



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Grains Research and Development Corporation
(AG2011/14075)

GRAINS RESEARCH AND DEVELOPMENT CORPORATION ENTERPRISE AGREEMENT 2011 - 2013

Commonwealth employment

COMMISSIONER DEEGAN

CANBERRA, 9 DECEMBER 2011

Application for approval of the Grains Research and Development Corporation Enterprise Agreement 2011 -2013.

[1] An application has been made for approval of an enterprise agreement known as the Grains Research and Development Corporation Enterprise Agreement 2011 - 2013 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the Commonwealth of Australia through the Grains Research and Development Corporation. The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act, as are relevant to this application for approval, have been met.

[3] The CPSU, the Community and Public Sector Union, and The Association of Professional Engineers, Scientists and Managers, Australia, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers the organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 16 December 2011. The nominal expiry date of the Agreement is 31 December 2013.



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Australian Government

**Grains Research and
Development Corporation**

ENTERPRISE AGREEMENT

2011 - 2013

Execution version 25 November 2011

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1 Title

- 1.1 This Agreement shall be known as the Grains Research and Development Corporation Enterprise Agreement 2011 – 2013.

2 Preamble

- 2.1 The broad aim of this Agreement is to assist the GRDC to meet its objective of supporting effective competition by Australian grain growers in global grain markets, through enhanced profitability and sustainability.
- 2.2 To achieve this GRDC will provide a positive working environment where all employees are supported to deliver high-quality performance and are enabled to balance their work with their personal life.
- 2.3 The GRDC is committed to securing the health and safety of all its employees at work. All parties to this Agreement are committed to a safe workplace, in accordance with the requirements of the *Occupational and Health Safety Act 1991*, that is free from discrimination, harassment and bullying.
- 2.4 The GRDC places a high value on professionalism, respect, integrity, diversity and ethical behaviour. The parties to the Agreement agree to promote a workplace consistent with these values.
- 2.5 The GRDC is committed to recognising the value and positive advantages of individual differences, managing these differences in the workplace, and making best use of the diversity they provide.

3 Application of Agreement and Nominal Expiry Date

- 3.1 This agreement is made under section 172 of the *Fair Work Act 2009*.
- 3.2 This agreement is made between and covers:
- (a) the GRDC
 - (b) all employees of the GRDC other than those employees at the senior executive classification (that is, the Managing Director and Executive Managers)
 - (c) the Community and Public Sector Union (CPSU)
 - (d) the Association of Professional Engineers, Scientists & Managers, Australia (APESMA).
- 3.3 This Agreement provides the terms and conditions of employment for all employees in the GRDC except for those employees at the senior executive classification.
- 3.4 The nominal expiry date of this agreement is 31 December 2013.
- 3.5 From the commencement of this Agreement, a party to the Agreement or an employee whose employment is subject to the Agreement shall not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.

4 Primacy of Parties

- 4.1 To maintain integrity of the Agreement reached between the parties to the Agreement, the parties to the Agreement agree to meet and confer about a relevant matter where:
- (a) a party to the Agreement receives advice that a clause in this Agreement is not enforceable; or
 - (b) amendment to legislation or regulations undermine the operation of a clause to this Agreement make it unenforceable.

5 Conditions of Engagement, Employment and Termination

Probationary Period

- 5.1 On commencement of employment with the Corporation, employees will be subject to a 6 month probation period. A notice of engagement will be provided to the employee prior to commencement specifying the probation period and any conditions that apply.
- 5.2 Employment during the probationary period may be terminated with 1 weeks' notice or pay in lieu.

- 5.3 The 6 month probation period commences on the day of appointment and ceases 6 months after that date.

Code of Conduct

- 5.4 Employees must comply with the GRDC Code of Conduct, at Appendix E and as varied in accordance with this Agreement.

Intellectual Property

- 5.5 The title to, and ownership of, any Intellectual Property and any material created by an employee in connection with his or her employment with the GRDC vests in the GRDC.
- 5.6 Employees may not make use of or reproduce any Intellectual Property owned by the GRDC without the GRDC's prior written approval other than in the course of an employee's employment. This provision continues to apply after an employees' employment with the GRDC comes to an end.

Moral Rights

- 5.7 Employees consent to the doing of any acts or making of any omissions by GRDC, GRDC employees, servants, agents, licensees and assigns that infringe their Moral Rights in any Works made in the course of employment with the GRDC, whether those acts or omissions occur before, on or after the date of an employee's term of employment.
- 5.8 For the purposes of this Agreement, Moral Rights means rights of interest or authorship, rights of attribution of authorship, rights of authorship falsely attributed and rights of a similar nature conferred by statute that exist, or may come to exist anywhere in the world.

Use of GRDC Equipment and Privacy

- 5.9 The GRDC reserves the right to monitor information passing through or stored on GRDC equipment. However, the GRDC recognises that its employees are entitled to privacy in the workplace. An employee's privacy includes the right to be informed when the employee is subject to workplace surveillance, including electronic surveillance, and the right not to be subject to unnecessary, intrusive or unreasonable surveillance.

Dispute Resolution

- 5.10 If a dispute relates to: i) a matter arising under the agreement; or ii) the National Employment Standards; this term sets out procedures to settle the dispute.
- 5.11 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 5.12 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 5.13 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
- 5.14 Fair Work Australia may deal with the dispute in 2 stages: i) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and ii) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then: i) arbitrate the dispute; and (ii) make a determination that is binding on the parties.
- 5.15 If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 2009*.
- 5.16 A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the *Fair Work Act 2009*. Therefore, an appeal may be made against the decision.
- 5.17 While the parties are trying to resolve the dispute using the procedures in this term: i) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and ii) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless: (i) the work is not safe; or (ii) applicable occupational health and safety legislation would not permit the work to be performed; or (iii) the work is not appropriate for the employee to perform; or (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

- 5.18 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

Policies

- 5.19 The operation of this Agreement is supported by the GRDC policies. If there is any inconsistency between the policies and the terms of this Agreement, the express terms of this Agreement will prevail.
- 5.20 Disputes over the content, application or interpretation of any policies which support the operation of this Agreement will be subject to the Dispute Resolution procedures of the Agreement.
- 5.21 Where policies affecting the terms of conditions of employees are developed and varied during the life of this Agreement, this will be done in consultation with the WCC, as constituted under Clause 10 of this Agreement.

Employee access to entitlements

- 5.22 When making a decision to grant or not grant an entitlement, an employee's supervisor will consult with the employee and take into account all relevant known factors, including the GRDC's operational requirements and the employee's needs and preferences.
- 5.23 Decisions to grant or deny entitlements will be made and communicated to the relevant employee in a timely manner.
- 5.24 Where an application for entitlement is denied, the employee will be provided with reasons in writing:
- (a) where a written response is required by law - within the time period required under that law; or
 - (b) In all other cases - within a 2 week period of the decision being made, or a failure to make a decision granting an entitlement, if the employee requests a written response.

Termination of Employment

- 5.25 In order to terminate the employment of an employee the GRDC will give to the employee written notice of termination.
- 5.26 The GRDC will give to the employee the period of notice, or payment in lieu of the period of notice, of 1 month.
- 5.27 In addition to the notice specified in clause 5.26 above, employees over 45 years of age at the time of the giving of the notice with not less than 2 years continuous service, are entitled to an additional week's notice.
- 5.28 Payment in lieu of the prescribed notice in clauses 5.26 and 5.27 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 GRDC making payment for the remainder of the period of notice.
- 5.29 Payments in lieu 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:
- (a) the employee's ordinary hours of work (even if not standard hours); and
 - (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (c) any other amounts payable under the employee's contract of employment.
- 5.30 Any equipment used in the performance of an employee's duties will be returned to the GRDC prior to the termination date.
- 5.31 Upon the termination date, the GRDC will, to the extent permissible by law, deduct from employee entitlements any outstanding amounts owed to the GRDC.
- 5.32 The GRDC will provide a statement of reasons for termination if requested by the terminated employee.

Resignation

5.33 An employee must give at least 1 month's written notice of resignation unless otherwise agreed in writing by the Managing Director.

Exit Interviews

5.34 Exit interviews will be conducted where possible.

Summary Termination of Employment

5.35 The GRDC may at any time immediately terminate the employment by giving written notice to the employee if the employee:

- (a) commits any act of serious misconduct; including
 - (i) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment
 - (ii) conduct that causes serious and imminent risk to:
 - (A) the health or safety of a person; or
 - (B) the reputation or viability of the GRDC's business
 - (iii) the employee, in the course of the employee's employment, engaging in:
 - (A) theft; or
 - (B) fraud; or
 - (C) **assault**.
 - (iv) the employee being intoxicated at work if the employee's faculties are, by reason of the employee being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that the employee is unfit to be entrusted with the employee's duties or with any duty that the employee may be called upon to perform.
 - (v) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment
- (b) commits any act (whether in the course of the employment or not) which in the reasonable opinion of the GRDC brings the GRDC into disrepute
- (c) is convicted of any offence (whether committed in the course of the employment or not) and the employee is sentenced to a term of imprisonment
- (d) Summary termination does not apply if the employee is able to show that, in the circumstances, the conduct engaged in by the employee was not conduct that made employment in the period of notice unreasonable.

Redundancy

5.36 The GRDC is committed, wherever possible, to providing job security to its employees. However in recognition of the constantly changing business conditions and external economic impacts faced by the GRDC, the following provisions and procedures are in place to provide a structured, fair and effective mechanism for the management of excess employees.

5.37 Throughout the application of the following provisions, the Managing Director will take reasonable steps, consistent with the efficient management of the GRDC, to deploy staff to other equivalent duties within the GRDC.

5.38 These provisions relating to redundancy refer to the treatment of an employee where the position they hold within the GRDC has been declared redundant by the Managing Director following approval by the Board of the GRDC. These provisions apply to full and part time permanent employees.

5.39 These provisions relating to redundancy do not apply to casual employees, permanent employees on probation, departures resulting from retirement, resignation or dismissal for misconduct or unsatisfactory performance.

5.40 An employee may become redundant if:

- (a) there is a greater number of employees than is necessary for the efficient and economical working of the GRDC
 - (b) the services of the employee cannot be effectively used because of technological or other changes in work methods or changes in the nature, extent, structure of job roles or functions of the GRDC; or
 - (c) an employee's duties which were agreed to be undertaken at a specified location are to be performed at a different locality, and working at the new locality would involve the employee in an unreasonable amount of travelling time and the employee is not willing to perform his or her duties at the new locality.
- 5.41 Clause 5.40 does not apply simply because the GRDC corporatises or merges with another legal entity, or moves to another location in Canberra.
- 5.42 Where the GRDC has made a decision which will invoke this part of the Agreement the Managing Director will at the earliest practicable time advise the employee(s) of the situation. The discussions shall provide justification for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned
- 5.43 Following the consultation process in accordance with clause 5.42 above the GRDC will provide a written notice of termination to the employee (notice date).
- 5.44 The GRDC will provide redundant employees with 1 month's notice of the impending redundancy termination date, or payment of 1 month's pay at the ordinary rate in lieu of notice. Alternatively employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 5.45 An employee given notice of termination in circumstances of redundancy may terminate his or her employment during the period of notice. In this circumstance the employee would be entitled to receive the benefits and payments they would have received had they remained with the GRDC until the expiry of the notice.
- 5.46 If an employee is over 45 years old and has completed at least 2 years continuous service, a further 1 week of notice or 1 week of pay in lieu of notice will apply.
- 5.47 During the period of notice of termination given by the GRDC, the employee is allowed up to 1 day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 5.48 In addition to the notice period or payment in lieu under clause 5.26, an employee made redundant will be paid redundancy pay specified in the table below:

Period of Continuous Service	Severance Pay
1 year or less	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	18 weeks' pay

- 5.49 Redundancy pay will be calculated on the employee's base rate of pay for his or her ordinary hours of work where the employee has worked permanent part-time hours during the period of service with the GRDC.
- 5.50 Absences from work which do not count as service will not count as service for severance pay purposes.
- 5.51 All accrued recreation leave, and long service leave entitlements as specified in the *Long Service Leave (Commonwealth Employees) Act 1976*, will be paid to the employee to the redundancy termination date.
- 5.52 Service for severance purposes means service with the GRDC.

Suspension with pay

- 5.53 During:
- (a) part or all of any period of notice of termination given by the employee or the GRDC; or
 - (b) any period not exceeding 2 weeks during which the GRDC is investigating any disciplinary issue involving the employee,
 - (c) the GRDC may, at its sole discretion:
 - (d) require the employee not to perform any duties at all;
 - (e) require the employee not to have any contact with any employees, consultants, or research partners of the GRDC other than normal social contact – but must not prevent the employee reasonably contacting any person to gain information to address any allegation made against the employee; and/or
 - (f) exclude the employee from all or any part of the GRDC's premises.
- 5.54 An employee's remuneration will not be withheld or reduced as a result of the employee complying with the directions set out in clause 5.53.

6 Remuneration

- 6.1 To ensure a fair minimum remuneration level, and in recognition of the capacity for employees to demonstrate growth in the job, fixed salary ranges exist as set out in the GRDC Salary Table at Appendix B to this Agreement.
- 6.2 Salary paid to employees, depending on their position, will normally be within the range stipulated in the GRDC Salary Table. Salary paid must be at least the bottom of the range for each position.
- 6.3 The salaries set out in the GRDC Salary Table do not include superannuation.
- 6.4 At commencement of agreement, the salary of any employees paid below the bottom of the range for their position will be increased to the bottom of the range for that position.
- 6.5 All salaries and salary ranges will be increased by 3.5% on 1 January 2012 and 1 January 2013, as shown in the GRDC Salary Table. Incremental advancement for each position is set out in clause 12 of this agreement.
- 6.6 Part-time employees are remunerated pro rata on the basis of the annual remuneration package for a full-time employee in an equivalent position.
- 6.7 Appointment, transfer or promotion shall be at the bottom of the salary range for the relevant position. The Managing Director may approve appointment, transfer or promotion at a higher pay point on a case by case basis having regard to the qualifications, skills and experience of the employee and other matters the Managing Director considers relevant.
- 6.8 Employees are paid monthly (half in advance, half in arrears) by electronic deposit into an account nominated by the employee.
- 6.9 The monthly rate of remuneration is calculated according to the following formula:
- $$\text{Monthly} = \text{annual salary} / 12$$
- 6.10 At the start of the agreement, the fixed salary ranges for each position in the GRDC Salary Table are set at between 90% and 110% of the salary midpoint for each position. Hay Group has used the existing position description for each position to set the Hay points and salary midpoint. GRDC will ensure that within 4 months after the start of the agreement:

- (a) each position description is reviewed and updated if appropriate, with involvement of the relevant employee;
- (b) if Hay advises that the Hay points and salary midpoint for the position increases:
 - (i) the GRDC Salary Table will be correspondingly changed for that position (including the 3.5% annual increase in salary midpoint each year);
 - (ii) if the employee's current salary is below 90% of the increased salary midpoint, it will be increased to 90% of the increased salary midpoint; and
 - (iii) in all other cases the employee's salary will not change.

Extra duty

- 6.11 The GRDC meets its operational requirements through the use of a variety of flexible working arrangements. It is recognised, however, that on occasion there is a need for employees to work extra hours outside their ordinary daily and weekly hours. Employees should be aware of the requirement for them to occasionally work extra hours.
- 6.12 However, employees may, if they wish, decline to work extra hours outside specified standard hours due to personal commitments, without prejudice.
- 6.13 The Managing Director may exercise discretion to approve payment for extra hours in unusual or exceptional circumstances.
- 6.14 The employee's manager shall give reasonable notice of the requirement to work extra hours to the employee.
- 6.15 An employee should take at least 8 consecutive hours off duty plus reasonable travelling time between the end of ordinary duty on 1 day and the commencement of ordinary duty on the next day.

Public holidays

- 6.16 Employees are entitled to public holidays in accordance with Division 10 of the Fair Work Act.

Overpayment of salary

- 6.17 Where the GRDC identifies an overpayment of salary, allowances or other remuneration to an employee, the Managing Director may recover that overpayment in full. The rate of recovery of the overpayment will be by agreement where possible.
- 6.18 Where agreement cannot be reached with the employee on the rate of recovery, the overpayment will be repaid at the rate of 10 per cent of the employee's monthly salary amount, less taxation, less superannuation deductions excluding salary sacrifice, until such time as the overpayment has been repaid. If the repayment is made by deduction from employee salary, it will be in compliance with the *Fair Work Act 2009*.
- 6.19 The employee may authorise a greater amount to be deducted from their salary by the GRDC.
- 6.20 Where the repayment would cause severe hardship for the employee a lesser amount may be approved by the Managing Director.

Higher Duties Allowance

- 6.21 An employee directed to perform part of the duties of a higher position, as set out in the GRDC Salary Table at Appendix B to this agreement, for a period of:
 - (a) more than 3 weeks consecutively (being 15 working days consecutively); or
 - (b) earlier at the discretion of the Managing Director,
 will be paid an allowance determined by the Managing Director commensurate with the part of the duties of the higher classification being undertaken. The allowance is payable for the entire period to which the direction relates.

First Aid Officer Allowance

- 6.22 An employee who possesses a current first aid qualification from a recognised training authority at the applicable minimum level set out in the Occupational Health and Safety Code of Practice, and is approved by the Managing Director as a First Aid Officer, will be paid an allowance of the monthly equivalent of \$25.50 per fortnight. The GRDC will meet the cost of maintaining the currency of the first aid qualification for approved First Aid Officers.

Salary Packaging

- 6.23 Employees will have the discretion to determine the mix of cash and non-cash benefits that will constitute their salary package.
- 6.24 'Salary Packaging' is available to all employees, but requires specific approval from the Managing Director. Salary packaging is to be cost-neutral to the GRDC:
- (a) The employee will meet the costs of all fringe benefits tax and other costs associated with the provision of such benefits; and
 - (b) GRDC will not seek to gain any benefit at the employee's expense, including with regard to Goods and Services Tax (GST) when the employee takes up salary packaging.
- 6.25 Salary packaging is always conditional on it occasioning no extra cost to the GRDC.

Superannuation

- 6.26 In line with the *Superannuation Guarantee (Administration) Act 1992* the GRDC will offer a choice of superannuation fund to new employees.
- 6.27 In the absence of an election by an employee contributions will be paid into the GRDC's default fund.
- 6.28 The salary set out in the GRDC Salary Table at Appendix B does not include superannuation. In addition to salary, the GRDC will pay the Superannuation Guarantee amount, currently 9% of salary, and contribute it to the employee's nominated approved superannuation fund. Any increases in the Superannuation Guarantee amount will be met by the GRDC.

Business Related Expenses

- 6.29 All employees will be reimbursed for approved expenditure incurred during the course of business.
- 6.30 Mobile phones for business use may be provided to employees at the discretion of the Managing Director.
- 6.31 Where a mobile phone has not been provided to an employee and their own private telephone is used for business purposes, the employee will be reimbursed the business related amount. The employee must provide a copy of the telephone account with the business related usage clearly identified.
- 6.32 Prior to reimbursing an employee for expenses incurred by the employee, the GRDC will require production of receipts or other evidence of such expenses having been incurred in the performance of the employee's duties.

7 Flexibility

- 7.1 Flexible working arrangements are available to full and part time employees subject to the agreement of the Managing Director.
- 7.2 The GRDC and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the GRDC and employee in relation to 1 or more of the matters mentioned in clause 7.2.(a); and
 - (c) the arrangement is genuinely agreed to by the GRDC and employee.
- 7.3 The GRDC must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

- (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 7.4 The GRDC must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the GRDC and employee; and
 - (c) is signed by the GRDC and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 7.5 The GRDC must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.6 The GRDC or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the GRDC and employee agree in writing — at any time.

Hours of Duty

- 7.7 The hours of the GRDC are 08.00 to 18.00, Monday to Friday.
- 7.8 Employees' hours of duty are 37.5 hours in any 1 week, with 1 hour allowed for lunch between 12.00 and 14.00 on each day.
- 7.9 Standard hours of work in the GRDC are 7.5 hours per day (Monday to Friday), within the bandwidth of 07.30 to 18.00, subject to agreement with the employee's manager to ensure the office is adequately staffed between 08.30 and 17.30, and reception is staffed from 08.00 to 18.00 if required. This is a total of 37.5 hours per week or 150 hours per 4 week settlement period.

Categories of Employment

- 7.10 The GRDC may engage employees in the following categories. Subject to operational requirements, ongoing/permanent employment will be the usual category of employment:
- (a) Ongoing/ permanent – a permanent employee may work either full time or part time.
 - (b) Non-ongoing – non-ongoing employees may be employed for a specified term or for the duration of a specified task. A non-ongoing employee may work either full-time or part-time.
 - (c) Casual – casual employees are engaged for duties with hours of work that are irregular or intermittent, where there is no set ongoing attendance pattern.
- 7.11 Non-ongoing employees receive the same entitlements as ongoing/ permanent employees unless otherwise stated in this Agreement.
- 7.12 Casual employees will receive a loading of 20% on salary in lieu of paid public holidays and paid leave entitlements, except long service leave.

Full-time employees

- 7.13 A full-time permanent employee is required to work 37.5 hours per week. An employee may, where it is reasonable to do so, be required to work more than 37.5 hours to meet the demands of the job.
- 7.14 An employee may refuse to work additional hours, beyond those specified in clause 7.13 (above) if they are unreasonable. In determining whether hours are unreasonable, all parties to this Agreement must give genuine consideration to the matters referred to in the *National Employment Standards* at section 62(3) of the *Fair Work Act*, as amended from time to time.

- 7.15 In the interests of an employee's well-being an employee must not work for more than 5 hours continuously without a meal break of at least 30 minutes which is unpaid.
- 7.16 An employee is entitled to be absent without loss of pay on a public holiday (as prescribed in the *Fair Work Act 2009*) in the locality in which the employee works.
- 7.17 An employee who is requested to work on a public holiday may decline to do so provided that they have reasonable grounds.

Part time employment

- 7.18 GRDC may initiate a part-time work arrangement but no full-time employee will be compelled to convert to part-time hours.
- 7.19 Employees have the right to request part-time work.
- 7.20 The GRDC will consider any applications for part-time work for employees seeking flexible working arrangements.
- 7.21 Requests for part-time work will be considered against the GRDC's operational requirements and the personal requirements of the employee.
- 7.22 An employee who is a parent, or has responsibility for the care, or a child, may request the GRDC for a change in working arrangements to assist the employee to care for the child if the child:
 - (a) is under school age; or
 - (b) is under 18 and has a disability.and the employee has worked with GRDC continuously for longer than 12 months or is a long-term casual employee.
- 7.23 GRDC will consider all applications for part-time work made by employees returning from a period of maternity leave. GRDC will take reasonable steps to provide these employees with part-time work, as requested, taking into account operational requirements.
- 7.24 If part-time work cannot be facilitated for employees who apply under clause 7.22 or 7.23, GRDC will take reasonable steps to assist the employee meet caring and family responsibilities and needs through other forms of flexible working arrangements.
- 7.25 Where the Managing Director does not agree to a request from an employee for part time work, the Managing Director shall provide reasons in writing, and discuss alternatives with the employee.
- 7.26 Part-time work arrangements will be set out in a written agreement between the Managing Director and the employee, detailing the employee's specified and regular hours, the duration of the agreement, and any specific arrangements that are necessary to facilitate the part-time work.
- 7.27 Unless otherwise agreed by the Managing Director, hours worked will be continuous and not less than 3 hours on any day worked. Unpaid meal breaks will not be regarded as breaking continuity of hours worked.
- 7.28 Part-time work agreements may be varied with the agreement of the Managing Director and the employee.
- 7.29 Part-time employees are entitled to the same range of benefits as full time employees but on a pro rata basis.
- 7.30 Part-time employees will be entitled to compensation for extra hours worked (outside the terms of their agreement), in accordance with the Extra Duty terms of this Agreement.

Flexible working arrangements

- 7.31 Employees and the GRDC will agree on a set of guidelines for Time Off in Lieu (TOIL) arrangements.

Home Based Work

- 7.32 An employee may apply for home based work arrangements.
- 7.33 The Managing Director will consider applications for home based work on a case by case basis.

- 7.34 The operational and organisational needs of the GRDC will be a key factor in the consideration of applications for home based work.
- 7.35 The diverse nature of work in GRDC lends itself to a range of working environments and GRDC considers home based work to be a valuable option and managers should consider options seriously.
- 7.36 Temporary or informal arrangements are likely to be applicable to most jobs and could be used for either a few hours or up to 5 days to accommodate a range of situations.
- 7.37 GRDC may approve an application for an employee to work from home/work away from the office on either a regular or temporary basis. GRDC may vary or terminate the arrangement as a result of operational requirements or the ineffectiveness of the arrangement.
- 7.38 GRDC has a responsibility to take all practical steps to provide a safe and healthy work environment for employees. Accordingly, the manager must ensure that appropriate arrangements are in place and the employee is provided with appropriate information. The employee must take reasonable steps to comply with any reasonable and lawful directions given by the manager.
- 7.39 In determining appropriate work arrangements, managers and employees will consider the following (not exhaustive) list of issues:
- (a) appropriate and effective communication with office based employees;
 - (b) the need to ensure adequate interaction with colleagues;
 - (c) the nature of the job and operational requirements;
 - (d) privacy and security considerations;
 - (e) health and safety considerations;
 - (f) effect on stakeholders; and
 - (g) adequate performance monitoring arrangements.

Leave - General

- 7.40 All leave requests should be on appropriate forms and submitted and approved before the leave is actually taken or in the case of such things as accidents, as soon as practical following phone advice.
- 7.41 A register of all leave is maintained and an individual's leave record is available to them at any time.
- 7.42 In special circumstances the Managing Director may approve an individual's application to take leave in advance of entitlement.

Recreation Leave

- 7.43 Employees are entitled to 20 days recreation leave, on full pay, per annum or part thereof for part time employees.
- 7.44 The entitlements to recreation leave will accrue on a daily basis with the balance reported to employees on their payslips.
- 7.45 Employees are encouraged to take their full leave entitlement each year. GRDC prefers that recreation leave not build up over 35 days. When an employee's accrued recreation leave is approaching 35 days, the employee and their manager must discuss how to reduce the accrued leave at a mutually beneficial time.
- 7.46 Accrued entitlements may be taken at any time, subject to operational requirements and with the approval of the Managing Director. Where possible, leave is to be programmed and staggered to avoid key personnel being absent for extended periods at the same time.
- 7.47 Accrued recreation leave entitlements will be paid on termination at the final salary rate.
- 7.48 The Managing Director may approve an employee cashing out up to 1 week (5 working days) per annum of recreation leave from each year's recreation leave accrual, in return for a lump sum payment equivalent to the employee's ordinary rate of pay that the employee would have otherwise received for that period of leave. This payment is subject to an employee having:
- (a) 12 months continuous service in the GRDC; and
 - (b) 4 weeks recreation leave after cashing out the leave,

and may only be accessed once per calendar year during the life of this Agreement.

- 7.49 If an employee becomes sick whilst on recreation leave for a period of 1 day or more, and provides the GRDC with reasonable evidence of the fact, they can elect for the recreation leave to be recredited and Personal/carer's leave to be deducted for the period of the illness.

Purchased Leave

- 7.50 An employee may, with the approval of the Managing Director, obtain an entitlement to additional recreation leave in return for a reduction in the employee's remuneration.
- 7.51 The GRDC offers purchased leave options for the purpose of supporting flexibility in helping employees address a work/family balance.
- 7.52 Employees may purchase up to 2 week's additional leave per calendar year, subject to operational requirements as agreed with the Managing Director.
- 7.53 The cost of purchased leave will be calculated on salary and shall be distributed across the 12 pay periods in the calendar year.
- 7.54 Purchased leave must be taken in the financial year in which it is purchased, unless the Managing Director agrees to allow an employee to carry the purchased leave over. Approval for purchased leave carry over will normally only be given in unusual or exceptional circumstances.
- 7.55 Unless the Managing Director agrees to allow an employee to carry over purchased leave, any unused leave shall be forfeited and the purchase price of the unused leave refunded.
- 7.56 Purchased leave may be taken in combination with public holidays, and any form of leave except personal leave for personal illness.
- 7.57 Where purchased leave is applied for, the total amount of the leave applied for must be a minimum of 1 week.
- 7.58 Purchased leave does not affect an employee's salary for superannuation purposes.
- 7.59 Purchased leave counts as service for all purposes.

Personal / Carer's Leave

- 7.60 Full time employees are entitled to 15 days paid personal/carer's leave per year (including sick leave and carer's leave).
- 7.61 Paid personal/carer's leave can be taken:
- (a) due to personal illness or injury (sick leave);
 - (b) to provide care or support for a member of the employee's immediate family or household who requires care or support due to personal illness or injury, or an unexpected emergency (carer's leave)
- 7.62 Personal/carer's leave as provided in Clause 7.60 shall be credited to the employee upon commencement prorata for the rest of the calendar year, and then at the start of each calendar year.
- 7.63 When taking personal/carer's leave, an employee must notify their manager as soon as reasonably practicable that they are unable to attend work and complete a leave form on their return to work.
- 7.64 Where reasonable, the GRDC may request an employee to provide a medical certificate for a period of sick leave taken.
- 7.65 Where reasonable, the GRDC may request an employee provide either a medical certificate or a statutory declaration for a period of carer's leave taken.
- 7.66 An employee is not entitled to take paid sick leave if they are receiving workers' compensation payments.
- 7.67 Any personal/carers leave not used in any 1 year of employment will be available to be used in subsequent years.
- 7.68 An employee is entitled to 2 days unpaid leave for each occasion when a member of their immediate family or household requires care or support because of a personal illness or injury or an unexpected emergency affecting the member.

- 7.69 Accrued personal/carer's leave may not be cashed out during an employee's term of employment nor will it be paid on termination.

Compassionate Leave

- 7.70 All full and part time employees are entitled to 2 days of paid compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household contracts or develops a personal illness that poses a serious threat to his or her life or sustains a personal injury that poses a serious threat to his or her life or dies. Compassionate leave may be taken in a single unbroken period of 2 days or 2 separate periods of 1 day each.
- 7.71 The GRDC may request that an employee provide reasonable evidence of the illness, injury or death.
- 7.72 All employees, other than casual employees, are entitled to be paid for each period of compassionate leave. For casual employees, compassionate leave is unpaid leave.
- 7.73 Compassionate leave does not accrue and is not paid out when an employee leaves the GRDC.

Parental Leave

- 7.74 The following parental leave entitlements are in addition to anything employees may be entitled to under the Australian Government's Paid Parental Leave Scheme.
- 7.75 Employees are entitled to maternity leave as per the *Maternity Leave (Commonwealth Employees) Act 1973* and paternity leave as per the relevant provisions of the *Fair Work Act 2009*.
- 7.76 Eligible employees are entitled to up to 12 weeks paid maternity leave or adoption leave. This entitlement may be paid over a 24 week period at half pay. Superannuation is only payable:
- (a) during the first 12 weeks of paid maternity leave; or
 - (b) over 24 weeks at half pay.
- 7.77 An employee eligible for leave under clause 7.76, who has completed 2 years service with the GRDC prior to commencing leave under clause 7.76, is entitled to a further 2 weeks of leave for maternal purposes (or a further 4 weeks of leave at half pay).
- 7.78 The leave entitlement under clause 7.77 is to be used immediately after the completion of the 12 weeks referred to in clause 7.76. This leave will be with pay where any part of the 12 weeks referred to in clause 7.76 is with pay
- 7.79 An employee whose partner has given birth or adopted a child is entitled to take up to 2 weeks of paid parental leave from accumulated personal / carer's leave and a longer period of continuous unpaid parental leave to be the child's primary care giver.
- 7.80 The *Fair Work Act 2009* entitles the parents of a newborn child, or the adoption of a child under 16 years of age:
- (a) up to 12 months unpaid maternity or paternity leave. The period of maternity or paternity leave, when combined with the employee's spouse's period of leave cannot exceed 12 months and, except for the period of 1 week at the time of the birth, maternity and paternity leave cannot overlap; and
 - (b) to request a further period of up to 12 months unpaid leave in accordance with section 76 of the *Fair Work Act*.
- 7.81 To be eligible for parental leave, the employee must have 12 months continuous service at the time leave is to commence.
- 7.82 An employee must advise the GRDC of their intention to take parental leave.
- 7.83 An employee must apply for parental leave in writing, stating the dates for leave, 4 weeks before the first day of intended leave and also provide a signed statutory declaration detailing their leave periods and their partner's leave arrangements, as well as stating that they will be the child's primary caregiver and that they will not do work that is inconsistent with their conditions of employment while on parental leave.
- 7.84 In the case of maternity leave, an employee must provide the GRDC with a medical certificate no later than 10 weeks before the expected date of birth (where possible).

- 7.85 The requirements detailed at clauses 7.83 and 7.84 above do not apply to an employee when circumstances are beyond their control (e.g., in the event of premature birth).
- 7.86 When returning to work from parental leave, an employee is entitled to return to the position they held before taking leave or to a new position if they have been promoted or have agreed to accept a new position. If the employee's former position no longer exists and the employee is qualified and able to work in another position, then the employee is entitled to work in another position for GRDC. When there is more than 1 appropriate position, the employee is entitled to the position nearest in status and function to their former position. The employee will suffer no loss of salary by reason of returning to another position following maternity/parental leave.
- 7.87 An employee planning to return to work from maternity / parental leave on a date different to that originally applied for is required to give the GRDC at least 4 weeks written notice of the date the employee proposes to return to work.
- 7.88 Additional parental leave entitlements and conditions are in accordance with the provisions of the *Fair Work Act 2009*.

Long Service Leave

- 7.89 An employee will be entitled to long service leave in accordance with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976 (LSL Act)*, as if it applied to the GRDC.
- 7.90 In accordance with the *LSL Act* long service leave of 3 calendar months is provided after 10 years continuous service and pro rata thereafter. All leave is subject to approval by the GRDC.
- 7.91 The minimum period during which long service leave can be taken is seven (7) calendar days.
- 7.92 The balance of any long service leave accrued (after 10 years), but not taken, shall be paid in full on termination at the employee's annual salary rate prior to any salary packaging arrangement at the time of termination.
- 7.93 Entitlements to extended leave or pay in lieu for employees with periods of less than 10 years service will be paid in accordance with the relevant provisions of the *LSL Act*.

Defence Reserve leave

- 7.94 An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve obligations.
- 7.95 An employee is entitled to Defence Reserve leave with pay, for up to four weeks during each year for the purpose of fulfilling service in the ADF Reserve. These purposes include training and operational duty as required.
 - (a) During the employee's first year of ADF Reserve service, the Managing Director may grant a further two weeks paid leave to facilitate participation in additional ADF Reserve training, including induction requirements.
 - (b) With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years, to enable the employee to undertake training as a member of the ADF Reserves.
 - (c) Employees are not required to pay their tax free ADF Reserve salary to GRDC in any circumstances.
- 7.96 Defence Reserve leave counts as service for all purposes.
- 7.97 Eligible employees may also apply for Recreation Leave, Long Service Leave or leave without pay for the purpose of fulfilling ADF Reserve obligations.
- 7.98 Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve activities are known and/or changed.
- 7.99 Written evidence of ADF Reserve attendance must be presented on return to work.

Miscellaneous Leave with or without pay

- 7.100 The Managing Director may approve leave for reasons not covered by other leave types, having regard to operational requirements. This is known as miscellaneous leave and may be with or without pay.

- 7.101 An employee required to attend jury service shall be granted leave of absence for the first 10 days on full pay and the rest of the period involved without pay. The employee is required to provide prompt notification to the GRDC of the requirement to undertake jury service as well as evidence of attendance and the duration of such attendance.
- 7.102 An employee required by Fair Work Australia to attend GRDC-related industrial proceedings shall be granted leave for the period involved on full pay.
- 7.103 The Managing Director may approve leave with full pay to enable employees who are members of the Workplace Consultative Committee or union workplace delegates, to attend short workplace relations training courses or seminars on the condition that GRDC operational requirements permit the granting of leave, and the scope, content and level of the short courses are such as to contribute to a better understanding of workplace relations.
- 7.104 The Managing Director may approve leave with full pay for short periods to enable an employee to undertake emergency service duty (e.g. State Emergency Service, regular training and ceremonial duties). An employee may take unpaid leave for all other eligible community service activity as set out in Division 8 of the Fair Work Act
- 7.105 The Managing Director may approve additional leave with full pay to an employee in exceptional circumstances. Examples of the types of circumstances are where employees are affected by or involved in state of emergency situations such as, but not limited to, bushfires, floods and earthquakes.
- 7.106 The Managing Director may approve paid or unpaid leave for the purpose of participating in community or volunteering work.
- 7.107 An employee may seek the Managing Director's approval for miscellaneous paid or unpaid leave for any other purpose or where other types of paid leave have been exhausted.

Portability of Accrued Paid Leave Entitlements

- 7.108 For all new permanent employees joining the GRDC from an employer staffed under the *Public Service Act 1999*, *Parliamentary Services Act 1999* or from an Authority under the *Commonwealth Authorities and Companies Act 1997*, accrued annual leave and accrued long service leave will be transferred and recognised under the Agreement, provided the losing agency pays the GRDC for the value of the annual leave and long service leave entitlements and there is no more than 3 months break in service between agencies.
- 7.109 Where a staff member leaves the GRDC to commence employment with an employer staffed under the *Public Service Act 1999*, *Parliamentary Services Act 1999* or an Authority under the *Commonwealth Authorities and Companies Act 1997*, the GRDC shall transfer accrued annual leave and accrued long service leave, including amounts recognised at Clause 7.108, provided the new employer agrees to the transfer.
- 7.110 The Managing Director may exercise discretion to approve the transfer of leave credits where there are no reciprocal arrangements in place or in other circumstances the Managing Director considers appropriate for the attraction and retention of employees.

Christmas/New Year Close Down

- 7.111 The GRDC office will be closed for normal business purposes from 25 December until the first working day following 1 January. The Managing Director may decide to extend the Christmas close down by 1 day, where the timing of the public holidays makes it appropriate to do so.
- 7.112 Staff will be stood-down for the Christmas close-down on full pay without deduction from leave credits.
- 7.113 Where an employee is on approved paid personal/carers' or recreational leave extending across the Christmas close down period, they are paid the Christmas close down days with no deduction from the approved leave type.

Professional membership, registration and development

- 7.114 Where the Managing Director or an Executive Manager agrees it is essential for the performance of duties, the GRDC will pay for or reimburse the employee for the direct costs of the membership of professional bodies, or mandatory professional registration fees. The GRDC will provide time to assist the employee to meet ongoing professional education requirements.

Motor Vehicle Allowance

7.115 Where the Managing Director considers that it will result in greater efficiency or involve less expense, he or she may authorise an employee to use a private motor vehicle owned or hired by the employee at their own expense for official purposes. Where so authorised, an employee will be entitled to a motor vehicle allowance at a rate equivalent to that set by the Australian Taxation Office (ATO) for claiming a deduction for car expenses via the cents per kilometre method.

Travel

7.116 The GRDC will meet the costs of accommodation, fares, meals and incidental expenses for employees required to travel for work purposes, as outlined in the GRDC's travel policy.

Carparks

7.117 GRDC will continue to offer a minimum of 37 carparking spaces for GRDC employees, for the period of time it occupies its existing premises at 40 Blackall Street, allocated on a length of service basis (except for executives). If Fringe Benefits Tax applies to a car parking spot that has been allocated to an employee with the employee's agreement, it is to be met by the employee.

8 Balancing work and personal life

8.1 This Agreement aims to achieve Object 3(d) of the *Fair Work Act 2009* by assisting employees to balance their work and family responsibilities by providing for flexible working arrangements. Accordingly, applications for flexible working conditions will only be declined for genuine operational reasons and the employee will be provided with reasons in writing, if requested.

8.2 When setting arrangements for an employee's pattern of work, all parties to this agreement shall give genuine consideration to GRDC's operational requirements and the personal needs of the employee.

9 Communication and Consultation

9.1 This term applies if:

- (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on employees of the enterprise.

9.2 The employer must notify the relevant employees of the decision to introduce the major change.

9.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

9.4 If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

9.5 As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees: i) the introduction of the change; and (ii) the effect the change is likely to have on the employees; and (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant employees: (i) all relevant information about the change including the nature of the change proposed; and (ii) information about the expected effects of the change on the employees; and (iii) any other matters likely to affect the employees.

9.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

9.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

9.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clauses 9.2, 9.3 and 9.5 are taken not to apply.

- 9.9 In this term, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
 - (h) In this term, relevant employees means the employees who may be affected by the major change.
- 9.10 The GRDC will not impede any employee from having access to representation by a union in the workplace.

10 Consultation Framework and Workplace Consultative Committee

- 10.1 The GRDC is committed to communicating and consulting directly with employees, and where they choose, their representatives about workplace matters affecting them.
- 10.2 In addition to the model terms set out at Clauses 9.1 to 9.10, the consultative framework at Clauses 10.3 to 10.11 is established.
- 10.3 The GRDC will establish and maintain a Workplace Consultative Committee (WCC) to facilitate the implementation and operation of this Agreement, whilst recognising that the Managing Director is the ultimate decision maker.
- 10.4 The role of the WCC is to consider workplace issues referred by employees, employee representatives or GRDC management.
- 10.5 All members of the WCC must give genuine consideration to matters referred to the WCC.
- 10.6 Matters which can be considered by the WCC include, but are not limited to:
- (a) the implementation, application and intent of the provisions of this Agreement
 - (b) the development, operation and variation of GRDC policies and guidelines that relate to GRDC terms and conditions of employment
 - (c) the impact on employees of government policies or legislation.
- 10.7 The GRDC is committed to referring matters to the WCC prior to decisions being made. However, the GRDC reserves the right not to consult through the WCC where the GRDC reasonably believes that doing so would improperly disclose confidential or commercially sensitive information, would be contrary to Government directive or legislation, would breach the privacy of an individual or due to the need for urgency.
- 10.8 WCC members will use their best endeavours to reach agreement through a process of consultation and discussion.
- 10.9 The WCC will be comprised of 2 management representatives and 4 employee representatives. The employee representatives shall be elected by a staff vote and shall serve 18 month terms.
- 10.10 The WCC shall meet quarterly or more frequently if required. The WCC may form subcommittees and working parties as required from time to time to deal with specific issues.
- 10.11 WCC employee representatives will be provided with reasonable time away from normal work activities to enable them to prepare for meetings and to consult with employees about matters being discussed by the WCC.

11 Freedom of Association and Representation

- 11.1 The parties recognise that employees are free to choose to join or not to join a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of their employment under this Agreement.

- 11.2 Employees who choose to be members of a union have the right to have their industrial interests represented by that union and to participate in lawful union activities, subject to the terms of the Agreement and relevant industrial legislation.
- 11.3 Employees have the right to seek assistance and representation (which may include their union) in the workplace. The right of representation includes the right to have an employee representative, including workplace delegates, to support and speak on their behalf.
- 11.4 The Corporation recognises that employee representatives, including workplace delegates, have a legitimate role in the workplace and that role is to be respected, facilitated and undertaken without discrimination and in accordance with the Principles for Workplace Delegates as contained at Appendix C.

12 Performance Management and incremental advancement

- 12.1 Performance Management is integral to GRDC delivering organisation objectives and outcomes. Performance management is designed to encourage and reward achievement, to improve and manage individual performance, and train and develop employees to meet both the career development and training needs of individuals and the skills needs of GRDC.
- 12.2 It aims to provide employees with a shared understanding of GRDC's business priorities and directions, as well as those of their own work area.
- 12.3 GRDC is committed to a performance management system that is fair and equitable, is conducted with integrity and is in accordance with applicable legislation.
- 12.4 GRDC considers that participation in performance management is an essential requirement for all its managers and employees.
- 12.5 The performance management scheme will:
 - (a) operate on an annual cycle – 1 January to 31 December;
 - (b) be based on regular, constructive, two-way feedback, and encourage honest and open discussion between supervisors and employees
 - (c) require managers and employees to conduct regular feedback discussions;
 - (d) include a formal mid cycle and end of cycle review as an essential element of the performance management
 - (e) be based on managers and employees together developing, maintaining and regularly reviewing a Performance Agreement. The Performance Agreement will contain agreed; organisational competencies, work plan, expected standards of performance objectives and measures and a learning and development plan;
 - (f) ensure that where employees have worked in more than 1 position during the assessment period the manager must seek and take into account input from the employee's previous manager
 - (g) ensure managers assist employees to identify their learning and development needs in the context of the skills they need to do their job effectively
 - (h) provide that outcomes are used to determine advancement through pay points within work levels in GRDC's classification structure
 - (i) provide the framework for managing underperformance.
- 12.6 Performance objectives for each employee:
 - (a) must be agreed between the employee and their manager early in each calendar year;
 - (b) must set realistic and measurable targets relevant to that employee;
- 12.7 If the employee and manager are unable to agree on the performance objectives within a reasonable time, the Executive Manager Corporate Services or Managing Director will review the proposed performance objectives and make a final decision.
- 12.8 Managers must ensure that employees have been given all information and opportunity reasonably required for employees to understand the standard of performance expected of them.
- 12.9 Employees must make all reasonable efforts to understand the standard of performance expected of them. This obligation is commensurate with obligation of the manager in Clause 12.8.

- 12.10 Managers will apply, where possible, informal management techniques when dealing with potential performance management issues by providing regular and open feedback against performance expectations.
- 12.11 For the purposes of pay point progression, the performance standards are a combination of organisational competencies (set out in Performance Appraisal and Development System forms) and individual management objectives:
- (a) **Outstanding performance** - outstanding performer against all organisational competencies and management objectives. Performance is of a consistently high standard. Generally no negative indicators.
 - (b) **High performance +** – better than high performance, but not at outstanding performance level.
 - (c) **High performance** – high level of performance against most organisational competencies and management objectives. Evidence of high performance is largely positive, with few negative indicators.
 - (d) **Acceptable +** – better than acceptable performance, but not at high performance level.
 - (e) **Acceptable** – performance against organisational competencies and management objectives is at an acceptable level, with most key performance indicators being achieved.
 - (f) **Needs improvement** – performance fails to reach an acceptable standard against organisational competencies and management objectives. Key performance indicators not achieved for several objectives and did not reach expected level of performance across major areas of responsibility.
 - (g) **Sub-standard performance** – poor standard of performance against organisational competencies and management objectives. Evidence of performance is largely negative, with few positive indicators.
- 12.12 Employees will be rated according to the standard achieved where they have participated in the performance management system for a minimum of 3 months.
- 12.13 Pay point progression is:
- (a) Outstanding performance = 3.0%
 - (b) High performance + = 2.5%
 - (c) High performance = 2.0%
 - (d) Acceptable + = 1.5%
 - (e) Acceptable = 0.5%
 - (f) Needs improvement or sub-standard performance = NIL
- until the employee reaches the top of the salary range for their position, as specified in the GRDC Salary Table at Appendix B.
- 12.14 If an employee has reached the top of the salary range for their position in the GRDC Salary Table, the employee is entitled to be paid the paypoint progression amount in clause 12.13 as a one-off bonus each year (not as an increase in salary).
- 12.15 At the start of each calendar year the Board allocates a bonus pool, adequate to pay the bonuses payable under this Agreement. At the end of the calendar year, subject to Board discretion, where the Board determines that a specified percentage of the items in that year's GRDC Work Plan have been achieved, employees employed by the GRDC:
- (a) for the whole calendar year in GRDC; and
 - (b) at the time the bonus is due to be paid,
- are entitled to a bonus of up to 7% of salary (not including superannuation), based on overall performance of the GRDC and individual performance.
- 12.16 Bonuses will be paid according to:
- (a) the Board determining the size of the overall bonus pool according to overall performance of the GRDC under clause 12.15; and
 - (b) the bonus pool then being distributed among employees according to individual performance using the criteria in clause 12.11.

- 12.17 Employees who have been employed in GRDC for at least 6 months, and are employed by GRDC at the time the bonus is due to be paid, are entitled to a pro-rata bonus under clause 12.15.
- 12.18 Where an employee disagrees with their performance rating, they may appeal the decision through the Dispute Resolution Process.
- 12.19 The Managing Director may supplement the remuneration of an individual employee to retain an employee who is performing at a consistently high standard. Agreements made under this clause will be in writing.
- 13 Managing Underperformance**
- 13.1 An employee rated as Needs Improvement or Sub-standard will be required to be managed in accordance with the Underperformance provisions of this Agreement.
- 13.2 GRDC gives a commitment that when unsatisfactory performance issues arise they will be dealt with promptly and in accordance with the principles of procedural fairness and natural justice.
- 13.3 An employee subject to Underperformance has a right to representation.
- 13.4 An employee who is rated Needs Improvement or Sub-standard will be required to develop, with their manager, a Performance Improvement Plan.
- 13.5 The following minimum standards must be met prior to formal action being taken to address underperformance.
- (a) regular feedback and discussion (on more than 1 occasion) between the manager and employee;
 - (b) the manager has clearly specified to the employee, in writing, their expectations and the standard to which work is to be done; and
 - (c) the employee has been given the opportunity to meet the manager's reasonable expectations and standard of work required of them.
- 13.6 The principles of procedural fairness will apply to the processes and decisions involved in managing underperformance:
- (a) employees will be provided with copies of documentation relevant to the performance assessment; and
 - (b) employees will have the option of having a person of their choice present during feedback meetings to provide support.
- 13.7 Where a manager believes that an employee's work performance is below the expected performance standard, despite repeated attempts to improve performance through feedback or discussion, or they have failed to complete a Performance Agreement, the Managing Underperformance provisions of this Agreement will apply.
- 13.8 The manager, in consultation with the Executive Manager, Corporate Services, will provide the employee with written advice that their performance does not meet the expected standard of performance. This advice will specify:
- (a) the expected standard of performance, consistent with the relevant work level standard and work plan;
 - (b) where the employee's performance does not meet the performance standard, including the absence of a Performance Agreement; and
 - (c) that the employee will be under a 2 month period of assessment.
- 13.9 A copy of this advice will be provided to the Managing Director. The employee will have a period of 7 days to respond in writing to this advice.
- 13.10 Within 10 days of the end of the period in which the employee may wish to respond in accordance with the above procedures, the manager must discuss the concerns with the employee, including those raised in the written response by the employee, to develop a Performance Improvement Plan. The employee may choose to be supported by an individual of their choice.
- 13.11 The Performance Improvement Plan should be a set of realistic and achievable expectations, which focus on the areas of the employee's performance that have been identified as being in

need of attention. The Performance Improvement Plan can include the development of a work plan and learning agreement.

- 13.12 The records relating to the underperformance process will be kept on the employee's personnel file.
- 13.13 The Performance Improvement Plan will provide the basis for the regular review of the employee's performance, over a 2 month period beginning from the date of the advice to the employee. A copy of the Performance Improvement Plan will also be provided to the Managing Director.
- 13.14 The manager, in consultation with the Executive Manager, Corporate Services, will review with the employee, the employee's performance over this 2 month period on a fortnightly basis. The employee may choose to be supported by an individual of their choice. Records will be kept of all performance discussions during this period. The employee has a right to provide comment on these discussions (these comments should be in writing).
- 13.15 During this 2 month period, the employee and the manager may call upon the Executive Manager, Corporate Services to provide advice and/or guidance regarding the development and management of the Performance Improvement Plan.
- 13.16 At the end of the 2 month period the manager will reassess the employee's performance. If the expected performance standard has been met, or where relevant, a Performance Agreement has been developed, no immediate further action will be taken.
- 13.17 If an individual:
- (a) does not maintain a satisfactory level of performance for 10 months following the completion of a 2 months underperformance process; or
 - (b) does not participate in performance management,
- then further action can be taken without the need for a further 2 month underperformance assessment.
- 13.18 If at the end of the 2 month period the employee's performance is assessed by the manager as not meeting the expected performance standard, or within the 10 month period referred to in Clause 13.17 the employee is again assessed by the manager as not meeting the expected performance standard, the Managing Director will be advised.
- 13.19 If the Managing Director endorses the manager's assessment, the Managing Director will write to the employee notifying the employee of the intention to:
- (a) terminate employment of the employee;
 - (b) transfer the employee; or
 - (c) reduce the employee's work level.
- 13.20 The employee will then have 10 working days to show the Managing Director, through the manager, cause why this action should not be taken. The employee should write to the Managing Director, through the manager, outlining any concerns they have either in relation to the assessment and/or the intended sanction.
- 13.21 At the end of the 10 working days, the Managing Director, having considered any representation submitted by the employee, may issue a notice of termination of employment or effect the transfer or reduction in work level of the employee.
- 13.22 A notice of reduction in classification takes effect after 1 month unless the employee seeks a review.
- 13.23 An employee may apply to have the decision to reduce their classification reviewed. In the meantime, the employee will remain in their current job.
- 13.24 If the review is successful, the notice of reduction is revoked without detriment to the employee.
- 13.25 If the notice is confirmed it will take effect on the day it is confirmed or 1 month after the notice is issued, whichever is the later.
- 13.26 It must be recognised that if the employee's employment is maintained that they have every opportunity to improve their performance and future work opportunities.
- 13.27 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those the employee enjoys:

- (a) under the Fair Work Act 2009;
 - (b) under other Commonwealth laws (including the Constitution); and
 - (c) at common law.
- 13.28 Termination of, or a decision to terminate employment, cannot be reviewed under the dispute resolution procedures described in this Agreement.
- 13.29 Nothing in this Agreement prevents GRDC from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with the summary termination provisions of this Agreement.
- 13.30 This process is not to be used for misconduct or permanent incapacity purposes.
- 13.31 The procedures for managing unsatisfactory performance do not apply to ongoing employees who are subject to a period of probation, during the probationary period.

14 Personal Development

- 14.1 The GRDC is committed to the professional development of employees. To complement on the job learning, all employees will have reasonable access to relevant personal development activities including possible study assistance and study leave where this is mutually advantageous to the employee and the GRDC.
- 14.2 Managers (in consultation with the employee and the Executive Manager, Corporate Services) are to prepare a Personal Development Plan for each employee on an annual basis.
- 14.3 Managers are to factor in the needs of the individual employee and the GRDC before agreeing to a Personal Development Plan.
- 14.4 All GRDC financial support and leave for personal development (as set out below) is subject to prior agreement through the annual Personal Development Plan and approval by the relevant Executive Manager, the Executive Manager Corporate Services and the Managing Director.
- 14.5 Conferences, seminars or short courses
- (a) Attendance at approved conferences, seminars or short courses will be paid for by the GRDC.
- 14.6 Formal study leading to qualifications
- (a) The GRDC, at its discretion, may approve paid study leave to employees to undertake formal study leading to a qualification relevant to their work within the GRDC. This leave will take the form of up to 2 days per subject, per semester, depending on the individual course requirements. Additional paid or unpaid leave may be granted to attend specific compulsory workshop components of an approved study unit, at the discretion of the Managing Director and negotiated on a case by case basis.
 - (b) All other study and attendance at classes must be conducted out of standard working hours unless the time can be made up as agreed with the responsible Executive Manager.
 - (c) The GRDC will pay:
 - (i) for courses up to and including diploma level - 100% of the course fees of each unit; or
 - (ii) for courses above diploma level (including bachelor degrees, graduate diploma or other postgraduate courses) – 50% of the course fees of each unit,
 subject to approval by the relevant Executive Manager and the Managing Director, before commencement of the course.
 - (d) The employee must provide proof of completion of the unit to the Executive Manager, Corporate Services. Where the employee fails the unit, does not complete it within a reasonable time, or does not provide proof of completion within a reasonable time, the GRDC may require the employee to repay the funds contributed by the GRDC.
 - (e) Where the employee resigns employment with the GRDC within 12 months of the completion of an individual study unit, the funds contributed by the GRDC to fund that unit must be repaid to the GRDC by the employee on a pro rata basis (i.e. 12/12th if the

resignation is in the month of completion and 1/12th if the resignation is in the 12th month after completion).

15 Employment subject to other legislation

15.1 The parties acknowledge that the employment of employees covered by this Agreement is subject to the relevant provisions of the following Acts (and regulations or instruments made under the Acts) as amended from time to time:

- (a) Fair Work Act 2009
- (b) Primary Industries and Energy Research and Development Act 1989
- (c) Commonwealth Companies and Authorities Act 1997
- (d) Superannuation Act 1976
- (e) Superannuation Act 1990
- (f) Superannuation Act 2005
- (g) Superannuation Productivity Benefit Act 1988
- (h) Superannuation Benefits (Supervisory Mechanisms) Act 1990
- (i) Safety, Rehabilitation and Compensation Act 1988
- (j) Occupational Health and Safety (Commonwealth Employment) Act 1991

16 Managing Director may delegate powers

16.1 The Managing Director may delegate any of his or her powers, functions or responsibilities under this Agreement to an employee.

16.2 Delegation referred to in Clause 16.1 must be by written instrument.

16.3 Any power exercisable by a manager under this Agreement may be exercised by the Managing Director.

Signatories

For the **Grains Research and Development Corporation**

Signed: 

Name: John Harvey

Position: Managing Director

Date: 5 / 12 / 11

Level 1, 40 Blackall Street Barton ACT 2600

For the **Community and Public Sector Union**

Signed: 

Name: KRISTINA WATERS

Position: DEPUTY NATIONAL PRESIDENT

Date: 2 DECEMBER 2011

For the **Association of Professional Engineers, Scientists & Managers, Australia**

Signed: 

Name: DAVID SMITH

Position: DIRECTOR ACT

Date: 5 / 12 / 11

4/7 NAPIER CLOSE DEAKIN ACT 2600.

APPENDIX A - Grievance and Complaints Process

- 1 This process provides an alternative (exercisable at the employee's discretion) to the Dispute Resolution Process. Nothing in this process will be construed to constrain any rights conferred on an employee by the Dispute Resolution clause of this Agreement.
- 2 If, at the request of an employee, the Managing Director is satisfied that a primary review should be undertaken within the GRDC, the Managing Director will:
 - (a) appoint a review officer to:
 - (i) inquire into the matter;
 - (ii) if appropriate, seek to resolve the matter by conciliation or mediation;
 - (iii) where conciliation or mediation is not successful or appropriate, prepare a written report which includes the findings and recommendation(s) for the Managing Director;
 - (b) provide the employee with a copy of the report;
 - (c) provide the employee with an opportunity to respond to the report; and
 - (d) determine the outcome of the matter having regard to the content of the report and any submission made by the employee in response to the report.
- 3 The GRDC will be guided by the following in handling any complaints referred to in clause 2 above:
 - (a) the case will be dealt with as expeditiously as possible;
 - (b) the employee will be required to specify the outcome(s) sought;
 - (c) the employee who makes the complaint has a right to a fair hearing (i.e. proper consideration of the complaint by an unbiased person);
 - (d) where the complaint criticises another GRDC employee on a matter relevant to the complaint, that other employee will be given an opportunity to comment;
 - (e) the standard of proof which will apply will be the balance of probabilities;
 - (f) if the Managing Director considers, following preliminary examination of a complaint, that no tangible and equitable outcome is reasonably practicable, the primary review will be concluded on that basis without further investigation; and
 - (g) confidentiality and privacy will be appropriately observed, noting that information on relevant files may be subject to applications for disclosure under the *Freedom of Information Act 1982*.
- 4 Where, after a primary review has been completed within the GRDC, the employee wishes to pursue the matter further, the employee may request the Managing Director to supply the complainant details of third party conflict resolution services which are supported by the Corporation.

APPENDIX B - GRDC Salary Table

Position:	Hay Points	Existing salaries at start of agreement			From 1 January 2012 (3.5% increase)			From 1 January 2013 (3.5% increase)		
		90% of Midpoint	Salary Midpoint	110% Midpoint	90% of Midpoint	Salary Midpoint	110% Midpoint	90% of Midpoint	Salary Midpoint	110% of Midpoint
Senior Manager Breeding Programs	636	140,852	156,502	172,152	145,782	161,980	178,178	150,884	167,649	184,414
Senior Manager Commercial Enterprises	636	140,852	156,502	172,152	145,782	161,980	178,178	150,884	167,649	184,414
Senior Manager Commercial Grain Technologies	636	140,852	156,502	172,152	145,782	161,980	178,178	150,884	167,649	184,414
Senior Manager Discovery	636	140,852	156,502	172,152	145,782	161,980	178,178	150,884	167,649	184,414
Senior Manager Natural Resources	636	140,852	156,502	172,152	145,782	161,980	178,178	150,884	167,649	184,414
Senior Manager Operations & Farm Practices	636	140,852	156,502	172,152	145,782	161,980	178,178	150,884	167,649	184,414
Senior Manager Plant Health	636	140,852	156,502	172,152	145,782	161,980	178,178	150,884	167,649	184,414
Senior Manager Products & Services	636	140,852	156,502	172,152	145,782	161,980	178,178	150,884	167,649	184,414
Manager Commercial Farm Technologies	516	113,642	126,269	138,896	117,619	130,688	143,757	121,736	135,262	148,789
Manager Corporate Communications	516	113,642	126,269	138,896	117,619	130,688	143,757	121,736	135,262	148,789
Manager Delivery Platforms	516	113,642	126,269	138,896	117,619	130,688	143,757	121,736	135,262	148,789
Manager Grower Services North	516	113,642	126,269	138,896	117,619	130,688	143,757	121,736	135,262	148,789
Manager Grower Services South	516	113,642	126,269	138,896	117,619	130,688	143,757	121,736	135,262	148,789
Manager Grower Services West	516	113,642	126,269	138,896	117,619	130,688	143,757	121,736	135,262	148,789
Manager Protection Traits	516	113,642	126,269	138,896	117,619	130,688	143,757	121,736	135,262	148,789
Manager Trial Operations	516	113,642	126,269	138,896	117,619	130,688	143,757	121,736	135,262	148,789
Manager Yields & Quality Traits	516	113,642	126,269	138,896	117,619	130,688	143,757	121,736	135,262	148,789
Section Head Finance & Audit	516	113,642	126,269	138,896	117,619	130,688	143,757	121,736	135,262	148,789
Section Head Planning, Processes & Reporting	516	113,642	126,269	138,896	117,619	130,688	143,757	121,736	135,262	148,789
Corporate Lawyer	451	98,798	109,775	120,753	102,256	113,617	124,979	105,835	117,594	129,353
Impact Business & Portfolio Analysis	451	98,798	109,775	120,753	102,256	113,617	124,979	105,835	117,594	129,353
Manager Finance	451	98,798	109,775	120,753	102,256	113,617	124,979	105,835	117,594	129,353
Manager Information Technology Facilities	451	98,798	109,775	120,753	102,256	113,617	124,979	105,835	117,594	129,353
Publishing Manager	451	98,798	109,775	120,753	102,256	113,617	124,979	105,835	117,594	129,353
Strategic Planning & Reporting	451	98,798	109,775	120,753	102,256	113,617	124,979	105,835	117,594	129,353
Project Manager Breeding Programs	449	98,324	109,249	120,174	101,765	113,072	124,380	105,327	117,030	128,733
Project Manager Farm Practices	449	98,324	109,249	120,174	101,765	113,072	124,380	105,327	117,030	128,733
Project Manager Plant Health	449	98,324	109,249	120,174	101,765	113,072	124,380	105,327	117,030	128,733
Project Manager Resource Management	449	98,324	109,249	120,174	101,765	113,072	124,380	105,327	117,030	128,733
Project Manager Traits	449	98,324	109,249	120,174	101,765	113,072	124,380	105,327	117,030	128,733
Manager Business Processes & Procurement	353	78,003	86,670	95,337	80,733	89,703	98,674	83,559	92,843	102,127
Accountant Reporting	342	75,898	84,331	92,764	78,554	87,283	96,011	81,304	90,338	99,371
Manager Records & Building	342	75,898	84,331	92,764	78,554	87,283	96,011	81,304	90,338	99,371

Position:	Hay Points	Existing salaries at start of agreement			From 1 January 2012 (3.5% increase)			From 1 January 2013 (3.5% increase)		
		90% of Midpoint	Salary Midpoint	110% Midpoint	90% of Midpoint	Salary Midpoint	110% Midpoint	90% of Midpoint	Salary Midpoint	110% of Midpoint
Compliance Coordinator	298	66,029	73,366	80,702	68,340	75,934	83,527	70,732	78,591	86,450
Network Administrator	252	57,428	63,809	70,190	59,438	66,042	72,647	61,518	68,354	75,189
Administrative Coordinator Capacity	245	56,232	62,480	68,728	58,200	64,667	71,133	60,237	66,930	73,623
Communications Coordinator	245	56,232	62,480	68,728	58,200	64,667	71,133	60,237	66,930	73,623
Human Resources Coordinator	245	56,232	62,480	68,728	58,200	64,667	71,133	60,237	66,930	73,623
Contract Payments Officer	245	56,232	62,480	68,728	58,200	64,667	71,133	60,237	66,930	73,623
Contracts Coordinator	245	56,232	62,480	68,728	58,200	64,667	71,133	60,237	66,930	73,623
Executive Assistant	245	56,232	62,480	68,728	58,200	64,667	71,133	60,237	66,930	73,623
Administrative Coordinator (x 5 FTE)	208	50,583	56,204	61,824	52,354	58,171	63,988	54,186	60,207	66,228
Network Support Officer	208	50,583	56,204	61,824	52,354	58,171	63,988	54,186	60,207	66,228
Webmaster	203	49,909	55,455	61,000	51,656	57,396	63,135	53,464	59,404	65,345
Accounts Payable Officer	203	49,909	55,455	61,000	51,656	57,396	63,135	53,464	59,404	65,345
Reception (2 x 0.5 FTE)	122	41,535	46,150	50,765	42,988	47,765	52,541	44,493	49,437	54,380

APPENDIX C - Principles for Workplace Delegates

1. The role of union workplace delegates is to be respected and facilitated.
2. Agencies and workplace delegates must deal with each other in good faith.
3. The rights of union workplace delegates and recognised representatives include but are not limited to:
 - (a) the right to be treated fairly and to perform their role as workplace delegates without any discrimination in their employment;
 - (b) recognition by the agency that endorsed workplace delegates speak on behalf of their members in the workplace;
 - (c) the right to participate in collective bargaining on behalf of those who they represent, as per the *Fair Work Act*;
 - (d) the right to reasonable paid time to provide information to and seek feedback from employees in the workplace;
 - (e) reasonable paid time off to represent union members in the agency at relevant union forums;
 - (f) reasonable access to agency facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union, subject to agency policies and protocols;
 - (g) reasonable paid time during normal working hours to consult with colleagues in the workplace;
 - (h) reasonable access to appropriate training in workplace relations matters including training provided by a union;
 - (i) the right to consultation, and access to relevant information about the workplace and the agency; and
 - (j) the right to reasonable paid time to represent the interests of members to the employer and industrial tribunals.
4. Agencies will seek to facilitate official union communication with employees by means that may include:
 - (a) the use of email as a means of communicating with employees and other means of information sharing, including written materials, electronic billboards and access to websites; and
 - (b) group or individual meetings between employees and their representatives.
5. In exercising their rights, workplace delegates and unions will consider operational issues, GRDC policies and procedures and the likely affect on the efficient operation of the GRDC.

APPENDIX D - Definitions

The following interpretations and/or definitions apply in this Agreement:

Agreement	the <i>GRDC Enterprise Agreement 2011 to 2013</i>
allowances	entitlements payable that do not form part of the salary amounts set out in Appendix B, such as First Aid Allowance, Motor Vehicle Allowance
consultation	employee participation contributing to the decision-making process, not only in appearance but in fact, and providing wherever possible, all relevant information to employees about impending changes or decisions or other issues that will impact on them so that they are able to meaningfully participate in debate. Management in making decisions, taking account of expressed views, and explaining decisions that have been made, including how the views were taken into account.
employee	an ongoing or non-ongoing GRDC employee, whether full time or part-time employed under the <i>Primary Industries and Energy Research and Development Act 1989</i> .
full pay	amounts payable to the employee in their normal course of employment including salary, superannuation, and allowances that are ongoing in nature for example first aid allowance
GRDC	Grains Research and Development Corporation
employee representative	an individual or other entity, including a union, that represents the views of employee/s in a workplace and is elected or chosen by employee/s in a workplace to represent their views to management.
employer	the GRDC
intellectual property	<ul style="list-style-type: none">(a) all developments, discoveries, innovations, inventions, novel or technical designs, procedures, and trade secrets;(b) the entire copyright in all works, including but not limited to all works as defined in the <i>Copyright Act 1968</i>;(c) all designs within the meaning of the <i>Designs Act 1906</i>;(d) all patents and patented applications, processes and products within the meaning of the <i>Patents Act 1990</i>; and(e) any trade name, brand name, common law trademark or trademark within the meaning of the <i>Trademarks Act 1995</i>.(f) all plant breeder's rights within the meaning of the <i>Plant Breeder's Rights Act 1994</i> or other proprietary information concerning genetic or biological material
manager	the person responsible for managing the employee
Managing Director	the individual occupying the position of Executive Director defined by Division 9 of the <i>Primary Industries and Energy Research and Development Act 1989</i> , or his or her delegate
salary	the employee's annual salary excluding any bonuses, additional loadings, premiums, allowances, subsidies or gratuities and superannuation.
union	any legally recognised employee organisation as defined by the <i>Fair Work Act 2009</i> which is able to represent the industrial relations interests of employees in the GRDC
Work Plan	means the plan of work agreed by the GRDC Board early each calendar year, setting the key objectives for the GRDC and employees during that calendar year, and used by the GRDC Board to measure employees' collective performance at the end of the calendar year for the purpose of setting the size of the bonus pool payable under clause 12.15.

APPENDIX E – GRDC Code of Conduct

Issue Date: [date of Agreement]

Revision: 1

1. Application

This Code of Conduct (**Code**) applies to all directors, employees and Panel members (collectively, **Personnel**) of the Grains Research and Development Corporation (**GRDC**) in relation to conduct with and for the GRDC.

2. Reason for the Code

The GRDC Board and management are committed to ensuring GRDC operates at world's best practice. To fulfil this objective the GRDC is committed to adopting the highest professional standards, promoting a culture of ethical behaviour and complying with all applicable laws and standards.

In general, the use of common sense and good judgment will guide Personnel with respect to acceptable conduct, as will acting in accordance with the GRDC Values:

- (a) Commitment and action in meeting the needs of our stakeholders and exceeding their expectations
- (b) Winning as a team
- (c) Achievement of superior results
- (d) Creativity and innovation
- (e) Openness and trust in dealing with people
- (f) A performance-driven culture
- (g) Ethical behaviour in all our activities

3. Key requirements

The following requirements are based closely on the Australian Institute of Company Directors Code of Conduct as at April 2005.

GRDC Personnel:

- (a) must act honestly, in good faith and in the best interests of the GRDC as a whole
- (b) have a duty to use due care and diligence in fulfilling their GRDC role(s) and exercising the powers attached to their GRDC role
- (c) must use the power of GRDC office for a proper purpose, in the best interests of the GRDC as a whole
- (d) must recognise that the primary responsibility is to the GRDC but may, where appropriate, have regard for the interest of its stakeholders
- (e) must not make improper use of information acquired as GRDC Personnel
- (f) must not take improper advantage of the position of GRDC Personnel
- (g) must not allow personal interests, or the interests of any associated person, to conflict with the interests of the GRDC. Where there is an actual or potential conflict of interest, Personnel must disclose the conflict and act in accordance with the GRDC's conflict of interest policy.
- (h) for members of the GRDC Board - must be independent in judgement and actions and take all reasonable steps to be satisfied as to the soundness of decisions taken by the GRDC Board
- (i) who receive confidential information such as "Commercial-in-confidence" or "Staff-in-confidence" information, in the course of their GRDC duties, acknowledge that:
 - (i) confidential information remains the property of the person or organisation from which it was obtained; and

- (ii) it is improper to disclose it, or allow it to be disclosed, unless that disclosure has been authorised by that organisation or the person from whom the information was provided, or is required by law
- (j) should not engage in conduct likely to bring discredit upon the GRDC
- (k) must at all times comply with the spirit as well as the letter of the law and with the principles of this Code.

4. Workplace environment

The GRDC aims to provide a safe work environment in which Personnel can excel. The GRDC will maintain various policies relating to the workplace and fitness for duty. We will attempt to do this in a fair and transparent way with empathy for individual circumstances.

4.1 General requirements

In particular, Personnel must:

- (a) behave in a mature, professional manner at all times.
- (b) follow the reasonable instructions of their supervisor. Problems or questions relating to instructions given should be discussed immediately with the supervisor issuing those instructions.
- (c) ensure that their behaviour does not cause others to feel uncomfortable, does not intimidate, harass or threaten others.
- (d) ensure that their actions do not put others at risk of physical injury.
- (e) endeavour to maintain a sufficient level of health and fitness to allow them to perform their job safely.

4.2 Alcohol and drugs

The GRDC has adopted a low tolerance policy towards the consumption of alcohol and taking of drugs. The GRDC will take disciplinary action, up to and including termination of employment, where GRDC management reasonably concludes that a person's consumption of alcohol or drugs:

- (a) endangers the safety of the person or others, in the workplace;
- (b) may damage the GRDC's reputation; or
- (c) adversely affects the person's work performance.

4.3 Smoking

All GRDC premises and motor vehicles are smoke-free zones. Employees must not smoke in close proximity to GRDC building entrances or vehicle parking areas.

5. Personal use of GRDC resources

Personnel may make reasonable personal use of GRDC resources including phones, internet and email but must not use mail or couriers for personal correspondence. Detailed conditions of use are in Part A of the GRDC Operating Manual, at Information Technology.

Personnel must take reasonable care of GRDC resources in their custody.

6. Reporting of unlawful or unethical behaviour

The GRDC actively encourages ethical behaviour and protection for those who report violations in good faith. The GRDC will ensure that Personnel are not disadvantaged for reporting violations of the Code or other unlawful or unethical conduct, and that matters are dealt with promptly and fairly. For details see the GRDC's Whistleblower Policy.

7. Questions in relation to Code of Conduct

Any questions in relation to this Code should be referred to the Executive Manager, Corporate Services.