premises are subject to the third party's drug and/or alcohol policies and procedures.

43. MANAGEMENT OF SMOKE BREAKS

43.1 The company considers the health and wellbeing of its employees by supporting smoking prevention and is willing to provide assistance and support for employees who are smokers who would genuinely like to cease smoking. The company is also committed to ensure that non-smokers are protected from the harmful effects of Environmental Tobacco Smoke (ETS) (a combination of side stream smoke [smoke from the burning end of a tobacco product] and exhaled mainstream smoke [the smoke breathed out by a smoker]).

43.2 The company will provide assistance for employees who are committed to stop smoking by;

- a) Providing support for employees who genuinely want to stop smoking by referring them to our Employee Assistance Provider (EAP) Converge International
- b) Offering assistance to employees who genuinely want to stop smoking by providing stop smoking aids. This will be considered on a case by case basis for an agreed period of time of up to 3 months and will not be open ended

43.3 All employees who smoke will be required to follow the following guidelines:

- a) All employees who smoke will be required to clock out using the time clock system when they leave for a smoke break and clock back in when returning to work. This will be as per the Gemco Forrestfield Management of Smoking Policy which will be determined in collaboration with the Consultative Committee.
- b) Smoking will only be allowed in the 2 designated smoking areas available on the premises for use by smokers.
- c) All other areas on the premises will remain non-smoking areas at all times.
- d) Employees observed smoking in areas other than designated smoking areas will face disciplinary action in line with the Engenco Disciplinary Procedure.

44. WORKERS COMPENSATION

Workers compensation insurance will be provided for the employee in accordance with the Workers Compensation and Injury Management Act 1981.

45. WORKPLACE DELEGATES RIGHTS

- a. Clause 52 provides for the exercise of the rights of workplace delegates set out in section 350C of the [Act](#)
- b. Before exercising entitlements under clause 52, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election
- c. An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days
- d. The employer will allow the workplace delegate reasonable time and access to the workplace and workplace facilities during working hours to represent the industrial interests of eligible employees in matters including:
 - (i) Consultation about major workplace change
 - (ii) Consultation about changes to rosters or hours of work
 - (iii) Resolution of disputes
 - (iv) Disciplinary processes
 - (v) Enterprise bargaining where they have been appointed as a bargaining representative under section 176 of the act
 - (vi) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests
- e. The workplace delegate must give reasonable notice to the employer when exercising the workplace delegates entitlements subject to the following conditions.

- (vii) The workplace delegate complies with their duties and obligations as an employee;
 - (viii) Not hinder, obstruct or prevent the normal performance of work or eligible employees exercising their rights to freedom of association;
- f. In accordance with the need of a workplace delegate at a particular time, the employer will allow reasonable access to electronic means usually used at the by the employer for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the workplace delegates organisation in accordance with this provision. It is noted that such access will remain within reasonable limits.
- g. The employer provides the above facilities (including access by a delegate to members or potential members) on the basis that they are reasonable and do not unduly interfere with the delegate's primary duties as an employee of the employer - unless such interruption is authorised by management on site.

45.1 Entitlement to reasonable communication

- a. A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 40A.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- b. A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

45.2 Entitlement to reasonable access to the workplace and workplace facilities

- a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other including access to Wi-Fi;
- b) The employer is not required to provide access to or use of a workplace facility under clause 40A.7(a) if:
 - (iv) the workplace does not have the facility;
 - (v) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (vi) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

46. WORKPLACE DELEGATE REASONABLE ACCESS TO TRAINING

- a) An employee who is the recognised workplace delegate may take up to five (5) days paid leave per year from ordinary duties to attend initial training and at

- least one (1) day each subsequent year.
- b) Only 1 workplace delegate per 50 eligible employees will be entitled to access paid training at the time the training is requested.
 - c) Applications to attend workplace delegate training must be provided in writing to the employer with not less than 5 weeks' notice of the intended training date and will need to be supported by a statement indicating the relevance of the training.
 - d) The employer must advise the workplace delegate not less than 2 weeks of the intended training date if the access to paid training is approved.
 - e) The workplace delegate must provide to the employer evidence to prove they attended the training on their return.

47. SKILLS MATRIX

- a. Discussions regarding the implementation of a skills matrix will commence no later than 12 months from the commencement of this agreement. For the purposes of implementation, the skills matrix will be designed and agreed to by both parties.


Appendix 1: PAY RATES BY CLASSIFICATIONS


APPENDIX 1 MINIMUM SALARIES					
Financial Year Commencing July 2024					
Level	Current	Base Hourly Rate (7% increase)	Casual Loading (25% x base rate)	Casual Hourly Rate (base + loading)	Base Salary
Technician Leading Hand 1	\$55.0767	\$58.9321	\$14.7330	\$73.6651	\$116,449.83
Technician Leading Hand 2	\$52.1262	\$55.7751	\$13.9438	\$69.7189	\$110,211.60
Leading Hand 1	\$49.1758	\$52.6182	\$13.1546	\$65.7728	\$103,973.56
Leading Hand 2	\$47.7046	\$51.0440	\$12.7610	\$63.8050	\$100,862.94
Technician 1	\$46.8749	\$50.1562	\$12.5391	\$62.6953	\$99,108.65
Technician 2	\$45.3882	\$48.5654	\$12.1414	\$60.7068	\$95,965.23
Level 1	\$44.0109	\$47.0917	\$11.7729	\$58.8646	\$93,053.20
Level 2	\$43.1031	\$46.1204	\$11.5301	\$57.6505	\$91,133.91
Level 3	\$42.1796	\$45.1322	\$11.2831	\$56.4153	\$89,181.23
Level 4	\$41.2719	\$44.1610	\$11.0403	\$55.2013	\$87,262.14
Level 5	\$39.5972	\$42.3691	\$10.5923	\$52.9614	\$83,721.34
Level 6	\$37.4060	\$40.0245	\$10.0061	\$50.0306	\$79,088.41
Level 7	\$36.2157	\$38.7508	\$9.6877	\$48.4385	\$76,571.58
Level 8	\$35.5749	\$38.0652	\$9.5163	\$47.5815	\$75,216.84
Level 9	\$33.9316	\$36.3069	\$9.0767	\$45.3836	\$71,742.43
Level 10	\$32.1005	\$34.3476	\$8.5869	\$42.9345	\$67,870.86
Level 11	\$31.1770	\$33.3594	\$8.3399	\$41.6993	\$65,918.17
TEWA	\$41.5966	\$44.5084	\$11.1271	\$55.6355	\$87,948.60


APPENDIX 1 MINIMUM SALARIES					
Financial Year Commencing July 2025					
Level	Current	Base Hourly Rate (4% increase)	Casual Loading (25% x base rate)	Casual Hourly Rate (base + loading)	Base Salary
Technician Leading Hand 1	\$58.9321	\$61.2894	\$15.3224	\$76.6118	\$121,107.85
Technician Leading Hand 2	\$55.7751	\$58.0062	\$14.5016	\$72.5078	\$114,620.25
Leading Hand 1	\$52.6182	\$54.7230	\$13.6808	\$68.4038	\$108,132.65
Leading Hand 2	\$51.0440	\$53.0858	\$13.2715	\$66.3573	\$104,897.54
Technician 1	\$50.1562	\$52.1625	\$13.0406	\$65.2031	\$103,073.10
Technician 2	\$48.5654	\$50.5081	\$12.6270	\$63.1351	\$99,804.01
Level 1	\$47.0917	\$48.9754	\$12.2439	\$61.2193	\$96,775.39
Level 2	\$46.1204	\$47.9653	\$11.9913	\$59.9566	\$94,779.43
Level 3	\$45.1322	\$46.9375	\$11.7344	\$58.6719	\$92,748.50
Level 4	\$44.1610	\$45.9275	\$11.4819	\$57.4094	\$90,752.74
Level 5	\$42.3691	\$44.0639	\$11.0160	\$55.0799	\$87,070.27
Level 6	\$40.0245	\$41.6255	\$10.4064	\$52.0319	\$82,251.99
Level 7	\$38.7508	\$40.3009	\$10.0752	\$50.3761	\$79,634.58
Level 8	\$38.0652	\$39.5879	\$9.8970	\$49.4849	\$78,225.69
Level 9	\$36.3069	\$37.7592	\$9.4398	\$47.1990	\$74,612.18
Level 10	\$34.3476	\$35.7216	\$8.9304	\$44.6520	\$70,585.88
Level 11	\$33.3594	\$34.6938	\$8.6735	\$43.3673	\$68,554.95
TEWA	\$44.5084	\$46.2888	\$11.5722	\$57.8610	\$91,466.67

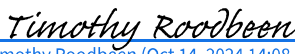
APPENDIX 1 MINIMUM SALARIES					
Financial Year Commencing July 2026					
Level	Current	Base Hourly Rate (4% increase)	Casual Loading (25% x base rate)	Casual Hourly Rate (base + loading)	Base Salary
Technician Leading Hand 1	\$61.2894	\$63.7410	\$15.9353	\$79.6763	\$125,952.22
Technician Leading Hand 2	\$58.0062	\$60.3265	\$15.0816	\$75.4081	\$119,205.16
Leading Hand 1	\$54.7230	\$56.9120	\$14.2280	\$71.1400	\$112,458.11
Leading Hand 2	\$53.0858	\$55.2093	\$13.8023	\$69.0116	\$109,093.58
Technician 1	\$52.1625	\$54.2490	\$13.5623	\$67.8113	\$107,196.02
Technician 2	\$50.5081	\$52.5285	\$13.1321	\$65.6606	\$103,796.32
Level 1	\$48.9754	\$50.9345	\$12.7336	\$63.6681	\$100,646.57
Level 2	\$47.9653	\$49.8840	\$12.4710	\$62.3550	\$98,570.78
Level 3	\$46.9375	\$48.8150	\$12.2038	\$61.0188	\$96,458.44
Level 4	\$45.9275	\$47.7646	\$11.9412	\$59.7058	\$94,382.85
Level 5	\$44.0639	\$45.8265	\$11.4566	\$57.2831	\$90,553.16
Level 6	\$41.6255	\$43.2906	\$10.8227	\$54.1133	\$85,542.23
Level 7	\$40.3009	\$41.9130	\$10.4783	\$52.3913	\$82,820.09
Level 8	\$39.5879	\$41.1715	\$10.2929	\$51.4644	\$81,354.88
Level 9	\$37.7592	\$39.2696	\$9.8174	\$49.0870	\$77,596.73
Level 10	\$35.7216	\$37.1505	\$9.2876	\$46.4381	\$73,409.39
Level 11	\$34.6938	\$36.0816	\$9.0204	\$45.1020	\$71,297.24
TEWA	\$46.2888	\$48.1404	\$12.0351	\$60.1755	\$95,125.43

EXECUTION PAGE


Signed on behalf of Gemco Rail Pty Ltd (ACN 079 764 444) by its authorised representative:	 Dean Draper (Oct 19, 2024 20:59 GMT+11)
Dean Draper	Managing Director and CEO
Full Name (print)	Position
Level 14, 140 William Street Melbourne VIC 3000	Oct 19, 2024
Address	Date

Signed on behalf of Gemco Rail Pty Ltd (ACN 079 764 444) by its authorised representative:	
Geoff Thorn	Executive General Manager - Rail
Full Name (print)	Position
Level 1, 198 Turner Street Port Melbourne VIC 3207	Oct 15, 2024
Address	Date

Signed on behalf of the Employees by the Representative:	 SURESH SUBRAMANI (Oct 15, 2024 08:16 GMT+8)
SURESH SUBRAMANI	Team Leader - Wheelshop
Full Name (print)	Position
c/o Gemco Rail Pty Ltd 860-870 Abernethy Road Forrestfield, WA 6058	Oct 15, 2024
Address	Date

Signed on behalf of the Employees by the Representative:	 Timothy Roodbeen (Oct 14, 2024 14:08 GMT+8)
Timothy Roodbeen	Team Leader - Bearing Shop
Full Name (print)	Position
c/o Gemco Rail Pty Ltd 860-870 Abernethy Road Forrestfield, WA 6058	Oct 14, 2024
Address	Date

Signed on behalf of the Employees by the Representative:	<u>David Quarrell</u> <small>David Quarrell Oct 14, 2024 14:03 GMT+8</small>
David Quarrell	Team Leader - Fabrication
Full Name (print)	Position
c/o Gemco Rail Pty Ltd 860-870 Abernethy Road Forrestfield, WA 6058	Oct 14, 2024
Address	Date

Signed on behalf of the Employees by the Representative:	
Steve McCartney	Amwu W.A. State Secretary
Full Name (print)	Position
121 Royal Street East Perth WA 6004	17/10/24
Address	Date

Signed on behalf of the Employees by the Representative:	
Full Name (print)	Position
Address	Date

Signed on behalf of the Employees by the Representative:	
Full Name (print)	Position
Address	Date

Signed on behalf of the Employees by the Representative:	
Full Name (print)	Position
Address	Date