



# DECISION

*Fair Work Act 2009*

s.185—Enterprise agreement

## **GrainCorp Operations Limited** (AG2021/8504)

### **GRAINCORP OPERATIONS LTD-AWU (VICTORIAN OPERATIONS) ENTERPRISE AGREEMENT 2021**

Grain handling industry

COMMISSIONER YILMAZ

MELBOURNE, 20 DECEMBER 2021

*Application for approval of the GrainCorp Operations Ltd-AWU (Victorian Operations)  
Enterprise Agreement 2021*

[1] An application has been made for approval of an enterprise agreement known as the *GrainCorp Operations Ltd-AWU (Victorian Operations) Enterprise Agreement 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by GrainCorp Operations Limited. The Agreement is a single enterprise agreement.

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

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] I observe that clauses 32(a)(v) and 34(b)(i) of the Agreement are likely to be inconsistent with the National Employment Standards (NES). However, noting clause 52 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Australian Workers' Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[6] The Agreement is approved and in accordance with s.54, will operate from 27 December 2021. The nominal expiry date of the Agreement is 30 June 2024.



COMMISSIONER

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## Annexure A

**FWC Matter No.:**

AG2021/8504

**Applicant:**

GrainCorp Operations Limited

Section 185 – Application for approval of a single enterprise agreement

### Undertaking- Section 190

I, Katherine Skillen, Human Resources Business Partner for GrainCorp Operations Limited give the following undertakings with respect to the GrainCorp Operations Ltd – AWU (Victorian Operations) Enterprise Agreement 2021 ("the Agreement"):

1. I have the authority given to me by GrainCorp Operations Limited to provide this undertaking in relation to the application before the Fair Work Commission.
2. Trainees engaged under this Agreement will be paid at a minimum grade level 1.1 base wage rate as provided in Appendix 1.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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**Signature**

14<sup>th</sup> December 2021

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**Date**

# **GrainCorp Operations Ltd-AWU (Victorian Operations) Enterprise Agreement 2021**

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

## **PART A – GENERAL OPERATION OF AGREEMENT**

### **1. AGREEMENT TITLE**

This Agreement will be known as the GrainCorp Operations Ltd-AWU (Victorian Operations) Enterprise Agreement 2021.

### **2. ARRANGEMENT**

This Agreement is arranged as follows:

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### 3. DEFINITIONS

For the purposes of this Agreement:

- (a) "Company" or "company" or "employer" means GrainCorp Operations Limited;
- (b) "employee" means those persons employed by GrainCorp Operations Limited as specified in clause 11 (Types of Employment);
- (c) "Union" means The Australian Workers' Union.

#### **4. PARTIES BOUND**

This Agreement shall apply to and be binding on:

- (a) GrainCorp Operations Limited, in respect of its Victorian bulk grain handling operations, and
- (b) All employees of GrainCorp Operations Limited, employed in Victorian operations within the classification described within this Agreement.

It is also intended that on approval of this Agreement by Fair Work Commission, The Australian Workers' Union will be bound by this Agreement (where it gives the Commission written notice stating that it wants the Agreement to cover it).

#### **5. COMMENCEMENT DATE OF AGREEMENT AND PERIOD OF OPERATION**

This Agreement will come into operation 7 days after it has been approved by the Commission as provided in the Fair Work Act.

The nominal expiry date is 30<sup>th</sup> June 2024.

#### **6. NO EXTRA CLAIMS**

During the life of this Agreement there shall be no extra claims made by either party in relation to any matters dealt with in this Agreement except where consistent with the decision of Fair Work Commission, or successor organisations.

#### **7. ANTI-DISCRIMINATION**

- (a) It is the intention of the Parties to this Agreement to achieve the principal object in relevant federal legislation through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- (b) Accordingly, in fulfilling their obligations under the procedures in Clause 8 (Dispute Settlement Procedure), the Parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- (c) Nothing in this Clause is to be taken to affect:
  - (i) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
  - (ii) an Employee, company or registered Organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
  - (iii) the exemptions in relevant federal legislation.



## **8. DISPUTE SETTLEMENT PROCEDURE**

- (a) Disputes pertaining to the relationship between the Company and employees, deductions from wages, the operation of the Agreement, or relating to the National Employment Standards will be resolved according to this procedure provided that this procedure will not apply to disputes in connection with casual conversion to permanent employment.
- (b) The employee/s concerned will meet and confer with their immediate supervisor. The employee/s may appoint another person to act on their behalf including a Union delegate, Union official or employee representative.
- (c) If the matter is not resolved at such a meeting the parties to the dispute will arrange further discussions involving more senior management as appropriate. The employee, Union delegate or employee representative may invite an official from the Union to be involved in the discussions as a further representative of the employee. An Officer of the Union who is so invited will be entitled to enter the workplace to represent the employee and the Company will not prevent or hinder such entry. The Company may also invite into the discussions a representative of their choosing.
- (d) If the matter cannot be resolved directly between the parties to the dispute, either of the parties to the dispute may refer the matter to Fair Work Commission to resolve the matter. Fair Work Commission may resolve the matter by mediation, conciliation or arbitration and may grant interim relief. Any arbitrated decision of Fair Work Commission, whether interim or final, shall be binding and the parties will abide by such decision. Fair Work Commission may give all such directions, orders and/or recommendations and do such things necessary or expedient for the speedy and just hearing and determination of the dispute.
- (e) Until the dispute is resolved, the status quo antes will prevail, unless the employee has a reasonable concern about an imminent risk to their health or safety. In order to be clear, if the dispute is about a change at work, the status quo represents the position before the implementation of the change.

## **9. FLEXIBILITY TERM**

- (a) The Company and employee/s covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

  - (i) the Agreement deals with 1 or more of the following matters:
    - arrangements about when work is performed; and
    - annual leave.
  - (ii) the arrangement meets the genuine needs of the Company and employee/s in relation to 1 or more of the matters mentioned in paragraph a(i); and
  - (iii) the arrangement is genuinely agreed to by the Company and employee.
- (b) The Company must ensure that the terms of the individual flexibility arrangement:

- (i) are about permitted matters under section 172 of the Fair Work Act 2009; and
  - (ii) are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The employer must ensure that the individual flexibility arrangement:
- (i) is in writing; and
  - (ii) includes the name of the Company and employee; and
  - (iii) 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
  - (iv) includes details of:
    - the terms of the Enterprise Agreement that will be varied by the arrangement; and
    - how the arrangement will vary the effect of the terms; and
    - 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
    - states the day on which the arrangement commences.
- (d) The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Company or employee may terminate the individual flexibility arrangement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (ii) if the Company and employee agree in writing — at any time.

## 10. CONSULTATION TERM

- (a) This term applies if the employer:
- (i) 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
  - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### *Major change*

- (b) For a major change referred to in clause 10(a)(i):
- (i) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (ii) subclauses 10(c) to 10(i) apply.
- (c) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (d) If:

- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (ii) the employee or employees advise the employer of the identity of the representative, the employer must recognise the representative.
- (e) As soon as practicable after making its decision, the employer must:
  - (i) discuss with the relevant employees:
    - A. the introduction of the change; and
    - B. the effect the change is likely to have on the employees; and
    - C. measures the company is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (ii) for the purposes of the discussion-provide, in writing, to the relevant employees:
    - A. all relevant information about the change including the nature of the change proposed; and
    - B. information about the expected effects of the change on the employees; and
    - C. any other matters likely to affect the employees.
- (f) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (g) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (h) 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 clauses 10(b)(i), 10(c) and 10(e) are taken not to apply.
- (i) In this term, a major change is likely to have a significant effect on employees if it results in:
  - (i) the termination of the employment of employees; or
  - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) the alteration of hours of work; or
  - (v) the need to retrain employees; or
  - (vi) the need to relocate employees to another workplace; or
  - (vii) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (j) For a change referred to in clause 10(a)(ii):
  - (i) the company must notify the relevant employees of the proposed change; and
  - (ii) subclauses 10(k) to 10(o) apply.
- (k) The relevant employees may appoint a representative for the purposes of the procedures in this term.

- (l) If:
  - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (ii) the employee or employees advise the company of the identity of the representative; the employer must recognise the representative.
- (m) As soon as practicable after proposing to introduce the change, the employer must:
  - (i) discuss with the relevant employees the introduction of the change; and
  - (ii) for the purposes of the discussion-provide to the relevant employees:
    - A. all relevant information about the change, including the nature of the change; and
    - B. information about what the employer reasonably believes will be the effects of the change on the employees; and
    - C. information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (iii) 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).
- (n) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (o) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (p) In this term:

**“relevant employees”** means the employees who may be affected by a change referred to in subclause 10(a).

## **PART B - EMPLOYMENT CATEGORIES AND HOURS OF WORK**

### **11. TYPES OF EMPLOYMENT**

#### **(a) General**

- (i) An employee under this Agreement will be employed in one of the following categories:
  - full-time employee; or
  - part-time employee; or
  - casual employee; or
  - fixed term employee
- (ii) At the time of engagement, the Company will inform each employee in writing of the terms of their engagement and in particular whether they are to be full-time, part-time, casual or fixed term.

#### **(b) Ongoing Employees – Permanent employees employed prior to 1 October 2013**

- (i) All persons employed by the Company prior to 1 October 2013 (other than casual employees or fixed term employees) shall be guaranteed ongoing permanent employment by the Company for the life of this Agreement. Nothing in this clause shall preclude the Company from exercising its right to summarily dismiss any employee or from offering voluntary redundancy to any employee.
- (ii) Where an employee accepts voluntary redundancy, it will be done according to clause 33 (Redeployment and Redundancy Arrangements) and Appendix 4(a).

#### **(c) Ongoing Employees - Permanent employees employed after 1 October 2013**

- (i) The intention of the business is to provide ongoing employment for all permanent employees during the life of this agreement based on satisfactory work performance. In the event that redeployment or redundancy becomes necessary, this process will be conducted as per Appendix 4(b): Redeployment and Redundancy arrangements and entitlements.

### **12. FULL TIME EMPLOYEES**

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

### **13. PART -TIME EMPLOYEES**

- (a) The Company may engage Employees on a part-time basis to improve flexibility and meet operational requirements.

- (b) Part-time Employees will be guaranteed a minimum of (32) ordinary hours per fortnight, up to a maximum of (64) ordinary work hours per fortnight. In addition to clause 13b, part time employees will be rostered a minimum of 3 consecutive hours on any shift.
- (c) Any hours worked in excess of the maximum hours referred to in clause 13b above, will be paid at overtime rates. In addition to 13c, any hours worked in excess of the mutually agreed hours between the Company and the part-time employee will be paid at overtime rates.
- (d) Where an individual approaches the company about the opportunity to transition from a Full Time permanent role into a Permanent Part Time role the company will assess the individuals request against the skills required for the ongoing operation requirements of the business and inform the staff member if there is a position available for them to transition to.
- (e) Any hours worked in excess of the 64 ordinary hours in a fortnight or ten hours in a day referred to in clause 13b above will constitute overtime and will be paid at the overtime rates set out in clause 21.
- (f) Required working days including the start and finish time of shifts, will be agreed in writing with the part-time employee upon commencement. Required working days for each subsequent calendar month will be agreed in writing with the part-time employee on or prior to the last working day of the previous month.
- (g) These days can be changed at any time by mutual agreement between the Company and the Employee concerned
- (h) Permanent Part Time Employees are only entitled to a public holiday, where the Public Holiday falls on their actual rostered days. Rosters will not be changed to avoid this entitlement. This will be measured by an employees previous 4 week work pattern.
- (i) Annual leave and personal leave, as detailed in clauses 35 and 36 will be granted on a pro rata basis.

## **14. CASUAL EMPLOYEES**

### **(a) Engagement of Casuals**

- (i) A casual employee is an employee engaged as such.
- (ii) The variable nature of the grain industry demands flexible working arrangements. Not only does the workload change due to volume (tonnage received) but the timing of throughputs and general outloading is dependent on customers' orders and requirements.
- (iii) It is therefore necessary to have in place a core level of permanent staff and this has to be supplemented as required, by casual or contract employment arrangements.

### **(b) Casual Employment**

- (i) The base hourly wage for employees engaged under this clause will be as detailed in Appendix 1.

- (ii) Casual conversion:
  - Casual conversion will be as per the Fair Work Act as amended from time to time. Any disputes relating to casual conversion will be referred to an independent accredited mediator (not the FWC) and the cost will be born by the person referring it to the mediator. The definition of a casual employee will be as per the Fair Work Act.
- (iii) Any casual employee may be employed for up to two occasions on any one day.
- (iv) All engagements under this clause will be on an hour by hour basis but each separate engagement will be for a minimum of four (4) hours during both the harvest and non-harvest periods.

### c) Casual Grades

Casual employees shall be paid in accordance with the rates of pay in Appendix 1 and as per the Grain Operators Classification Structure in Appendix 3 of this Agreement.

### d) Casual employees (all grades) Monday to Friday (Including public holidays)

- (i) **Work between 6:00am and 6:00pm:** Where a casual employee works no more than eight hours within the period of 6.00 a.m. to 6:00 p.m. 25 percent for all hours worked;
- (ii) **Work between 6:00am and 6:00pm (more than 8 hours):** Where during the period 6:00 a.m. to 6:00 p.m. a casual employee works more than 8 hours 25 percent for the first eight hours and then 50 percent for each hour worked to a maximum of 2 hours, then 100 percent until the end of that engagement;
- (iii) **Work after 6:00 pm but prior to 6:00 am:** Where a casual employee commences a period of employment on or after 6:00 p.m. but prior to 6.00 a.m. - 41 2/3 percent for the first eight hours worked and 50 percent for all hours worked to a maximum of 2 hours, then 100 percent until the end of that engagement;
- (iv) **Work past 6:00pm (shift starts before 6:00pm):** Where a casual employee commences employment prior to 6:00 p.m., but works past 6:00 p.m. 25 percent for all hours worked up to 6:00pm then 41 2/3 percent until such time eight hours from the commencement of the period of employment have been worked, and then 50 percent for each hour worked to a maximum of 2 hours, then 100 percent until the end of that engagement.
- (v) **Work started between 4:00am and 6:00am:** Where a casual employee commences between 4.00 a.m. and 6.00 a.m. 50 percent for all hours worked up to 6.00 a.m., then 25 percent until such time eight hours from the commencement of the period of employment have been worked and then 50 percent for all hours worked to a maximum of 2 hours inclusive of

those hours prior to 6:00am then 100 percent until the end of that engagement.

- (vi) **Work from 12 midnight Friday to 12 midnight Sunday and public holidays:** All hours worked outside the period Monday to Friday will be paid according to the following rates.
  - a. Saturday at 50% loading on the base rate for the first two hours and then 100% loading on the base rate for all hours thereafter.
  - b. Sunday at 100% loading on the base rate for all hours worked.
  - c. Public holidays at 150% loading on the base rate for all hours worked.
- (vii) In addition to the adjusted rates set out above, casuals will be entitled to allowances as provided for in Appendix 1.
- (viii) Casual employees may be engaged at any time except that where an engagement is not wholly within the period 6.00 a.m. to 6:00 p.m., it will be contiguous with either end of the period 6.00 a.m. to 6:00 p.m.
- (ix) The base rate together with the loadings prescribed under this clause represent the total hourly remuneration to be paid to employees engaged under this clause. These loadings reflect the varying times at which hours are required to be worked and incorporate payment in lieu of any other entitlements.

## 15. FIXED TERM (TEMPORARY) EMPLOYMENT

- (a) An employee may be engaged on a full time or part time basis for a specific period of time.
- (b) The details of the specific period of time shall be set out in writing and retained by the Company. The Company shall provide a copy to the employee.
- (c) An employee engaged for a specific period of time is for all purposes of the Agreement a full-time or part-time employee, except where otherwise specified in this Agreement.
- (d) Service under a contract of employment for a specific period of time shall form part of an employee's period of continuous service, where such employee is engaged as a full-time or part-time employee immediately following such contract of employment.
- (e) The Company may employ an employee for up to a two year term with the relevant terms and conditions applicable to a permanent employee.
- (f) If a casual employee transfers into a fixed term position, they will revert to a minimum casual grade of 2.2 at the end of the fixed term period in the event the employee continues working for the Company as a casual employee following the fixed term period of employment.

## 16. MIXED FUNCTIONS

- (a) If by direction of the Company, an employee is engaged for an aggregate of more than two hours on any day on work carrying a higher rate than their



ordinary classification, the employee will be paid the higher rate for the whole day.

- (b) If engaged on higher duties for two hours or less, the employee will be paid the higher rate for the time so worked.

## 17. HOURS OF WORK

- (a) The ordinary working hours are averaged over a 28 day cycle. For full-time employees, ordinary hours or work per week are 38 ordinary hours (Monday – Friday) plus an additional two (2) hours that are banked towards the accrual of a rostered day off in a 28 day cycle (4 week period). Each fortnight will commence on a Monday and will extend to the following Sunday week.
- (b) To provide additional flexibility and to meet outloading schedules, the daily core work hours (8 hours) can occur between the hours of 6am to 6pm provided appropriate notice of any change in the starting time is advised to employees. For the purpose of this clause, appropriate notice is deemed to be the end of the employees' rostered shift the day before the change is to take effect.
- (c) **Work to Finish Arrangements**
  - (i) Under this arrangement the working week will remain at 38 hours. However, as agreed, when work is required at a location where the schedule requires the task to be completed, additional hours can be worked on the day to a maximum of 10 hours ordinary time.
  - (ii) Shorter hours (minimum 6 hours per day), may be worked on other days this week to make up the 38 hours total ordinary hours period, or a full week may be made up in a total of four days.
  - (iii) This arrangement does not cancel existing overtime arrangements, however, provides the option to finish work at location.
- (d) **Flexible 4x10 hr Work Week**

The ordinary time working week may comprise of up to ten hours per day over a four day period.

The following conditions will be observed:

- (i) This will be done on a case by case basis and the employee deemed to be assigned to the task will be consulted and their Agreement sought, which shall not unreasonably be withheld.
- (ii) Should it be necessary to work the fifth day on the task, the employee deemed assigned to the task will be, in the first instance, offered the opportunity to work overtime at Saturday overtime rates in accordance with clause 21 (Overtime).
- (iii) No time off in lieu of a part of a week worked shall be offered. Instead, in such circumstances, overtime must be paid.
- (iv) The arrangements shall not be applied during the week which includes a public holiday.

- (v) Every effort will be made not to use the same employees in this work arrangement, unless they so choose.

**(e) 10hr Ordinary Time Weekday Fortnight**

The 80 hour ordinary time working fortnight may comprise of up to ten hours per day over the pay period fortnight Monday-Friday, Monday–Friday.

The following conditions will be observed:

- (i) The fortnightly roster requirement will be provided to employees by COB on the Monday prior to the roster coming into effect. This may be subject to change based on mutual agreement between the business and employees.
  - (ii) Employees will be offered a minimum of 80 hours ordinary time across the weekday fortnightly roster.
  - (iii) Maximum ordinary hours to be worked on any individual day shall be 10, with any hours above this paid at double time.
  - (iv) Minimum ordinary hours worked on any day shall be 5.
  - (v) Employees will not be required to work additional week days within the fortnight once their 80 ordinary hours have been reached. However, if they do, then these hours will be paid at time and half for the first 10 hours and then double time, calculated on the ordinary hour rate.
  - (vi) 4 hours of the 80 ordinary hours worked will contribute to the 'Days Off' accrual.
  - (vii) Enacting this arrangement shall be at the request of the business with participation based on individual consultation and agreement with employees.
- (f)** Where it is intended to utilize the provisions of clause 10 – Consultation and introduction of major change, notice shall be given to the members of the work team no later than close of business of the previous shift.

**18. DAYS OFF (MONDAY TO FRIDAY)**

- (a)** Days off accrued in line with the provisions of clause 17 Hours of Work above must be taken within the month in which it accrues.
- (b)** Each employee will agree with their Manager which day (Monday to Friday) is to be taken each month.
- (c)** Where by agreement, employees take a day off under the provisions of clause 17 Hours of Work, then their entitlement to a day off under this clause will be reduced by one (1). No more than one (1) day off per month shall be affected by this arrangement.
- (d) Absences from Duty Under an Averaging System**

Where an employee's ordinary hours in a week include a day off and an employee's pay is averaged to avoid fluctuating wage payments, the following shall apply:

- (i) The employee will accrue a "credit" for each day he or she works ordinary hours in excess of the daily average.
- (ii) The employee will not accrue a "credit" for each day of absence from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, paid bereavement leave, paid carers' leave, paid training leave, or jury service).
- (iii) An employee absent for part of a day (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, paid bereavement leave, paid carers' leave, paid training leave or jury service shall accrue a proportion of the "credit" for the day, based upon the proportion of the working day that the employee was in attendance.

## **19. SHIFT WORK**

### **(a) Ordinary Hours of Shift Work**

- (i) The ordinary hours of work for shift workers are to be an average of 38 per week and must not exceed 152 hours in 28 consecutive days.
- (ii) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer.
- (iii) Except at change-over of shifts, a permanent employee will not be required to work more than one shift in each 24 hours.

### **(b) Definitions**

For the purposes of this Agreement:

- (i) "Rostered Shift" means any shift of which the employee concerned has had at least 48 hours notice.
- (ii) "Afternoon Shift" means any shift finishing after 6.00pm and at or before 2.00am.
- (iii) "Night Shift" means any shift finishing subsequent to 2.00am and at or before 8.00am.

By agreement between the Company and the majority of employees concerned or in appropriate cases with an individual employee, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

### **(c) Afternoon and Night Shift Allowances**

- (i) An employee whilst on afternoon shift shall be paid for such shift 15 per cent more than his or her ordinary rate.

- (ii) An employee whilst on night shift shall be paid for such shift 30 per cent more than his or her ordinary rate
- (iii) An employee who works on an afternoon or night shift which does not continue:
  - for at least five successive afternoon or night shifts; or
  - for at least 38 ordinary hours (where more than eight ordinary hours are worked on each shift);shall be paid for each shift time and a half for the first two hours and double for the remaining hours, in addition to his or her ordinary rate.
- (iv) The ordinary hours of work for shift workers will be 38 per week averaged over a cycle of two, three or four weeks, and will be worked in shifts of eight continuous hours inclusive of a paid crib break of 30 minutes duration.
- (v) All time worked by a shift worker in excess of the ordinary hours will be paid for at double ordinary time (exclusive of shift penalties).
- (vi) Shifts will rotate regularly. The company may stagger start times of work groups within ordinary hours to meet operational requirements. Where work commences and finishes within the ordinary span of hours it is considered day work.
- (vii) An employee will be given 48 hours' notice prior to the altering of a rostered shift. By mutual agreement between an employee and the employer, shorter notice may be given.
- (viii) An employee who is required to change shifts during any week will be paid an additional \$5.25 for each change, but not for the change back to their rostered shift.
- (ix) Despite any other provision of this Agreement, a grade 1 employee (other than a casual employee) who works an afternoon shift that finishes after 12am and at or before 2am shall be paid for such shift 30 per cent more than his or her ordinary rate.

**(d) Rate for Working on Saturday Shifts**

- (i) The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half for the first two hours, and double thereafter. This extra rate is in substitution for and not cumulative upon the shift premiums prescribed in clause 19 (c) – Afternoon and Night Shift Allowances.

**(e) Rate for Working Shift Work on Sunday and Public Holidays**

- (i) The rate at which shift workers are to be paid for all time worked on a Sunday or public holiday is as follows for a minimum engagement of 4 hours:

Sundays - at the rate of double time

Public Holidays - at the relevant public holiday rate as per Clause 34(c)(iii).

Where shifts commence between 11.00pm and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the

employee to the Sunday or public holiday rate for the shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into the Sunday or public holiday shall be regarded as time worked on the Sunday or public holiday.

- (ii) Where shifts fall partly on a holiday, the shift which has the major portion falling on the public holiday shall be regarded as the holiday shift.
- (iii) By agreement between the Company and the majority of employees concerned, the shift which has the minor portion falling on the public holiday may be regarded as the holiday shift in lieu of the above.
- (iv) The extra rates in this sub clause are in substitution for and not cumulative upon the shift premiums prescribed in clause 19(c) – Afternoon and Night Shift Allowances.

## **20. SHORT TERM TWENTY FOUR (24) HOUR SITE OPERATION**

- (a) The purpose of this clause is to allow for twenty four (24) hour operations at all sites for either receivals or outloading activity, provided sites are suitably set up for night work operations. When working in line with the provisions of this clause, all time worked Monday to Friday (up to thirty eight (38) ordinary hours per week) regardless of the time of day at which work commences shall be considered to be ordinary hours.
- (b) Twenty four (24) hour operation will be achieved by working two twelve (12) hour shifts each day. One shift shall commence at 6.00 am (the day shift) the other at 6.00 pm (the night shift). The commencing times may be varied by agreement between employees working at a particular site and local management.
- (c) Each of the two twelve (12) hour shifts shall comprise a combination of eight (8) ordinary hours and four (4) overtime hours.
- (d) Twenty four (24) hours notice (or such shorter time as may be agreed with the employee/s concerned) shall be provided before this clause comes into operation at any one site. Permanent and fixed term employees who are to work at that site shall be advised accordingly.
- (e) The operation of this clause at any one site may be terminated with twelve (12) hours notice to relevant permanent/fixed term employees or without notice in the case of adverse weather conditions.
- (f) On the day that employees complete the last night shift of any period of operation of this clause at any one site they will, at the direction of the Company and on that day only, commence a period of work of eight (8) ordinary hours after having had a minimum ten (10) hour break. This clause shall operate even where the working of ordinary hours on that one day extends past 6pm.
- (g) Either the day shift or the night shift may be extended by the working of additional hours. An extended shift shall not in any circumstance exceed fourteen (14) hours.

- (h) Between the working of any one shift, day or night and their commencing on their next shift, each employee shall have a minimum break of ten (10) hours.
- (i) The provision of the two preceding sub clauses may be modified in line with the provisions of ten hour break flexibility.
- (j) Shift loadings as stipulated in sub clause 19(b) will apply to ordinary hours worked under this clause

## 21. OVERTIME

- (a) All time worked by day workers in excess of or outside the ordinary hours will be paid for at time and a half for the first two hours, and double time thereafter.
- (b) In computing overtime, each day's work will stand alone.
- (c) An employee required to do overtime work which commences from or extends beyond noon on a Saturday will be paid at double time for all time worked from noon.
- (d) An employee recalled to work overtime after the completion of their ordinary work for the day, and after the employee has left work for the day will be paid for a minimum of four hours work at the appropriate rate.
- (e) Employees shall make themselves available to work reasonable amounts of overtime which shall be worked in line with current arrangements.
- (f) Where the Company requires overtime to be worked at a particular site, all suitably located permanent employees will be approached first to carry out the required overtime.
- (g) In the event that permanent employees are unable to do so, the Company will make suitable arrangements to have the work completed by other means.
- (h) The Company recognises the flexibility of employees in providing overtime. Employees and their representatives for their part recognise the importance of this overtime flexibility and will continue to provide this flexibility. In particular;
  - (i) Grain handling operations 7 days per week during any of the 24 hours of a day where operationally required in consultation with the employees.
  - (ii) Working on public holidays.
  - (iii) Late notification (eg 11 pm Friday night) of requirement to work on the weekend.
  - (iv) General working attitude that facilitates the sometimes short term decision making time frames of logistics.
- (i) **Weekend Overtime**
  - (i) All employees will make themselves available to work at weekends during harvest and will be available, with the minimum paid period for weekend overtime being three (3) hours.

- (ii) Where scheduled weekend overtime is cancelled and no other work can be arranged by Friday 3pm, a 3 hour payment will be made at overtime rates, applicable to the day they would have worked had the overtime not been cancelled.

**(j) Requirement to Work Reasonable Overtime**

- (i) Subject to an employee's right to reasonably refuse (as detailed below) an employer may require an employee to work reasonable overtime at overtime rates.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
  - (i) any risk to employee health and safety;
  - (ii) the employee's personal circumstances including any family responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (v) any other relevant matter.

**22. CALL OUT**

- (a) Where an employee is recalled to duty after having completed the normal hours (plus any overtime) on any day (including on a Saturday, Sunday or public holiday), that employee shall be paid at the appropriate overtime rate as prescribed in clause 21 of this Agreement for a minimum of 2 hours.
- (b) When an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the employer will provide him/her with conveyance to their home or the nearest public transport.

**23. REST PERIOD AFTER OVERTIME WORK**

- (a) When overtime work is necessary it will, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.
- (b) An employee who works so much overtime between the termination of their 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 consecutive hours off duty between those times will, subject to this clause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the employer, the employee resumes or continues work without having had such ten consecutive hours off duty the employee will be

paid at double rates until the employee is released from duty for such period, and the employee will then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

## **24. BREAKS**

### **(a) Rest break**

- (i) An employee will be allowed a break of ten minutes duration in the morning and afternoon, and at intervals of two hours during overtime or shift work (in accordance with sub clause 19 (b)).

### **(b) Meal breaks**

- (i) Monday - Friday - An employee (except for a shift worker) will be entitled to a unpaid meal break of not less than 30 minutes, nor more than 60 minutes duration, to be taken between 11.15 a.m. and 12.45 p.m. each day. The period of an employee's meal break may be established by agreement between the Company and employee concerned, and failing agreement the period will be 45 minutes. Where, in accordance with clause 17 - Hours of Work, the starting and finishing times have been altered, the time for taking the meal break may also be altered by mutual agreement.
- (ii) Saturday & Sunday - After working four consecutive hours an employee who is to continue working will be entitled to a meal break of twenty minutes paid at the same rate as if the employee had continued working
- (iii) Where, after working 8 hours and 12 hours, an employee is to continue working, the employee will be entitled to a paid meal break of twenty minutes. This will be paid at the same rate as if the employee had continued working.
- (iv) An employee will not be compelled to work through any meal break prescribed by 24(b)(i), 24(b)(ii).
- (v) An employee who, at the Company's request, works during a meal break prescribed by clause 24(b)(ii) will be entitled to claim 20 minutes additional time to actual hours worked paid at overtime rates, per meal break.

### **(c) Weekend Breaks**

- (i) Principle

The objectives of the arrangements being made under this clause are to ensure that all employees are provided the opportunity to take time off within each month to assist with fatigue management.

- (ii) Required weekend breaks

Managers/supervisors will ensure that each employee takes a minimum of 2 weekend days off per month, either jointly as 2 consecutive weekend days or as two single weekend days within the same month.



## **25. CONTINUOUS RUNNING**

- (a)** Employees recognise the flexibility of deferring or forgoing a break to ensure continuous operation on occasions when relief is not available because of unavoidable labour constraints.

## **PART C – CLASSIFICATIONS, WAGES, ALLOWANCES**

### **26. WAGE RATES**

#### **(a) Weekly wage rates**

The Company will assign an employee to one of the classifications set out in Appendix 3 of this Agreement and will pay them the appropriate weekly rate or hourly derivative as set out in Appendix 1 to this Agreement.

#### **(b) Payment of wages**

- (i) Wages will be paid fortnightly.
- (ii) Payment of wages to an employee will be by direct credit into a bank, building society or credit union account nominated in writing by the employee.

#### **(c) During the life of this Agreement, the following wage increases shall be paid:**

- i. Year 1: 2.5% (payable from 1<sup>st</sup> July 2021)
- ii. Year 2: 2.5% (payable from 1<sup>st</sup> July 2022)
- iii. Year 3: 2.5% (payable from 1<sup>st</sup> July 2023)

### **27. SKILLS, JOB DESIGN AND PERFORMANCE INDICATORS**

#### **(a) Joint Development of Performance Indicators**

Performance indicators that identify those performance factors critical to the success of the unit of business may be developed. Employees will be involved in the selection of indicators and in the monitoring of performance. Performance indicators applicable to each group shall be both direct and indirect, i.e. direct being numerical measurement usually expressed as a rate, and indirect being areas of activity which affect productivity without their impact being directly traceable.

#### **(b) Job Design-Increased Responsibility For A Geographic Area E.G. Section, Region, Etc**

- (i) In line with increased training of staff, personnel within each geographical area will be expected to assume increased responsibility for activities and performance under their control
- (ii) The minimum classification levels required to run a site will be as follows:
  - Harvest receivals 4.2
  - Outloading & Other 4.1

If no suitable 4.2 or 4.1 grade level employees are available, it is possible for employees at a minimum of grade 3.1 level to act in these roles for a period of up to 48hrs at a time to cover fatigue days/unforeseen circumstances and to receive

supervision and guidance, including remote supervision and guidance, when/if required by a Site Manager or Area Manager.

## **28. VARIABLE BONUS PAYMENT**

- (a) The parties agree to variable bonus payment. The maximum possible bonus shall be as set out in Appendix 2, based on ex-farm receivals in the twelve months to 31st March each year.
- (b) The maximum bonus shall be divided into two parts (a) and (b). Part (a) which shall comprise fifty percent (50%) of the maximum, shall be paid in the first full pay period in April each year.
- (c) Part (b), which shall be fifty per cent of the maximum, shall be aggregated amongst all eligible participating employees and paid in the first pay period after 30 September each year.
- (d) For the purposes of this clause 'eligible participating employee' includes:

Casual employees with 1500hrs employment in the 12 month period up to the 31<sup>st</sup> March who may only participate in part (a).

- (i) Permanent and fixed term employees with at least 6 months of service as at the 31 March who will participate in parts (a) and (b).
- (ii) These terms and conditions are agreed to by all the parties and will be implemented from the date of approval of this Agreement by eligible employees.

## **29. ALLOWANCES**

### **(a) Meal allowance**

- Any employee (including casuals) who works more than 10 hrs on any weekday or 4 hrs on any weekend will be entitled to be paid 1 x meal allowance as per Appendix 1.
- Where an employee does not receive a meal break after 8 hours they will be entitled to claim the 1 x meal allowance after working 10 hrs.

### **(b) Living Away From Home, Meal And Accommodation Expenses**

- (i) Where an employee is sent from one place to another and cannot reasonably return to their home each night, the employee will be provided with accommodation paid for by the Company.
- (ii) Where the Company provides accommodation for the employee and an evening meal may be billed back to the accommodation account, all reasonable expenses will be paid for by the Company.
- (iii) Where the employee's meals are not provided for, by either being inclusive with the accommodation or are able to be billed to the accommodation account, the employees may claim the meal/s through the living away from home allowance.

- (iv) Employees are entitled to access the incidentals allowance for each night they are required to stay away from home and cannot reasonably return to their home each night. This incidentals allowance is paid in order to cover additional food, drink and incidentals while travelling.
- (v) The incidentals and living away from home allowance rate, as detailed in Appendix 1, will be increased as per the ATO annual increases per year.

**(c) First Aid**

The Company commits to ensuring all employees covered by this Agreement are trained in and maintain formal First aid qualifications as per the classification structure set out in Appendix 3 of this Agreement.

**(d) Travel reimbursement/allowance**

Where an employee is authorised and required to use his or her own vehicle for work purposes, the employee will be reimbursed for this travel expense or receive an allowance of \$0.78 per kilometre for the distance actually covered on GrainCorp's business. This does not apply to travel between the employee's residence and usual work location.

**(e) Allowances to Increase**

All allowances (save for the travel reimbursement/allowance) will increase in line with the annual wage increase.

The base hourly rate contained within this Agreement is inclusive of the dust and first aid allowance.

## **30. SUPERANNUATION**

**(a) Definitions**

Unless the contrary intention appears, an expression used in this clause has the same meaning as it has in the Superannuation Guarantee (Administration) Act 1992.

**(b) Contributions**

- (i) The Company shall contribute to the relevant superannuation fund on behalf of each employee an amount equal to the superannuation guarantee of the employee's ordinary time earnings.
- (ii) In accordance with federal legislation, employees may elect which fund their superannuation is paid into by the Company. Employees who wish to exercise their choice of fund are required to complete a choice of fund form obtainable from Human Resources. Should employees not exercise this choice, contributions shall be made into GrainCorp's default fund (as varied from time to time) which offers a My Super product.
- (iii) The contributions shall be made at least monthly or more frequently as required by the relevant legislation.

- (iv) Contributions shall continue while an employee is absent on paid annual leave, sick leave, long service leave, public holidays, jury service, bereavement leave or other paid leave. Contributions are not required to be made in respect of absence from work without pay.
- (v) In the event of an employee's absence from work being due to injury or illness, contributions at the normal rate shall continue for the period of the absence (subject to a maximum of 52 weeks total) provided that the employee is receiving workers' compensation payments and the employee remains employed by the Company.

## **31. PERFORMANCE REVIEW**

### **(a) Principle**

Each employee covered by the agreement will undergo an individual development review once a year. The objectives of the arrangements being made under this clause are to identify training and development requirements and to ensure correct alignment with the classification structure. This review is not to be used as a disciplinary process.

### **(b) Performance review process**

Direct Managers and individual employees will meet to discuss the employee's performance against position requirements, as detailed within the classification system. This will include ensuring that the employee is aware of, and conducting their work in line with, the expected behaviours at a specific grade level. If they wish, individual employees may bring his/her nominated representative along to provide support during this process.

If an employee is not operating at the stated grade, then normal counselling practices will be followed in accordance with company policy. An employee's pay grade cannot be lowered as a result of the annual review.

If an employee is dissatisfied with the outcomes of the performance review process, then the normal dispute resolution procedures as outlined in this Agreement should be followed, which includes referral to the relevant Operations Manager.

### **(c) Pay grade review**

When an employee believes they have the skill, competency and training to progress up a pay grade in the classification structure the employee can request, in writing, for a review of their pay grade by their Direct Manager. A review of the employee's skill, competency and training against the proposed pay grade will occur with the employee's Direct Manager within 21 days of receipt of this request.

Following this review, if the employee has demonstrated the skill, competency and training to progress up a pay grade the pay grade change will be effective from the next relevant pay period.

If an employee is dissatisfied with the outcomes of the review, then the normal dispute resolution procedures as outlined in this Agreement should be followed, which includes referral to the relevant Operations Manager.

## **PART D – TERMINATION OF EMPLOYMENT**

### **32. NOTICE OF TERMINATION**

#### **(a) Notice of termination by the Company**

- (i) In order to terminate the employment of an employee the Company must give to the employee the period of notice specified in the table below:

<b>Period of continuous service</b>	<b>Period of notice</b>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (ii) In addition to the notice in 32(a)(i), employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- (iii) Payment in lieu of the prescribed notice in 32(a)(i) and 32(a)(ii) must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- (iv) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
- the employee's ordinary hours of work (even if not standard hours); and
  - the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
  - any other amounts payable under the employee's contract of employment.
- (v) The period of notice in this clause does not apply:
- in the case of dismissal for serious misconduct;
  - to apprentices;
  - to employees engaged for a specific period of time or for a specific task or tasks;
  - to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the Agreement; or
  - to ad hoc casual employees (other than casuals employed on a regular and systematic basis in excess of 12 months).

- (vi) Continuous service is defined in clause 35(e)

#### **(b) Notice of termination by an employee**

- (i) The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (ii) If an employee fails to give the notice specified in 32(a) the Company has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 32(a)(iv).

**(c) Job search entitlement**

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

**(d) Transmission of business**

Where a business is transmitted from one employer to another, as set out in clause 33- Redundancy, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

**(e) Statement of employment**

The Company will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of their employment and the classification of or the type of work performed by the employee.

**33. REDEPLOYMENT AND REDUNDANCY ARRANGEMENTS**

Provisions of the Company's redeployment and redundancy policy shall apply to personnel covered by this Agreement as set out in Appendix 4.

## **PART E – FORMS OF LEAVE**

### **34. PUBLIC HOLIDAYS**

- (a) An employee will be entitled to holidays on the following days:
- New Year's Day;
  - Good Friday;
  - Easter Saturday;
  - Easter Monday;
  - Christmas Day;
  - Boxing Day;
  - Australia Day;
  - Anzac Day;
  - Queen's Birthday;
  - Labour Day; and
  - Melbourne Cup Day (or applicable regional race day).
- (i) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.
- (ii) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.
- (iii) When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on the next Monday.
- (b) Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in 34(a), those days will constitute additional holidays for the purpose of this Agreement.
- (i) the Company and employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees will constitute agreement.
- (ii) An agreement pursuant to 34(b)(i) will be recorded in writing and be available to every affected employee.
- (iii) An employee, other than a casual employee will be entitled to the above mentioned holidays without loss of pay. A part time employee who is not rostered to work on a day when a public holiday falls, shall not be entitled to the above mentioned holidays without loss of pay
- (c) **Sunday and public holiday work**
- (i) The provisions of this clause will apply to full-time, part-time or temporary employees.
- (ii) An employee will be paid double time for all work on a Sunday.



An employee will be paid double time and a half for all work on a public holiday, with the exception of Christmas Day, Boxing Day, Anzac Day & Good Friday which will be paid at triple time for all hours worked.

- (iii) An employee required to work on a Sunday or public holiday will be paid for a minimum of four hours work.

### **35. ANNUAL LEAVE**

Employees are entitled to annual leave in accordance with the Fair Work Act 2009.

#### **(a) Entitlement to annual leave**

An employee (other than a casual employee) is entitled to 20 working days of paid annual leave per year of service.

An employee is entitled to accrue an amount of paid annual leave, for each completed 4 week period of continuous service with the Company, of 1 / 13 of the number of nominal hours worked by the employee during that 4 week period.

#### **(b) Accrual and accumulation**

Annual leave accrues on a pro-rata basis and is cumulative

#### **(c) Crediting**

Each month the Company must credit to an employee the amount (if any) of annual leave accrued by the employee since the Company last credited to the employee an amount of annual leave.

Each year the Company must credit to an employee the amount (if any) of annual leave accrued by the employee since the Company last credited to the employee an amount of annual leave.

#### **(d) Payment for period of annual leave**

Employees, before going on leave, are to be paid the wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period (note: this may not occur in annual close down situation).

#### **(e) Definition of “continuous service”**

In this clause “continuous service”, in relation to a period of an employee’s service with the Company, means service with the Company as an employee (other than a casual employee) during the whole of the period, including (as a part of the period) any period of authorised leave. Here “authorised leave” means leave, or an absence, whether paid or unpaid, that is authorised:

- by the Company; or
- by or under a term or condition of an employee’s employment; or
- by or under a law, or an instrument in force under a law, of the Commonwealth, a State or a Territory

**(f) Public holidays falling in a period of leave**

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

**(g) Time of Taking Leave**

Annual leave shall be given at a time applied for by the employee and approved by the Company.

**(h) Leave allowed before due date**

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

(ii) Where annual leave or part of it has been granted before the leave is due, and the employee subsequently leaves or is discharged from the service of the employer before completing the required 12 months continuous service and the amount paid by the employer to the employee for the annual leave or part so taken in advance exceeds the amount which the employer is required to pay to the employee under the employer will not be liable to make any payment to the employee under clause 35(i) and is entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of employment.

**(i) Proportionate leave on termination**

An employee, other than a casual, who leaves his or her employment with the Company, shall be paid proportionate leave on termination.

## **36. PERSONAL LEAVE**

Employees are entitled to personal leave in accordance with the Fair Work Act 2009.

**(a) Meaning of personal/carer's leave**

Personal/carer's leave is:

- (i) paid leave ("sick leave") taken by an employee because of a personal illness, or injury, of the employee; or
- (ii) paid or unpaid leave ("carer's leave") taken by an employee 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 injury, of the member; or
  - an unexpected emergency affecting the member.

**(b) The term "immediate family" includes:**

- (i) 'immediate family' has the same meaning as the definition of 'immediate family' in section 12 of the *Fair Work Act 2009*.

**(c) Paid personal/carer's leave—accrual, crediting and accumulation rules**

- (i) Entitlement to take credited leave - An employee is entitled to take an amount of paid personal/carer's leave if that amount of leave is credited to the employee.
- (ii) An employee (other than a casual employee) is entitled to 10 days paid personal leave per annum

**(d) Accrual**

- (i) An employee is entitled to accrue an amount of paid personal/carer's leave, for each completed 4 week period of continuous service with the Company of 1/26 of the number of nominal hours worked by the employee during that 4 week period.
- (ii) Paid personal/carer's leave accrues on a pro-rata basis.

**(e) Crediting**

Each month, the Company must credit to an employee the amount (if any) of paid personal/carer's leave accrued by the employee since the Company last credited to the employee an amount of paid personal/carer's leave.

**(f) Accumulation**

- (i) Paid personal/carer's leave is cumulative.
- (ii) If an employee is terminated by the Company and is re-engaged by the Company within a period of six months then the employee's unclaimed balance of personal leave shall continue from the date of re-engagement.

**(g) Paid personal/carer's leave—payment rule**

If an employee takes paid personal/carer's leave during a period, the Company must pay the employee for that period the amount the employee would reasonably have expected to be paid by if the employee had worked during that period.

**(h) Paid personal/carer's leave—workers' compensation**

- (i) An employee is not entitled to take paid sick leave for a period during which the employee is absent from work because of a personal illness, or injury, for which the employee is receiving workers' compensation.
- (ii) However, this clause does not apply to the extent that it is inconsistent with a provision of a law relating to workers' compensation if the provision would:
- prevent an employee from taking or accruing paid personal/carer's leave during a period while the employee is receiving compensation; or

- restrict the amount of paid personal/carer's leave an employee may take or accrue during such a period.

**(i) Employee must give notice**

- (i) The employee must, during the ordinary hours of the first day or shift of such absence, or as soon as reasonably practicable, inform the Company or his or her inability to attend for duty and as far as practicable state the nature of the injury, illness or emergency and the estimated duration of the absence. If it is not reasonably practicable to inform the Company during the ordinary hours of the first day or shift of such absence, the employee must inform the Company within 24 hours of such absence.
- (ii) Absence on sick leave as a result of planned hospitalisation or specialist treatment should be notified prior to the leave being taken, with appropriate documentation.
- (iii) When taking leave to provide care or support for members of his or her immediate family or household who are sick and require care or support, or who require care due to an unexpected emergency, the notice must include:
  - the name of the person requiring care or support and their relationship to the employee;
  - the reasons for taking such leave; and
  - the estimated length of absence.

**(j) Evidence supporting claim**

- (i) When taking leave to provide care or support for members of his/her immediate family or household who are sick and require care or support, the employee must, if required by the Company, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that illness requires care or support by the employee.
- (ii) When taking leave to provide care or support care for members of his or her immediate family or household who require care or support due to an unexpected emergency, the employee must, if required by the Company, establish by production of documentation acceptable to the Company or a statutory declaration, the nature of the emergency and that such an emergency resulted in the person concerned requiring care by the employee.
- (iii) When taking leave to care for members of his or her immediate family or household who require care due to an unexpected emergency, the employee must, if required by the Company, establish by production of documentation acceptable to the Company or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

**(k) Single day absences**

- (i) Employees are entitled to take single days as paid sick leave on five (5) different occasions per year without producing evidence to account for such absence. Any single day absence in excess of five single days must be

accounted for as stipulated in clause 36,k,ii. For the purpose of this clause, each year is defined from an employee's anniversary date.

- (ii) Where an employee is absent on sick leave for more than two (2) consecutive days/shifts, absent from work either side of a public holiday or if required by the supervisor/manager, the employee must provide a certificate from a registered medical practitioner, or a statutory declaration.
- (iii) Nothing in this clause limits the employer's right to request a certificate from a medical practitioner.

**(l) Unpaid carer's leave**

- (i) An employee is entitled to a period of up to 2 days unpaid carer's leave for each occasion (an "UCL permissible occasion") when a member of the employee's immediate family, or a member of the employee's household, requires care or support during such a period because of:
  - a personal illness, or injury, of the member; or
  - an unexpected emergency affecting the member.

*Note: This entitlement extends to casual employees.*

- (ii) An employee is entitled to unpaid carer's leave only if the employee complies with the notice and documentation requirements above, to the extent to which they apply to the employee.

**(m) Unpaid carer's leave—how taken**

An employee who is entitled to a period of unpaid carer's leave for a particular UCL permissible occasion is entitled to take the unpaid carer's leave as:

- a single, unbroken, period of up to 2 days; or
- any separate periods to which the employee and the Company agree.

**(n) Unpaid carer's leave—paid personal leave exhausted**

An employee is entitled to unpaid carer's leave for a particular UCL permissible occasion during a particular period only if the employee cannot take an amount of any of the following types of paid leave during the period:

- paid personal/carer's leave;
- any other authorised leave of the same type as personal/carer's leave.

**(o) Paid personal leave—service**

- (i) A period of paid personal leave does not break an employee's continuity of service.
- (ii) Paid personal leave counts as service for all purposes ("paid personal leave" means paid personal/carer's leave or compassionate leave).

**(p) Unpaid carer's leave—service**

A period of unpaid carer's leave does not break an employee's continuity of service. However, a period of unpaid carer's leave does not otherwise count as service except as expressly provided by or under:

- a term or condition of the employee's employment; or
- a law, or an instrument in force under a law of the Commonwealth or Victoria.

### **37. COMPASSIONATE LEAVE**

- (a) Employees are entitled to compassionate leave in accordance with the Fair Work Act 2009.
- (b) Employees will be granted up to two (2) days' compassionate leave on each occasion when a member of their immediate family (as defined above) or household develops an illness that poses a serious threat to life, sustains an injury that poses a serious threat to life, or dies. This leave may be taken as a single unbroken period of leave or in separate periods as agreed between the employee and manager.
- (c) The Company may require the employee to provide a medical certificate or Death Certificate or funeral notice from the newspaper where there is a death.

### **38. JURY SERVICE**

- (a) An employee required to attend for jury service during their ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.
- (b) An employee will notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee will give the employer proof of their attendance, the duration of such attendance, and the amount received in respect of such jury service.

### **39. LONG SERVICE LEAVE**

- (a) Every employee who has had seven years' service with the Company shall be entitled, subject to the provisions outlined in this clause, to be granted, by the Company, long service leave equal to one-fortieth of the period of the employee's service with the Company.
- (b) Where an Employee is by virtue of clause 39(a) above entitled to a period of long service leave with pay, the Employer, at its discretion, may at the request of the employee, allow the employee to take the whole or any part of the long service leave at half pay for a period equal to twice the whole or part, as the case may be, of the period to which the employee is so entitled. The Company must grant a request made by an employee under this clause 39(b) unless the Company has reasonable business grounds for refusing the request.
- (c) Where a public holiday occurs during a period of long service leave granted to an employee it shall not be regarded as part of such leave, and the employer

shall grant to such employee a day off in lieu thereof to be taken at the conclusion of the leave period or at such other time as is convenient to the needs of the employer. The wishes of the employee concerned shall be taken into consideration as far as practicable when fixing the time of the taking of leave.

- (d) The Company shall have discretion to grant long service leave so that its operations will not be unduly affected by the granting of such leave to numbers of employees at or about the same time.
- (e) Where the service of an employee with not less than four completed years of service is terminated on account of ill health, retrenchment, or by death, the employer shall notwithstanding the provisions of this clause grant payment to the employee, or the legal representative of the deceased employee, of a sum representing pay for service equal to one fortieth of the period of service.
- (f) No payment of any sum determined pursuant to clause 39(e) and clause 39(f) shall be granted for any year or part thereof in respect of which long service leave with pay or pay in lieu thereof has been taken by the employee.
- (g) In determining the eligibility of an employee for long service leave pursuant to these conditions, the aggregate periods of service of such employee shall be taken into consideration.
- (h) For the purpose of this clause "service" of an employee employed prior to transmission of business from GEB to Vicgrain Ltd shall include:
  - (i) Any period or periods of service in any government office (whether any office in the Government of Victoria or of another State or for the Commonwealth including the Armed Forces) or where so determined by the employer, in any other Government Instrumentality or Authority, or in a Municipality or any other Local Government Authority;
  - (ii) Any period of war service in the Armed Forces of the Commonwealth of Australia which ended not more than five years before commencement or any other service or employment which entitles the employee to long service leave.
- (i) In computing the duration of the service of an employee -
  - (i) There shall be included as a period of service any period or periods during which such employee has been absent from duty on annual leave or on sick leave or on special leave due to war disabilities or on maternity leave with pay or on paternity leave or on such other leave as the employer may determine in any particular case; but
  - (ii) There shall not be included as a period of service any period or periods of service served by the employee:
    - Prior to the employee having voluntarily left their employment or having been dismissed there from for misconduct or any cause within the employee's own control. Provided that an employee who has left their employment in a Victorian Government Department, or in any other Victorian Government Instrumentality or Authority, or in any Administrative Unit or Instrumentality or Authority of the

Commonwealth of Australia (including the Armed Forces) determined by the Employer pursuant to clause 40.(i) of this paragraph, shall not be deemed to have voluntarily left their employment;

- Prior to their absence from any such employment for any continuous period of five years or more (otherwise than on special leave, or on such other leave as the employer may determine, or by reason of retirement on account of ill health).
- (j) The pay to which any employee shall be entitled in respect of any period of long service leave shall:
- (i) If the leave is granted with full pay - be computed on the basis of this Agreement; or
  - (ii) If the leave is granted at half pay - be computed at half the rate the employee would have received had the leave been granted with full pay.
  - (iii) The above amount shall be payable fortnightly except that, with the consent of the employer, the amount due may be paid in a lump sum at the commencement of such long service leave.
- (k) Where any employee, or the legal personal representative of any deceased employee, is granted pay in lieu of the whole or part of any long service leave to which such employee is or was entitled, the amount of such pay shall be determined in accordance with the preceding paragraph as if the period of long service leave in respect of which pay is granted commenced on the date of retirement, termination of the services or the death (as the case may be) of such employee, but no increase in such amount shall be payable as a result of any variation in this Agreement to which such employee would have been entitled during such period had he continued to be employed by the employer.
- (l) For the avoidance of any doubt, this clause 39 operates in parallel with the provisions of the *Long Service Leave Act 2018 (Vic)* but not so as to give the employee a double benefit. To the extent of any inconsistency between this clause 39 and the provisions of the *Long Service Leave Act 2018 (Vic)*, the more beneficial provision to an employee shall take precedence. The *Long Service Leave Act 2018 (Vic)* is not incorporated and does not form part of this Agreement.

#### 40. PARENTAL LEAVE

Employees are entitled to parental leave in accordance with the relevant federal legislation. Employees are entitled to up to 52 weeks unpaid leave upon the birth or adoption of a child.

(a) **Paid parental leave**

Partner leave – an employee is entitled to up to five days paid leave upon the birth or adoption of a child.

Maternity leave – A female employee will be eligible for eight (8) weeks paid maternity leave, at the time of commencing maternity leave. The employee has the option to take this as eight weeks full pay or sixteen weeks half pay. Before



an employee can access the eight weeks paid maternity leave, they are required to use any accrued annual leave that exceeds twenty days.

- (b) On returning to work from maternity leave, a female employee will be eligible to receive a return to work bonus equivalent to six weeks pay. The return to work bonus is designed to facilitate the employee's return to the workplace and to retain female employees in the business. It may be paid in any of the following ways:
  - (i) Bonus payment spread over the three pay periods following the return to work from maternity leave.
  - (ii) Paid time release, to work reduced hours while maintaining full salary/wage.
- (c) An employee will be eligible for eight weeks paid adoption leave, at the time of the placement of the child. The employee has the option to take this as eight weeks full pay or sixteen weeks half pay. Adoption leave applies only on the adoption of children under five years of age. Where both prospective parents are employees of the Company, only one prospective parent will be entitled to the period of paid leave. Adoption leave does not apply where the employee adopts or takes custody of a child or step-child of the employee, or a child who has previously lived with the employee for more than six months.

#### **41. COMMUNITY SERVICES LEAVE**

- (a) When an employee, who is a voluntary member of a community service provider, is required to attend an emergency, the employee will be granted time off without loss of pay (to a maximum of five working days) to attend such emergency, subject to work requirements.
- (b) Examples of community service providers where members are required to attend emergencies are Country Fire Authority, State Emergency Service, St John's Ambulance, Department of Defence, Disaster and Emergency Service, and the Red Cross.
- (c) Members of the Australian Defence Force Reserves may be granted leave without loss of pay to attend major training courses up to a maximum period of ten (10) days per year. Granting of leave will be subject to work requirements. GrainCorp will pay make up pay between the employees' ordinary time earnings and compensation received by the employee from the Australian Defence Force.
- (d) When an employee is a blood donor and is required to attend a blood donor centre during working hours, they may be granted time off to attend without loss of pay, subject to work requirements. Attendance at blood donor centres should be arranged outside of working hours wherever possible.

## **PART F – ADDITIONAL ISSUES**

### **42. EMPLOYMENT LEVELS**

- (a) During the life of the Agreement, the Company undertakes to continue the review of staffing levels within Victoria to ensure safe working conditions and reasonable hours of work
- (b) The review will be conducted with consideration to input from all regional staff
- (c) The review shall consider the number of hours worked by employees including overtime, demands from customers, occupational health and safety and financial/budgetary requirements of the business

### **43. TRAINING**

- (a) Where the Company decides that training should be undertaken by an employee to meet the requirements of the classification structure and an employee must undertake off the job training outside of ordinary hours, then time spent on such training will be paid at applicable overtime rates. If the training is undertaken during ordinary working hours the employee concerned will not suffer any loss of pay.
- (b) The employer will meet the cost of course fees and additional travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work.

### **44. TRANSFER FROM JOB TO JOB**

Where on any day an employee is required to work at a site other than the employee's normal place of employment, move from one work site to another, or travel to a site to which GrainCorp has directed that employee to camp, such travel will be in GrainCorp's time and at GrainCorp's expense. Travel during ordinary hours will be paid at ordinary rates and travel in excess of or outside of ordinary hours will be paid at overtime rates. For the avoidance of doubt, this does not include travel from the employee's home to his or her normal place of employment and return.

### **45. FOOTWEAR AND WORK CLOTHES**

- (a) Where an employee is required to wear safety footwear and work clothes, the Company will reimburse the employee for the cost of purchasing such special items when the Company directs the employee to purchase such item/s.
- (b) The provision of this clause will not apply where such items are provided by the Company.
- (c) In addition to the above, where an employee is required to wear protective clothing and equipment, and GrainCorp does not provide such protective clothing and equipment, GrainCorp will reimburse the employee for the cost of purchase, maintenance, and replacement of such protective clothing and equipment.

### **46. PHASED RETIREMENT FOR FULL TIME EMPLOYEES**

- (a) The provisions of this clause applies to permanent workers whom work extensive hours outside of the regular span of hours during peak periods, (this includes overtime following ordinary hours, regular weekend overtime and shift work), aged 50 years or over, with at least 10 years continuous service with the Company who are deemed fit by a medical practitioner to remain at work and perform the inherent requirements of the job.
- (b) The intention of this clause is to provide long term employees whom may be considering retirement an opportunity to remain in the workforce longer than they may have under their existing conditions.
- (c) In order to utilise this clause, an employee wishing to retire shall provide the Company with 12 months notice of their intention. On the giving of notice the employee shall be entitled to the following phased retirement plan for the 12 month period.
- (d) At the request of the employee and following consultation, the following changes to work patterns may be made:
  - (i) A fixed roster with limited or no overtime;
  - (ii) No Shift Work;
  - (iii) Reduced outdoor work in extreme weather conditions;
  - (iv) Employee to be utilised in less labour intensive occupation;
- (e) The employee will receive only the pay rate appropriate to their classification level.

#### **47. ACCIDENT MAKE UP PAY**

Accident make up pay shall be paid as per the conditions set out in Appendix 5 of this Agreement.

#### **48. PAYROLL DEDUCTIONS**

##### **(a) Union fees**

An employee may authorize the Company to make a deduction from their after-tax pay to pay the employees' Union Fees. These fees shall be paid to the Union on a monthly basis.

##### **(b) Income protection**

A permanent employee may authorise the Company to make a deduction from their after-tax pay to pay the employees' monthly income protection premium. These fees shall be paid to the elected insurer on a monthly basis.

#### **49. ROLE OF UNION DELEGATES AND EMPLOYEE REPRESENTATIVES**

- (a) The Company will grant Union delegates reasonable paid time off work to:
  - (i) consult and speak with Union members about matters relating to their employment such as a grievance or dispute;

- (ii) consult and confer with Officials of the Union;
- (iii) consult with the employer including participating in any consultation process set out under this Agreement
- (iv) represent the interests of Union members to the employer and before industrial tribunals and courts; and
- (v) Participate in any bargaining for an agreement to replace this agreement
- (b) Union members will be entitled to meet with their delegates on an as needs basis
- (c) The Company shall provide the Union delegate with adequate resources to assist their duties, including access to:
  - (i) telephone in a private location or mobile phone;
  - (ii) photocopying facilities
  - (iii) computer, internet and email;
  - (iv) an office (subject to availability);
  - (v) fax machine
- (d) The Company will respect the privacy of the delegate's use of those facilities and will not monitor communications using those facilities

## 50. UNION DELEGATE TRAINING

The Company will grant up to 6 days leave with pay in any two year period to:

- (a) Union delegates for undertaking the following activities:
  - (i) Annual or Biannual conferences of the Union;
  - (ii) Meetings of the Union Executive, or management committees;
  - (iii) Undertaking courses organised and conducted for or by the Union or a training provider nominated by the Union.
- (b) This leave is granted subject to:
  - (i) The Company's operational requirement;
  - (ii) Employees absence being able to be covered by existing employees;
  - (iii) Leave being paid at ordinary rates on the basis of 7.6 ordinary hours per day of leave;
  - (iv) The Union confirming the employees attendance in writing;
  - (v) The Union advising the Company in writing, of the attendance as soon as the date, time and expected duration of meetings, training and activities are known. This should normally be with a minimum of 14 days notice.
- (c) The Company will allow the employees reasonable travel time to and from such meetings.
- (d) The Union will cover the costs associated with the employees travel and accommodation costs to attend Union training as detailed above.

**51.FAMILY AND DOMESTIC VIOLENCE**

All employees (including part-time and casual employees) are entitled to 5 days unpaid family and domestic violence leave each year in accordance with the NES.

**52. NATIONAL EMPLOYMENT STANDARDS**

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


**53. SIGNATURES**

Nigel Lotz  
General Manager, Operations  
GrainCorp Operations Limited  
Level 28/175 Liverpool Street, Sydney NSW 2000

Signature:  ..... Date: 14.12.2021 .....

Signed by me as a duly authorised representative of GrainCorp Operations

Limited Witness Name: ...Bradley Siddans.....

Witness Signature:  ..... Date: 14.12.21.....

---

Employee Representative:

Name:.....  
Position:.....  
Organisation:.....  
Address:.....

Signature: ..... Date: .....

Signed by me as an authorised representative of the employees covered by this Agreement

Witness Name: .....

Witness Signature: ..... Date: .....

## 51.FAMILY AND DOMESTIC VIOLENCE

All employees (including part-time and casual employees) are entitled to 5 days unpaid family and domestic violence leave each year in accordance with the NES.

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

## 53. SIGNATURES

Nigel Lotz  
General Manager, Operations  
GrainCorp Operations Limited  
Level 28/175 Liverpool Street, Sydney NSW 2000

Signature: ..... Date: .....

Signed by me as a duly authorised representative of GrainCorp Operations


Limited Witness Name: .....

Witness Signature: ..... Date: .....

---

Employee Representative:

Name: Ben Davis  
Position: Secretary, Victorian Branch  
Organisation: The Australian Workers' Union  
Address: 685 Spencer Street, West Melbourne, Victoria, 3003

Signature:  ..... Date: 17 November 2021

Signed by me as an authorised representative of the employees covered by this Agreement

Witness Name: Elizabeth Hill .....

Witness Signature:  ..... Date: 17 November 2021

## APPENDIX 1 - RATES OF PAY

### Allowances

Clause	Allowance	Rates
Cl. 29 (a)	Meal Allowance	\$31.42 payable from 1 <sup>st</sup> July 2021 \$32.20 payable from 1 <sup>st</sup> July 2022 \$33.01 payable from 1 <sup>st</sup> July 2023
Cl. 29 (b)	Living Away from Home, Meal and Accommodation	Updated as per the ATO rates per year

### Pay Rates – (base hourly rate)

Grade	Rates payable from 1 July 2021 (inclusive of a 2.5% increase)	Rates payable from 1 July 2022 (inclusive of a 2.5% increase)	Rates payable from 1 July 2023 (inclusive of a 2.5% increase)
5.2	\$38.88	\$39.85	\$40.85
5.1	\$38.22	\$39.18	\$40.16
4.2	\$37.24	\$38.17	\$39.12
4.1	\$35.98	\$36.88	\$37.80
3.2	\$34.41	\$35.27	\$36.15
3.1	\$32.90	\$33.72	\$34.56
2.2	\$30.32	\$31.08	\$31.86
2.1	\$28.99	\$29.71	\$30.45
1.2	\$26.35	\$27.01	\$27.69
1.1	\$25.04	\$25.67	\$26.31

## APPENDIX 2 - ANNUAL BONUS PAYMENT

March 31<sup>st</sup>

Ex-farm Grain Reveal (tonnes)*		Lump Sum Bonus		
		Effective 1st July 2021	Effective 1st July 2022	Effective 1st July 2023
Between:	And:			
0	499,999	Nil	Nil	Nil
500,000	599,999	\$300.33	\$307.83	\$315.53
600,000	699,999	\$359.78	\$368.77	\$377.99
700,000	799,999	\$421.28	\$431.81	\$442.60
800,000	899,999	\$480.73	\$492.74	\$505.06
900,000	999,999	\$540.18	\$553.68	\$567.52
1,000,000	1,099,999	\$599.63	\$614.62	\$629.98
1,100,000	1,199,999	\$660.10	\$676.60	\$693.52
1,200,000	1,299,999	\$720.58	\$738.59	\$757.05
1,300,000	1,399,999	\$780.03	\$799.53	\$819.51
1,400,000	1,499,999	\$839.48	\$860.46	\$881.97
1,500,000	1,599,999	\$899.95	\$922.45	\$945.51
1,600,000	1,699,999	\$1,068.05	\$1,094.75	\$1,122.12
1,700,000	1,799,999	\$1,236.15	\$1,267.05	\$1,298.73
1,800,000	1,899,999	\$1,403.23	\$1,438.31	\$1,474.26
1,900,000	1,999,999	\$1,571.33	\$1,610.61	\$1,650.87
2,000,000	2,099,999	\$1,739.43	\$1,782.91	\$1,827.48
2,100,000	2,199,999	\$1,908.55	\$1,956.26	\$2,005.17
2,200,000	2,299,999	\$2,087.93	\$2,140.12	\$2,193.63
2,300,000	2,399,999	\$2,220.15	\$2,275.65	\$2,332.55
2,400,000	2,499,999	\$2,363.65	\$2,422.74	\$2,483.31
2,500,000	2,599,999	\$2,496.90	\$2,559.32	\$2,623.31
2,600,000	2,599,999	\$2,626.05	\$2,691.70	\$2,758.99
2,700,000	2,799,999	\$2,760.33	\$2,829.33	\$2,900.07
2,800,000	2,899,999	\$2,902.80	\$2,975.37	\$3,049.75
2,900,000	2,999,999	\$3,036.05	\$3,111.95	\$3,189.75
3,000,000	3,099,999	\$3,167.25	\$3,246.43	\$3,327.59
3,100,000	3,199,999	\$3,299.48	\$3,381.96	\$3,466.51
3,200,000	3,299,999	\$3,444.00	\$3,530.10	\$3,618.35
3,300,000	3,399,999	\$3,575.20	\$3,664.58	\$3,756.19
3,400,000	3,499,999	\$3,708.45	\$3,801.16	\$3,896.19
3,500,000	3,599,999	\$3,839.65	\$3,935.64	\$4,034.03
3,600,000	3,699,999	\$3,900.13	\$3,997.63	\$4,097.57
3,700,000	3,799,999	\$3,959.58	\$4,058.56	\$4,160.03
3,800,000	3,899,999	\$4,019.03	\$4,119.50	\$4,222.49
3,900,000	3,999,999	\$4,080.53	\$4,182.54	\$4,287.10
4,000,000	4,099,999	\$4,139.98	\$4,243.47	\$4,349.56
4,100,000	4,199,999	\$4,199.43	\$4,304.41	\$4,412.02
4,200,000	4,299,999	\$4,258.88	\$4,365.35	\$4,474.48
4,300,000	4,399,999	\$4,319.35	\$4,427.33	\$4,538.02
4,400,000	4,499,999	\$4,379.83	\$4,489.32	\$4,601.55
4,500,000	4,599,999	\$4,440.30	\$4,551.31	\$4,665.09
4,600,000	4,699,999	\$4,499.75	\$4,612.24	\$4,727.55
4,700,000	4,799,999	\$4,560.23	\$4,674.23	\$4,791.09
4,800,000	4,899,999	\$4,619.68	\$4,735.17	\$4,853.55
4,900,000	4,999,999	\$4,680.15	\$4,797.15	\$4,917.08
5,000,000	5,099,999	\$4,739.60	\$4,858.09	\$4,979.54
5,100,000	5,199,999	\$4,800.08	\$4,920.08	\$5,043.08



**GrainCorp Operations Ltd-AWU (Victorian Operations) Enterprise Agreement 2021**

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5,200,000	5,300,000	\$4,859.53	\$4,981.01	\$5,105.54
5,300,000	5,399,999	\$4,918.98	\$5,041.95	\$5,168.00
5,400,000	5,499,999	\$4,979.45	\$5,103.94	\$5,231.53
5,500,000	5,599,999	\$5,039.93	\$5,165.92	\$5,295.07
5,600,000	5,699,999	\$5,100.40	\$5,227.91	\$5,358.61
5,700,000	5,799,999	\$5,159.85	\$5,288.85	\$5,421.07
5,800,000	5,899,999	\$5,220.33	\$5,350.83	\$5,484.60
5,900,000	5,999,999	\$5,279.78	\$5,411.77	\$5,547.06
6,000,000+		\$5,339.23	\$5,472.71	\$5,609.52

\* Ex-farm grain receivals as at June 30<sup>th</sup> as reported in the annual report of GrainCorp Operations Limited, covering the Victorian region inclusive of Portland and Geelong terminals.

## APPENDIX 3: GRAIN OPERATORS CLASSIFICATION STRUCTURE

GRAINCORP VALUES	Commit to SAFETY, Deliver to CUSTOMERS, LEAD the way & OWN the result.
<b>Role definition</b>	<b>Grade 1</b>
Generally a new recruit to the industry who performs simple or routine tasks essentially of a manual nature and to the level of their training. Exercises minimal skills, knowledge and decision making	
<b>General Description</b>	The employee must demonstrate over a period of engagement good work ethics, attitude & behaviour.
<b>Supervision (own and of others)</b>	works under direct supervision (either individually or in a team environment) and is given regular direction or guidance and whose results are constantly monitored
<b>Responsibility</b>	works in accordance with standard operating procedures and established criteria
<b>Discretion</b>	exercises minimal discretion within their level of skill and training takes responsibility for own actions
<b>Degree of autonomy</b>	works in accordance with standard operating procedures and established criteria
<b>Quality</b>	understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults
<b>Communication, Customer Service &amp; Relations</b>	provides good customer service and represents GNC values Treats customers with respect Works cooperatively with internal and external stakeholders Presents basic information coherently and succinctly
<b>Safety</b>	Demonstrates an awareness of company safety regulations and policies Follows safe work practices and can report workplace hazards TAKE 5 Actively contributes to safety meetings and tool box talks
<b>Indicative Tasks</b>	
<b>After adequate instruction, the employee may be required to undertake any task(s) listed below</b>	
<i>An employee at this level would normally perform the following indicative tasks</i>	
<b>Grade 1.1 &amp; 1.2 Casual employees</b>	
General	Provides customer Service.
	Contribute to Workplace Health & Safety.
Grain Handling	Has a basic knowledge of quality systems
	Maintains acceptable hygiene standards
	Is able to receive/outload trucks with mobile equipment or hoppers.
	Is able to operate fixed plant
	Operate portable equipment (including tripper operation)
	Is able to perform domestic outturn to road.
	Is able to intake grain into temporary storage.
	Is able to outturn grain from temporary storage
	Is able to operate the weighbridge (General).
	Is able to maintain depot hygiene.
Technical Services	Is able to operate laboratory equipment

	Is able to maintain laboratory hygiene
	Understands and obeys current road laws
	Follows outlier reporting guidelines
	Is competent in assessing given commodities
	Adheres to all laboratory health and safety requirements
	Complies with quality control guidelines
	Maintains confidentiality of any and all laboratory results
	Follows instruction from supervisory staff
<b>Indicative Jobs for both Grade 1.1 and 1.2 levels</b>	
	Grain handler
	Technical services – Lab Assistant
	Technical services – Courier driver
	Sampler and Assessor
	Weighbridge Operator (Administration)
	Water truck operator
<b>Qualifications</b>	
<i>Licenses/Certificates/Trainings – Requirement may not be mandatory but recommended for each grade</i>	
	Car drivers license
	Track Safety Awareness
	Truck license – light truck
	Chemical awareness
	Confined spaces
	Mandatory online training e-learns
	Weighbridge operations- computer programs
	Sampling and assessing

<b>Role definition</b>		<b>Grade 2</b>
	An employee at this grade possesses skills but performs work above and beyond the skills of an employee at Grade 1 and to the level of their skills, competence and training:	
<b>General Description</b>	An employee at this grade has an understanding of GrainCorp's operations in order to perform key tasks.	
<b>Supervision (own and of others)</b>	works under routine supervision either individually or in a team environment	
<b>Responsibility</b>	is responsible for the quality of their own work subject to routine supervision Accepts responsibility for performing more complex and multiple tasks	
<b>Discretion</b>	exercises minimal discretion within their level of skill and training takes responsibility for own actions	
<b>Degree of autonomy</b>	is able to identify problems and report to their supervisor	
<b>Quality</b>	understands and undertakes quality control/assurance procedures including the ability to recognize quality deviations/faults	
<b>Communication, Customer Service &amp; Relations</b>	Is able to receive and provide information to internal and external customers with clarity and precision. Is able to communicate clearly. Works cooperatively with internal and external stakeholders	
<b>Safety</b>	Demonstrates an awareness of company safety regulations and policies Follows safe work practices and can report workplace hazards Completes a risk analysis on all activities – TAKE 5 Actively contributes to safety meetings and tool box talks	
<b>Indicative Tasks</b>		
<b>After adequate instruction, the employee may be required to undertake any task(s) listed below</b>		
<i>An employee at this level would normally perform the following indicative tasks</i>		
<b>Grade 2.1</b>		
General	Has basic computer skills – data entry, day to day operations, end of day inputs	
Grain Handling	Is competent in sampling & assessing	
	Weighbridge operator (administration)	
	Is able to operate plant including: Auger / Agrivac / Loader / Forklift / Bobcat	
	Is able to operate single grain storage	
	Able to load rail wagons and track side safety	
Fumigation	Is able to apply harvest chemicals.	
	Seal storages	
	Training towards PCO/Fumigation assistant	
	Clean and maintain pesticide pumps	
	Assist in shed, silo and bunker fumigations	
<b>Grade 2.2</b>		
Grain Handling	Sampling & assessing	

Fumigation	is able to complete pest control tasks as above but with verbal communication only, not sight & sound.
<b>Indicative jobs for both Grade 2.1 and 2.2 levels</b>	
	Grain handler
	Weighbridge operator
	Plant operator
	PCO assistant
<b>Qualifications</b>	
Licences/Certificates/Training – Requirements may not be mandatory but recommended for each grade	
	Sampling & Assessing
	Forklift license
	Loader license
	Bobcat license (as applicable)
	Chemical Cert
	First Aid training
	Truck License – MR Class
	Fumigation awareness
	Certificate III in Warehousing Operations
	Mandatory online training e-learns

<b>Role definition</b>		<b>Grade 3</b>
An employee at this grade performs work above and beyond the skills of an employee at Grade 2 and to the level of their skills, competence and training:		
<b>General Description</b>	An employee at this grade works from complex instructions and procedures and acts in a group leader capacity. A group leader is an employee who is expected to be able to lead and manage a work group, function or activity.	
<b>Supervision (own and of others)</b>	co-ordinates work in a team environment or works individually under general supervision Communicates clearly with team members Acts as a coach/mentor to staff	
<b>Responsibility</b>	is responsible for assuring the quality of their own work and that of others Accepts responsibility for performing more complex and multiple tasks	
<b>Discretion</b>	may require individual judgment and initiative within established operational guidelines or with guidance	
<b>Degree of autonomy</b>	may be required to work alone, lead work teams and/or coordinate, supervise and /or train new employees	
<b>Quality</b>	understands and undertakes high level quality control/assurance procedures including the ability to recognize high level quality deviations/faults	
<b>Communication, Customer Service &amp; Relations</b>	is able to receive and provide information to internal and external customers with clarity and precision. Is able to communicate clearly and follow up in providing information Works cooperatively with internal and external stakeholders	
<b>Safety</b>	follows safe work practices and can report workplace hazards Completes a risk analysis on all activities – TAKE 5 Develop and implement SWIs and WRAC's Role models safe work practices Acts OHS representative following training	
<b>Indicative Tasks</b>		
<b>After adequate instruction, the employee may be required to undertake any task(s) listed below</b> <i>An employee at this level would normally perform the following indicative tasks</i>		
<b>Grade 3.1</b>		
General	Conducts small group on site training	
	Acts in a Group Leader capacity	
Grain Handling	Is able to operate multiple grain storages	
	Classifier (Classification competency only during intake and sampling & testing on outturn).	
	Conducts receipt & outload activities	
Fumigation	Holds the appropriate fumigation licenses to act as a fumigator	
	Set up and calibrate pesticide pumps	
Truck Drivers	Performs truck driving duties as directed by Operations Manager i.e. transport loaders, tractors etc.	
<b>Grade 3.2</b>		
General	Computer skills so as to be able to input data for stocktake	

Grain Handling	Disassemble & assemble grain handling equipment i.e. Lobstar's, grain stackers etc. Place equipment at sites using crane.
	Sampler (Classification competency only during intake and sampling & testing on outturn).
Fumigation	Performs all fumigation tasks listed in Grade 3.1
Truck Drivers	Operate vehicle loading crane to assist maintenance staff
<b>Indicative jobs for both Grade 3.1 and 3.2</b>	
	Group leader
	Fumigator
	Lead Sampler and Assessor
	Health and Safety Representative
	May step up to Grade 4:1 or 4:2 to act as temporary site supervisor under close supervision and guidance of Site Manager or Area Manager.
<b>Qualifications</b>	
Licences/Certificates/Training - Requirements may not be mandatory but recommended for each grade	
	Fumigation License
	Crane Operator
	Doggers & Riggers license
	Vehicle Loading Crane license
	Truck license – HR Class
	Confined spaces competent person
	OHS representative training
	Train the trainer' training
	Certificate III in Warehousing Operations

<b>Role definition</b>		<b>Grade 4</b>
An employee at this grade performs work above and beyond the skills of an employee at Grade 3 and to the level of their skills, competence and training:		
<b>General Description</b>	An employee at this grade works as a site supervisor who manages and leads multiple work groups, functions and/or activities.	
<b>Supervision (own and of others)</b>	is capable of performing efficiently without supervision any tasks reasonably required of them Acts in a supervisory capacity of site operations and employees exercises extensive skills, knowledge and decision making Communicates clearly with team members	
<b>Responsibility</b>	Is responsible for all site operations Takes personal responsibility for achieving results	
<b>Discretion</b>	may require individual judgment and initiative within established operational guidelines or with minimal guidance	
<b>Degree of autonomy</b>	is required to work alone, lead work teams and/or coordinate, supervise and /or train new employees exercises extensive skills, knowledge and decision making	
<b>Quality</b>	understands and undertakes high level quality control/assurance procedures including the ability to recognise and resolve quality deviations/faults	
<b>Communication, Customer Service &amp; Relations</b>	is able to receive and provide information to internal and external customers with clarity and precision. Is able to communicate clearly and follow up in providing information Works cooperatively with internal and external stakeholders Provides team members with feedback as to performance and behaviour	
<b>Safety</b>	Follows safe work practices and can report workplace hazards Develop and implement SWIs and WRAC's Role models safe work practices ensures team adheres to safe work practices Proactively identifies and eliminates workplace hazards Leads safety meetings	
<b>Indicative Tasks</b>		
<b>After adequate instruction, the employee may be required to undertake any task(s) listed below</b> <i>An employee at this level would normally perform the following indicative tasks</i>		
<b>Grade 4.1</b>		
General	Is able to conduct and present training programs to employees	
	Acts in a Site Supervisor capacity	
Grain Handling	Acts as a Site Supervisor for outloading and general site activities	
Fumigation	Holds the position PCO/team leader	
	Maintains pest control documentation	
	Is capable of fumigating all storages	
	Conducts hygiene inspections	
	Conducts bunker inspections	
	Is capable of transporting pesticides safely	
	Collecting grain samples for residue testing	
	Perform all pest control tasks listed in Grades 2.2 & 3.2	



Truck Drivers	Is able to transport larger grain handling equipment on articulated vehicle.
<b>Grade 4.2</b>	
General	Consistently performs at an 'above target' level in annual performance reviews as a 4.1
Grain Handling	Involved in harvest planning - seg plans, equipment coordination, staff appointments, consumables.
	Acts as a Site Supervisor for harvest receivals
<b>Indicative jobs for both Grade 4.1 and 4.2 levels</b>	
	Site supervisor
	PCO
<b>Qualifications</b>	
Licences/Certificates/Training - Requirements may not be mandatory but recommended for each grade	
	Fumigation license
	Truck license - Articulated vehicles - HC Class
	Truck license - Multiple Combination - MC Class
	Marketing training and corporate awareness
	Doggers & Riggers license
	Cert IV - Training & Assessing

<b>Role definition</b>		<b>Grade 5</b>
An employee at this grade performs work above and beyond the skills of an employee at Grade 4 and to the level of their skills, competence and training:		
<b>General Description</b>	An employee at this grade works as a site supervisor who manages and leads multiple work groups, functions and/or activities. An employee at this grade is capable, willing and appointed to relieve the duties of a SM/GPS/T&EC on a temporary basis	
<b>Supervision (own and of others)</b>	is capable of performing efficiently without supervision any tasks reasonably required of them Acts in a supervisory capacity of site operations and employees exercises extensive skills, knowledge and decision making Communicates clearly with team members	
<b>Responsibility</b>	Is responsible for all site operations Takes personal responsibility for achieving results Proactively manages to site operations, staff and results	
<b>Discretion</b>	Is required to exercise individual judgment, take initiative and communicate reasoning for decisions made	
<b>Degree of autonomy</b>	is required to work alone, lead work teams and/or coordinate, supervise and /or train new employees exercises extensive skills, knowledge and decision making	
<b>Quality</b>	understands and undertakes high level quality control/assurance procedures including the ability to recognise and resolve quality deviations/faults	
<b>Communication, Customer Service &amp; Relations</b>	is able to receive and provide information to internal and external customers with clarity and precision. Is able to communicate clearly and follow up in providing information Works cooperatively with internal and external stakeholders Provides team members with feedback as to performance and behaviour Proactively seeks out relationships and resolves issues through continuous improvement	
<b>Safety</b>	Follows safe work practices and can report workplace hazards Develop and implement SWIs and WRAC's Role models safe work practices ensures team adheres to safe work practices Proactively identifies and identifies workplace hazards Leads safety meetings	
<b>Indicative Tasks</b>		
<b>After adequate instruction, the employee may be required to undertake any task(s) listed below - An employee at this level would normally perform the following indicative tasks</b>		
<b>Grade 5.1</b>		
General	Is able to conduct and present training programs to employees	
	Acts in a Site Supervisor capacity	
Grain Handling	Is multi skilled in grain handling competencies	
Fumigation	Is competent in the use of fumigation equipment following required training from the manufacturer	
	Is able to perform all pest control tasks listed in Grades 2.2 , 3.2 & 4	
Truck Drivers	Drive truck with trailer extended to transport grain stackers between sites. Transporting wide loads	

<b>Grade 5.2</b>	
General	Consistently performs at an 'above target' level in annual performance reviews as a 5.1
<b>Indicative jobs for both Grade 5.1 and 5.2 levels</b>	
	Site Supervisor
<b>Qualifications</b>	
Licenses/Certificates/Training - Requirements may not be mandatory but recommended for each grade	
	Management develop training (course to be advised)

## APPENDIX 4 (a): REDEPLOYMENT AND REDUNDANCY ARRANGEMENTS AND ENTITLEMENTS

Note: This applies to all persons employed by the Company prior to 1 October 2013 (other than casual employees or fixed term employees)

### Definitions

- (a) **Business** includes trade, process, business or occupation and includes part of any such business.
- (b) **Redundancy** occurs where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.
- (c) **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.
- (d) **Week's pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:
- overtime
  - penalty rates;
  - disability allowances;
  - shift allowances;
  - special rates;
  - fares and travelling time allowances;
  - bonuses; and
  - any other ancillary payments of a like nature.

As an ethical employer, GrainCorp recognises its responsibility to provide on-going, rewarding and satisfying employment for its permanent workforce.

Where, for operational or other reasons, an employee's position becomes redundant, every endeavour will be made to find that employee suitable alternative employment within the Company. Any redeployment shall be by mutual agreement but where such redeployment is agreed and a change of residence is involved the employee shall be entitled to the benefits provided under the Company's policy relating to relocation and removal expenses.

Any question of salary maintenance shall be at the discretion of the Managing Director and be determined on a case by case basis.

Where no suitable alternative employment is available, the employee shall be entitled to the following benefits:

**NOTICE:** Where the employee concerned is:

Age at Date of Termination	Period
Less than 45 years of age:	4 weeks
45 years or more:	5 weeks

Notice is to be worked out or payment in lieu at ordinary time rate of pay made at the Company's discretion.

#### **REDUNDANCY BENEFIT:**

The redundancy benefit will be three weeks' pay for each completed year of service, except that the maximum total benefit (notice plus redundancy benefit) shall not exceed fifty-two (52) weeks' pay.

The redundancy benefit will be paid subject to the employee signing a letter undertaking not to initiate any action in a court or industrial tribunal in respect of, or in connection with the termination for which the benefit is to be paid.

Continuous employment for the purposes of redundancy benefit will be that period of unbroken employment immediately preceding the date of termination due to redundancy.

Should an employee be unwilling to sign a deed of release, the employee would be entitled to receive severance pay in accordance with the National Employment Standard.

The policy operates within the following parameters:

Application:

The policy applies to all persons employed by GrainCorp other than those who fall into one of the following categories:

- (a) casual employees;
- (b) temporary or fixed - term employees;
- (c) other employees whose contracts of employment make specific provision in respect of redeployment and redundancy;
- (d) trainees; and
- (e) transmission of business.

#### **Transmission of business**

- (a) The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transmitted from the employer (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:
  - (i) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or
  - (ii) Where the employee rejects an offer of employment with the transmittee:
    - in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and

- which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

#### **Calculation of Continuous Employment:**

In calculating continuous employment for the purposes of this policy only that period of continuous (unbroken) employment immediately preceding the redundancy termination is to be taken into account.

#### **Suitable Alternative Employment:**

An employee in a particular area of the Company's operations shall not be redundant or be entitled to a redundancy benefit if the Company provides that employee with the opportunity to transfer to suitable alternative employment although that employment be in an enterprise other than one operated by GrainCorp.

#### **Managing Director's Discretion:**

The Managing Director has the discretion in individual cases, and where the circumstances to require, to enhance the level of benefit available.

## **APPENDIX 4(b): REDEPLOYMENT AND REDUNDANCY ARRANGEMENTS AND ENTITLEMENTS**

Note: This applies to all persons employed by the Company (other than casual or fixed term employees) after 1 October 2013

### **1. Definitions**

- (a) **Business** includes trade, process, business or occupation and includes part of any such business
- (b) **Redundancy** occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee.
- (c) **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- (d) **Week's pay** means the ordinary time rate of pay for the employee concerned.  
Provided that such rate shall exclude:
  - Overtime
  - Penalty rates;
  - Disability allowances;
  - Shift allowances;
  - Special rates;
  - Fares and travelling time allowances;
  - Bonuses; and
  - Any other ancillary payments of a like nature

### **2. Application**

This section applies to all persons covered by this agreement other than those who fall into one of the following categories:

- (a) Casual employees;
- (b) Temporary or fixed-term employees;

- (c) Other employees whose contracts of employment make specific provision in respect to redeployment and redundancy;
- (d) Trainees; and
- (e) Transmission of business

**3. Redundancy process**

- 3.1. The company agrees that for the life of this Agreement, all possible steps will be taken to avoid redundancies of employees covered by this Agreement.
- 3.2. In the event that redundancies are required, the Company will first call for volunteers from the site immediately affected.
- 3.3. The Company will accept all employees that nominate for voluntary redundancy.
- 3.4. If the number of volunteers for redundancy does not meet the Company's requirements, the Company will consult with the Union and employees with a view to seeking volunteers from other sites within the zone, and transferring employees with the necessary skills from the immediately affected area into the positions of those volunteers.
- 3.5. If the number of volunteers still does not meet the Company's requirements, further discussions will be held between the Company, employees and the Union. Discussions will involve examining all possible options for avoiding forced redundancies including retraining; redeployment and job sharing. The company will not unreasonably refuse to implement any such options.
- 3.6. Any redeployment shall be by mutual agreement but where such redeployment is agreed and a change of residence is involved the employee shall be entitled to the benefits provided under the Company's policy relating to relocation and removal expenses.
- 3.7. In the event that such discussions fail to resolve the need for additional redundancies, the Company and the Union will develop by consultation a selection matrix for the company to determine who shall be selected for redundancy.
- 3.8. During the redundancy process, all legislation governing termination of employment and discrimination will be observed.

**4. Notice**

4.1. Where an employee is concerned, notice is as follows

<b>Age at Date of Termination</b>	<b>Period</b>
Less than 45 years of age	4 weeks
45 years or more	5 weeks

- 4.2. Notice is to be worked out or payment in lieu at ordinary time rate of pay made at the Company's discretion.
- 4.3. An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice. In this circumstance the employee will be entitled to receive the benefits and payments including severance pay that they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

**5. Redundancy Benefit**

- 5.1. An employee whose termination is a result of redundancy will be entitled to a redundancy benefit comprised of a severance payment and, subject to their meeting the stipulated eligibility criterion, an enhancement.
- 5.2. Any employee made redundant shall receive, in addition to the period of notice, the following severance payment shall be made on the following basis:

<b>Period of continuous service</b>	<b>Severance pay</b>
1 year or less	Nil

1 - 2 years	4 weeks pay
2 - 3 years	6 weeks pay
3 - 4 years	7 weeks pay
4 years and over	8 weeks pay

### 5.3 Enhancement

Subject to their meeting the eligibility criterion, the severance payment will be enhanced so that the redundancy benefit will equate to three (3) weeks pay (ordinary time rate of pay) for each completed year of service. However the maximum benefit (notice plus redundancy benefit) shall not exceed fifty-two (52) weeks pay (ordinary time rate of pay).

### 5.4 Eligibility Criterion

The enhancement will only be paid upon an employee signing a deed of release undertaking not to initiate any action in a court or industrial tribunal in respect of, or in connection with, the termination in respect of which the enhancement is to be paid. Should an employee be unwilling to sign a deed of release, the employee would be entitled to receive severance pay in accordance with the National Employment Standard.

## 6. Transmission of Business

6.1 The provisions of this clause are not applicable where a business is before or after the date of the Agreement, transmitted from the Company (in this sub clause called the transmitter) to another employer (in this sub clause called the transferee), in any of the following circumstances:

- (i) Where the employee accepts employment with the transferee which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transferee; or
- (ii) Where the employee rejects an offer of employment with the transferee:
  - In which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
  - Which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transferee

## 7. Outplacement Service

- 7.1 The Company will provide eligible employees the opportunity to access an outplacement service
- 7.2 The outplacement service utilised shall be by the provider selected by the Company.
- 7.3 Employees eligible for outplacement services will be those who comply with the requirements set out in clause 5.4
- 7.4 The period of outplacement services offered to a redundant employee will be determined by the Company.

## 8. Job Search Entitlement

- 8.1 During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 8.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, 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 will be sufficient.

## APPENDIX 5

1. An employee who suffers an injury / illness causing partial or total incapacity for work and who receives compensation in respect of such incapacity pursuant to the Accident Compensation Act (the Act), shall be paid accident make-up pay by the Company. The Company may discharge the liability to pay accident make-up pay to a third party.
2. The employee is to provide their Direct Manager a request in writing to commence accident make-up pay.
3. Accident make-up pay is a payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Act and the employee's weekly ordinary time earnings excluding all allowances, overtime and like penalties.
4. The weekly ordinary time earnings will be adjusted with scheduled increases in this Agreement.
5. If weekly compensation does not commence or is terminated by the insurer, but later made or reinstated, accident make-up pay will be paid when the outstanding weekly compensation is paid.
6. The maximum period or aggregate periods of accident make-up pay is 48 weeks for any one injury / illness and may cease prior to 48 weeks upon the employee's death, termination of employment or liquidation of the Company.
7. Accident make-up pay shall continue after a termination of employment if the primary reason for termination was the employees' injury / illness and the employee provides evidence of continuing weekly payments.
8. An employee is required to declare all workers' compensation claims made in the 5 years prior to employment. In the event of false or inaccurate information being deliberately or knowingly declared, the employee forfeit's their entitlement to accident make-up pay for that injury/illness, irrespective of whether the employee receives weekly compensation for such injury / illness.

## APPENDIX 6

### DISCIPLINARY PROCEDURE

1. The procedure for investigating and dealing with alleged under-performance and misconduct where there is an allegation that could lead to termination is set out below and will be applied in an even-handed, fair and transparent way. The process will give employees every opportunity to respond to allegations against them, and to understand and meet the required standards of job performance and personal behaviour.
2. In the event that an allegation of underperformance or misconduct is made against an employee whereby investigation is required; the company will ensure that the investigator will be independent from the allegation and disciplinary process to ensure transparency and due process.
3. An employee will be granted every opportunity to respond to any allegations. To that end:
  - a) The employee will be provided copies of any material that the employer or investigator will take into account when deciding whether the allegation is made out, and be given an opportunity to comment on that material;
  - b) The employee will be provided the opportunity to gather evidence within reason in relation to the allegation. The employee, support person or representative will not victimise, harass or bully any other relevant party to the investigation;
  - c) All allegations must be put in writing to the employee;
  - d) The employee and/or their representative will have the opportunity as part of their response to the allegations request further information and nominate additional employees or third parties that they feel could provide evidence or information. The employee must include this as part of their response as per GrainCorp policies and procedures. If such a request is made by the employee the matter will not proceed until the investigator has completed this step. The employee and/or their representative must act lawfully at all times and will not bully or harass any employee of GrainCorp.
4. If the allegation is substantiated, the employer will:
  - a) Explain clearly the standards that the employee is expected to meet in future; and
  - b) Explain what assistance will be provided to the employee to assist the employee to reach those standards;
  - c) Explain the reasonable timeframe in which those standards are to be achieved;
  - d) The steps within the disciplinary process are detailed below, ranging from counselling to termination/summary dismissal. The steps are:

**STEP 1:** Informal counselling - this may be the first step in the process, depending on the nature of the problem. This is a discussion between the immediate supervisor or manager and the employee.

**STEP 2:** Formal Counselling - this is a positive attempt to assist the employee in rectifying any performance problems. This counselling will be formally documented in a Performance Improvement Plan (PIP). If desired, the employee may have a

support person present. The direct manager or senior manager will then monitor the situation to ensure improvement is forthcoming.

**STEP 3:** First Warning/Second Warning - this is a formal meeting undertaken when an employee has failed to improve following formal counselling or when the alleged offence is of a serious nature. 24 hours' notice will be given of the meeting and the employee will be given an opportunity to have a support person present which may include a delegate or official of the Union.

**STEP 4:** Final Warning - this is a formal meeting which occurs when an employee has still failed to display the accepted level of performance or behaviour and the previous two steps in the process have been followed. 24 hours' notice will be given of the meeting and the employee will be given an opportunity to have a support person present which may include a delegate or official of the Union. A first and final warning may be given in serious cases of breaches to policy or procedure.

**STEP 5:** Termination of Employment/Summary Dismissal - this action is where the employee's employment is terminated for either continued breaches of the code of conduct or work performance or serious misconduct or once off incidents deemed to be gross misconduct.

In the event of serious or gross misconduct the above steps will not be followed and the Company may issue a first and final warning or termination in the first instance.

- e) The employer will not progress to a subsequent step in the disciplinary process if the subject matter of the counselling/warning is different to the prior disciplinary process undertaken for breaches of GrainCorp policies and procedures, misconduct or performance & behaviours.
  - f) The Company may proceed directly to termination where there is serious and wilful misconduct.
  - g) The Company agrees that warnings that are more than 12 months old will not be acted upon however an employee's personnel history, past behaviours and performance will be considered when determining an outcome.
5. Confidential written records of the process will be made. The employee will be shown the written records and will have the opportunity of commenting on the contents of the record, either in writing or orally as the employee chooses.
  6. At all times where any record of any meeting with the employee is made, the record must be put in writing to the employee for the purposes of verifying accuracy before the document is finalised.
  7. Once the document is finalised, the employees and his or her representative will be provided with a copy of that document.
  8. Where an allegation is put to an employee that could result in a warning in relation to a disciplinary process, the employee will be entitled to be represented by an AWU delegate, official or other representative.

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**

AG2021/8504

**Applicant:**

GrainCorp Operations Limited

Section 185 – Application for approval of a single enterprise agreement

**Undertaking- Section 190**

I, Katherine Skillen, Human Resources Business Partner for GrainCorp Operations Limited give the following undertakings with respect to the GrainCorp Operations Ltd – AWU (Victorian Operations) Enterprise Agreement 2021 ("the Agreement"):

1. I have the authority given to me by GrainCorp Operations Limited to provide this undertaking in relation to the application before the Fair Work Commission.
2. Trainees engaged under this Agreement will be paid at a minimum grade level 1.1 base wage rate as provided in Appendix 1.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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**Signature**

**14<sup>th</sup> December 2021**

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**Date**