

**PELCORP PTY LTD T/A
BG BRISBANE AND BRISBANE MARKET
REPACKERS**

EMPLOYEE COLLECTIVE AGREEMENT 2009

This Collective Agreement will be a workplace agreement between the 'Employer', Pelcorp Pty Ltd t/a BG Brisbane ABN No 66 385 735 076 and Brisbane Market Repackers ABN No. 65 125 941 719 and their staff members for whom the Agreement's classification levels apply. This Agreement will operate in adherence to the rules and regulations of the *Workplace Relations Act 1996* including the Australian Fair Pay and Conditions Standard.

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PELCORP PTY LTD T/A BG BRISBANE AND BRISBANE MARKET REPACKERS EMPLOYEE COLLECTIVE AGREEMENT 2009

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Agreement shall be known as the Pelcorp Pty Ltd t/a BG Brisbane and Brisbane Market Repackers Employee Collective Agreement 2009

1.2 Period of Operation

This agreement shall commence operation from the seventh (7th) day after the Workplace Authority issues notice that the Agreement has passed the no-disadvantage test and shall remain in force for a nominal period of 5 (five) years.

The agreement shall be administratively applied from the date of lodgement with the Workplace Authority.

1.3 Scope of Agreement

This Agreement and any policies and procedures of Pelcorp Pty Ltd t/a BG Brisbane and Brisbane Market Repackers, covers all of the terms, conditions and entitlements of the Employee's employment and operates to the exclusion of any other agreements or awards. No extra claims will be made during the term of this Agreement.

Clauses 4.3.3 (Casual Loading), 6.2.2 (Saturday Work), 6.5 (Overtime), 6.6 (Time off in Lieu), 6.3.2 (Night Work Allowance), 7.1.5(b) (Annual Leave Loading), 7.6.2 (Public Holidays – Time Worked) and 7.6.4 (Public Holidays - Other arrangements) of this agreement shall not apply where the Employee is in receipt of an hourly rate which is in excess of 33 1/3 % of the Agreement rate of pay under the appropriate Skill Level, as prescribed by clause 5.2 and 5.3 of this Agreement, for the particular Classification and Skill Level under which the employee is engaged.

1.4 Definitions

1.4.1 "Brismark" means the Queensland Chamber of Fruit and Vegetable Industries Co-operative Limited of Sherwood Road Rocklea, Brisbane QLD.

1.4.2 "Commission" shall mean the Australian Industrial Relations Commission or any subsequent statutory body

1.4.3 "Store Worker" means any employee engaged in unloading, receiving, handling, storing, sorting, stacking, packing, dispatching and/or delivery of any produce, fruit and/or vegetables (minimal customer liaison). If an employer or salesperson sets the price of any item, then a store worker can inform a customer of that price, without being classified as a salesperson

- 1.4.4 "Salesperson" means an employee classified as such engaged in communicating with suppliers, determining selling prices, selling, documenting sales, deliveries and returns and in receiving, storing, stacking and dispatching of fruit and/or vegetables.
- 1.4.5 "Office Worker" shall include any person employed either exclusively or principally in the pursuit or vocation of writing, engrossing, typing, calculating, whether by ordinary means or by means of any process calculated to achieve a like result; and/or in invoicing, billing, charging, recording, checking, or otherwise dealing with records, documents, writings, correspondence, attending telephone switchboards, receiving and answering telephone calls, books, and accounts of any person, firm, company, association, or corporation.

PART 2 - CONSULTATION AND DISPUTE RESOLUTION

2.1 Dispute Settlement Procedure

In the event a dispute arises between an employee and the employer in relation to a matter arising under this agreement, it will be dealt with in the following manner:

- 2.1.1 In the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, then discussions between the employee or employees concerned and more senior levels of management will be appropriate.
- 2.1.2 A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- 2.1.3 If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Australian Industrial Relations Commission (the Commission) for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 2.1.4 It is a term of this agreement that while the dispute resolution procedure is being conducted, work shall continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety.
- 2.1.5 The decision of the Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench

PART 3 – INCIDENTAL AND PERIPHERAL DUTIES

- 3.1 The Employer may direct an employee to carry out duties, which are reasonable and within the limits of the employee's skill, competence and training.
- 3.2 The Employer may direct an employee to carry out any duty and use tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
- 3.3 Any direction by the Employer under this provision will be consistent with the Employer's obligation to provide a safe and healthy working environment

PART 4 - TERMS AND CONDITIONS OF EMPLOYMENT

4.1 Contract of Employment

- 4.1.1 Employees may be engaged on either a full-time, part-time or casual basis under this agreement.
- 4.1.2 When an employee commences employment, the employee will be provided with a letter of appointment which sets out the employee's:
 - Classification level;
 - Rate of Pay
 - Employment category, ie full-time, part-time or casual;
 - General Conditions of employment

4.2 Probationary Period

- 4.2.1 All Full Time and Part Time employees will be on probation for a period 3 months from the date of commencement of their employment.
- 4.2.2 During this period the Employer will review and assess the employees work performance.
- 4.2.3 The Employer may terminate the employee's employment at any time during the probationary period by giving the employee one day's notice or paying the employee one day's pay in lieu of notice. During the probationary period, the Employee may also terminate their employment with the Employer by providing one day's notice to the Employer.
- 4.2.4 For clarity, nothing in this Agreement impacts on the 6 month qualifying period as outlined in section 643(7) of the Workplace Relations Act 1996 (Cth).

4.3 Casual Employment

- 4.3.1 A casual employee is an employee who is engaged as such on an hourly basis for a minimum of 4 hours on each engagement completed between Tenant Entry Time (as defined by the Brisbane Market Bylaws and Regulations), and 3.00 p.m. each afternoon, Monday to Friday. The minimum period of engagement shall be 2 hours at all other times. A casual employee may leave their employers' service or be discharged at any time without notice.
- 4.3.2 Unless the employer notifies a casual employee before ordinary ceasing time on any one day that their services will not be required on the following day, or specifies the period for which the casual employee's services will be required, such casual employee shall be provided with 2 hours' work, or payment in lieu.
- 4.3.3 Casual employees will receive a 23% loading in addition to the hourly rates prescribed by clause 5.2, which is paid in lieu of all leave entitlements (except Long Service Leave).

4.4 Part-Time Employment

- 4.4.1 A part-time employee is an employee who is employed for not less than 16 hours per week and for not more than 32 ordinary hours per week.
- 4.4.2 Part time employees will be rostered to work regular hours on regular days in accordance with the provisions for permanent employees.
- 4.4.3 At the time of engagement the employer and the regular part-time employee will agree in writing the number of ordinary hours to be worked each week. For the purpose of determining the regularity or otherwise of the hours, the parties may agree to averaging ordinary hours over a period of 4 weeks. Any agreed amendment to the number of ordinary weekly hours worked will be recorded in writing.
- 4.4.4 Part-time employees will be paid at the hourly rate prescribed by clause 5.2 for the appropriate classification with a minimum of 3 consecutive hours on any day that work is performed.
- 4.4.5 Part-time employees will receive entitlements prescribed for full-time employees on a pro-rata basis, based on the number of hours worked.
- 4.4.6 Subject to the provisions contained in clause 4.4, all other provisions of the Agreement relevant to full-time employees shall apply to part time employees.

4.5 Termination of Employment

- 4.5.1 Except in the case of casual employees, where the employment relationship is to be terminated notice will be given, or paid in lieu of or forfeited in lieu thereof as follows:

Period of Continuous Service	Period of Notice
not more than 1 year	1 week
more than 1 year, but not more than 3 years	2 weeks
more than 3 years, but not more than 5 years	3 weeks
more than 5 years	4 weeks

- 4.5.2 In addition to the notice in clause 4.5.1, employees over 45 years of age at the time the employer gives notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.
- 4.5.3 In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned shall be used.
- 4.5.4 The period of notice in clause 4.5.1 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.
- 4.5.5 To terminate the contract of employment a full-time or part-time employee must give at least one week's notice or forfeit a maximum of one week's pay in lieu thereof.

4.6 Redundancy

- 4.6.1 Where an employer decides that they no longer wish the job the employee has been doing to be done by any one, and this is not due to the ordinary turnover of labour, the employer shall consult with the employee directly affected.
- 4.6.2 For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned all relevant information about the proposed terminations including the reasons for the proposed terminations, the numbers and categories of employees likely to be affected and the period over which the terminations are likely to be carried out.
- 4.6.3 Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.6.1 the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

4.6.4 If the employee's employment is ended because of redundancy then, as well as notice prescribed for ordinary termination (as per clause 4.5), the Employer will pay the employee a severance payment (which is an extra and final payment) based on the following:

Period of Continuous Service	Severance Pay
Less than one year	nil
One year and less than two years	4 weeks
Two years and less than three years	6 weeks
Three years and less than four years	7 weeks
Four years and less than five years	8 weeks
Five years and less than six years	9 weeks
Six years and less than seven years	10 weeks
Seven years and less than eight years	11 weeks
Eight years and less than nine years	12 weeks
Nine years and less than ten years	13 weeks
Ten years and less than eleven years	14 weeks
Eleven years and less than twelve years	15 weeks
More than twelve years	16 weeks

4.6.5 "Weeks' Pay" means the ordinary time rate of pay for the employee concerned provided that overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time, allowances, bonuses and any other ancillary payments are excluded from the calculation of the ordinary time rate of pay.

4.6.6 Employee leaving during notice

An employee whose employment is terminated for reasons set out in clause 4.6, may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the Employer until the expiry of such notice, provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.6.7 Employees Exempt

Severance pay shall not apply to employees with less than one year's continuous service or where employment is terminated as a consequence of misconduct on the part of the employee or employees engaged for a specific period or task(s) or casual employees.

4.6.8 Employers Exempt

Clause 4.6 of this Agreement shall not apply to an employer that employs a total of less than 15 staff.

4.6.9 Exemption Where Transmission of Business

The provisions of clause 4.6.4 are not applicable where a business is before or after the date of the insertion of this clause into the Agreement, transmitted from an employer (transmitter) to another employer (transmittee), in any of the following circumstances:

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classification Structure

5.1.1 Skill Levels - Store Workers

The following describes the skill levels for Store Workers (as per the definition in clause 1.4.3) employed under this Agreement:

(1) Store Worker Level 1:

- (a) Key Attributes - An employee at this level performs to the capacity of their training and experience, as required and:
 - (i) is responsible for the quality of their own work subject to routine supervision;
 - (ii) works under routine supervision either individually or in a team environment;
 - (iii) exercises discretion within the scope of their level of skills and training; and
 - (iv) is employed primarily in the role of storing, packing, loading and unloading fruit and vegetables.
- (b) Sample Tasks - Indicative of some of the tasks which an employee at this level may perform, are the following:
 - (i) storing and packing of goods and materials in accordance with appropriate procedures and/or regulations;
 - (ii) loading and unloading vehicles;
 - (iii) periodic housekeeping and stock checks;
 - (iv) maintenance of records regarding product receipt, delivery or movement, as required;
 - (v) cleaning up warehouses and selling floors;
 - (vi) picking over product; and
 - (vii) allocation and product movement to and from specific warehouse and selling floor areas.
- (c) Advancement Criteria:
 - (i) An employee remains at this level until they have completed the necessary training and are capable of effectively performing through assessment or appropriate certification the tasks

required to enable them to progress to the next level as a position becomes available.

- (ii) Employees must be effectively and competently performing their tasks under this skill level to be eligible for advancement to the next level.

(2) Store Worker Level 2:

- (a) Key Attributes - An employee at this level performs work above and beyond the skills of an employee at Store Worker level 1 and to the capacity of their training and experience, as required and:
 - (i) is responsible for the quality of their own work;
 - (ii) performs work requiring minimal supervision, either individually or in a team environment;
 - (iii) exercises discretion within the scope of their level of skills and training;
 - (iv) gains and holds appropriate qualifications and licences (including a forklift licence) as required;
 - (v) is expected, and may be required, to perform tasks at a lower skill level; and
 - (vi) has a responsibility in ensuring that correct procedures are followed in the receipt, packing, sorting, storage and dispatch of produce.
- (b) Sample Tasks - Indicative of some of the tasks which an employee at this level may perform, in addition to the sample tasks of the lower skill level, are the following:
 - (i) inventory and store control;
 - (ii) licensed operation of all appropriate materials handling equipment;
 - (iii) use of tools and equipment within the scope of basic maintenance;
 - (iv) basic Computer operation;
 - (v) sorting and sizing product, and packing as required;
 - (vi) quality control over product; and
 - (vii) preparation and receipt of documents relating to the receipt and dispatch and delivery of goods.

(c) Eligibility Provisions –

- (i) To be eligible for advancement to this level, a store worker must have a minimum of 2 years' experience in the stores industry with at least one year in fruit and vegetable storage.
- (ii) Certificate I in Transport & Distributions (Warehousing and Storage) or be assessed as competent in the skills required to successfully complete this course level

(d) Advancement Criteria:

- (i) An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required to enable them to progress to the next level as a position becomes available.
- (ii) Employees must be effectively and competently performing their tasks under this skill level, to be eligible for advancement to the next level.

(3) Store Worker Level 3:

(a) Key Attributes - An employee at this level performs work above and beyond the skills of an employee at Store Worker Level 2 and to the capacity of their training and experience, as required and:

- (i) is responsible for the quality of their own work and the checking of the quality of others' work;
- (ii) works from instructions and procedures according to the task at hand and the employer's policies and objectives;
- (iii) co-ordinates work in a team environment or works individually under general supervision;
- (iv) gains and holds appropriate licences (including a forklift and commercial vehicle licence) as required;
- (v) is expected, and may be required, to perform tasks at a lower skill level; and
- (vi) maintains a significant role in organising and carrying out product movement and storage functions.

(b) Sample Tasks - Indicative of some of the tasks which an employee at this level may perform, in addition to the sample tasks of lower skill levels, are the following:

- (i) use of a Computer and keyboard for purposes in addition to simple transaction details;
 - (ii) development and refinement of a stores layout, including proper location of goods and their receipt, dispatch and delivery;
 - (iii) quality control of produce and/or packaging and processing lines;
 - (iv) stock control and recording in maintaining efficient rotation and movement through warehouses.
- (c) Eligibility Provisions:
- (i) To be eligible for advancement to this level, a Store Worker must have a minimum of 3 years' experience in the stores industry with at least 2 years in fruit and vegetable storage and be familiar with the various kinds of fruit and vegetables seen in the Brisbane Market and the various preferred handling procedures for same.
 - (ii) A Certificate II in Transport and Distribution (Warehousing and Storage) or be assessed as competent in the skills required to successfully complete this course level.
- (d) Advancement Criteria:
- (i) An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required to enable them to progress to the next level as a position becomes available.
 - (ii) Employees must be effectively and competently performing their tasks under this level to be eligible for advancement to the next level.

(4) Store Worker Level 4:

- (a) Key Attributes - An employee at this level performs work above and beyond the skills of an employee at Store Worker Level 3, and to the level of their training and experience, as required, and:
 - (i) implements and exercises quality control techniques and procedures;
 - (ii) performs work under Management supervision and/or according to Management policy;
 - (iii) has the ability to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction.

- (iv) gains and holds appropriate qualifications and licences as required;
 - (v) is expected, and may be required, to perform tasks at a lower skill level;
 - (vi) possesses a highly developed level of interpersonal and communication skills;
 - (vii) has a sound knowledge of the employer's operations as it relates to product handling, storage and throughput.
- (b) Sample Tasks - Indicative of the tasks which an employee at this level may perform, in addition to the sample tasks of lower skill levels, are as follows:
- (i) operation under licence and supervision of all materials handling and transport equipment;
 - (ii) liaison with management, suppliers and customers with respect to stores operations;
 - (iii) detailing and co-ordinating activities of other Store Workers;
 - (iv) maintaining control registers including inventory control and be responsible for the preparation and reconciliation of regular reports or stock movement, despatches, deliveries etc.;
 - (v) complex Computer and keyboard operation.
- (c) Eligibility Provisions:
- (i) To be eligible for advancement to this level, a Store Worker must have a minimum of 5 years' experience in the stores industry with at least 4 years in fruit and vegetable storage.
 - (ii) They must possess a Certificate III in Transport and Distribution (Warehousing and Storage) or be assessed as competent in the skills required to successfully complete this course level.

5.1.2 Skill Levels - Salespersons

The following describes the skill levels for Salespersons (as per the definition in clause 1.4.4) employed under this Agreement:

(1) Salesperson - Level 1:

- (a) Key Attributes - An employee at this level performs to the capacity of their training and experience, as required and:
 - (i) is responsible for the quality of their own work subject to routine supervision;
 - (ii) works under routine supervision either individually or in a team environment;
 - (iii) exercises discretion within the scope of their level of skills and training;
 - (iv) gains and holds the necessary qualifications and licences as required; and
 - (v) is employed primarily in the role of selling farm produce.
- (b) Sample Tasks - Indicative of some of the tasks which an employee at this level may perform, are the following:
 - (i) negotiating with buyers for settlement of sales transactions;
 - (ii) maintenance of records;
 - (iii) allocation and product movement to and from specific warehouse and selling floor areas;
 - (iv) periodic housekeeping and stock checks;
 - (v) storing and packing of goods and materials in accordance with appropriate procedures and/or regulations;
 - (vi) preparation and receipt of appropriate documentation including liaison with suppliers;
 - (vii) picking over product;
 - (viii) cleaning up the Selling Floor.
- (c) Advancement Criteria:
 - (i) An employee remains at this level until they have completed the necessary training and are capable of effectively performing through assessment or appropriate certification the tasks

required to enable them to progress to the next level as a position becomes available.

- (ii) Employees must be effectively and competently performing their tasks under this skill level, to be eligible for advancement to the next level.

(2) Salesperson - Level 2:

- (a) Key Attributes - An employee at this level performs work above and beyond the skills of an employee at Salesperson Level 1, to the capacity of their training and experience, as required and:
 - (i) is responsible for the quality of their own work;
 - (ii) performs work requiring minimal supervision either individually or in a team environment;
 - (iii) exercises discretion within the scope of their level of skills and training;
 - (iv) gains and holds the necessary qualifications and licences as required;
 - (v) is expected, and may be required, to perform tasks at a lower skill level;
 - (vi) has general contact with customers in the sale and dispatch of produce.
- (b) Sample Tasks - Indicative of some of the tasks which an employee at this level may perform, in addition to the sample tasks at the lower skill level, are the following:
 - (i) licensed operation of all appropriate materials handling equipment;
 - (ii) control of inventory on selling floors;
 - (iii) basic Computer operation;
 - (iv) supplier contact and negotiation;
 - (v) sales settlement and follow-up;
 - (vi) buyer contact and dispute settlement;
 - (vii) basic keyboard operations.
- (c) Eligibility Provisions:

- (i) To be eligible for advancement to this grade, salespeople must have a minimum of 2 years' selling experience with one year in fruit and vegetables.
 - (ii) Furthermore, they must have completed the appropriate units of the Sales Person Development Program or equivalent.
- (d) Advancement Criteria:
- (i) An employee remains at this level until they have completed the necessary training and are capable of effectively performing through assessment or appropriate certification the tasks required to enable them to progress to the next level as a position becomes available.
 - (ii) Employees must be effectively and competently performing their tasks under this skill level to be eligible for advancement to the next level.

(3) Salesperson - Level 3:

- (a) Key Attributes - An employee at this level performs work above and beyond the skills of an employee at Salesperson Level 2 and to the capacity of their training and experience, as required and:
- (i) is responsible for the quality of their own work and the checking of the quality of others' work;
 - (ii) works from instructions and procedures according to the task at hand and the employer's policies and objectives;
 - (iii) co-ordinates work in a team environment or works individually under general supervision;
 - (iv) gains and holds the necessary qualifications and licences as required;
 - (v) is expected, and may be required, to perform tasks at a lower skill level;
 - (vi) possesses a moderate level of interpersonal and communication skills; and
 - (vii) has direct contact with both suppliers and customers in pursuing the sales objectives of the business and in setting prices and settling disputes.
- (b) Sample Tasks - Indicative of some of the tasks which an employee at this level may perform, in addition to the sample tasks at lower skill levels, are as follows:

- (i) operation of all materials handling equipment under licence;
 - (ii) use of a Computer and keyboard for purposes in addition to simple transaction details;
 - (iii) supplier contact and negotiation;
 - (iv) buyer contact and dispute settlement;
 - (v) stock control;
 - (vi) sales settlement, documentation and follow-up;
 - (vii) exercising quality control;
 - (viii) monitoring of selling prices both within the Market and elsewhere;
 - (ix) determination of both buying and selling prices in consultation with Management, where no Salesperson Level 4 is employed;
 - (x) provision of input to budgeting exercises;
 - (xi) visiting growing areas to liaise with suppliers and potential suppliers.
- (c) Eligibility Provisions:
- (i) To be eligible for advancement to this level, a salesperson must have a minimum of 3 years' selling experience with at least 2 (2) years in fruit and vegetables.
 - (ii) Furthermore, they must have successfully completed the appropriate units from the Sales Person Development Program or equivalent.
- (d) Advancement Criteria:
- (i) An employee remains at this level until they have completed the necessary training, and are capable of effectively performing through assessment or appropriate certification the tasks required to enable them to progress to the next level as a position becomes available.
 - (ii) Employees must be effectively and competently performing their tasks under this skill level to be eligible for advancement to the next level.

(4) Salesperson - Level 4:

- (a) Key Attributes - An employee at this level performs work above and beyond the skills of an employee at Salesperson Level 3 and to the capacity of their training and experience, as required and:
- (i) implements and exercises quality control techniques and procedures;
 - (ii) performs work under Management supervision and/or according to Management policy;
 - (iii) supervises and provides direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction;
 - (iv) maintains and develops the relationship with suppliers and customers alike so as to enhance the sales prospects of the business according to Management's objectives.
 - (v) gains and holds the necessary qualifications and licences as required;
 - (vi) is expected, and may be required to perform tasks at a lower skill level;
 - (vii) possesses a highly developed level of interpersonal and communication skills;
 - (viii) has a sound knowledge of the employer's operations as it relates to the buying and selling function and all aspects of operations of the selling floor;
 - (ix) Provides substantial input into budgeting, public relations, and promotion activities.
- (b) Sample Tasks - Indicative of the tasks which an employee at this level may perform, in addition to sample tasks at lower skill levels, are as follows:
- (i) operation, under licence, and supervision of all materials handling and transport equipment;
 - (ii) liaison with management, suppliers and buyers, with respect to product supply and sales;
 - (iii) detailing and co-ordination of the activities of other salespersons;
 - (iv) complex Computer and keyboard operation;

- (v) maintain control registers including inventory control and be responsible for the preparation and reconciliation of regular reports on stock movement, despatches, etc.;
 - (vi) attending to all aspects of sales, sales documentation and follow-up, as required;
 - (vii) visiting growing areas as required;
 - (viii) providing sales budgets.
- (c) Eligibility Provisions:
- (i) To be eligible for advancement to this level, a salesman must have a minimum of 5 years' selling experience with at least 4 years in fruit and vegetables.
 - (ii) Successfully completed the Sales Person Development Program or equivalent as well as an accredited course in Horticultural Postharvest Technology, nominated or accepted by Brismark.

5.1.3 Skill Levels - Office Workers

The following describes the skill levels for Office Workers (as per the definition in clause 1.4.5) employed under this Agreement.

(1) Office Worker - Level 1:

- (a) Key Attributes - An employee at this level performs to the capacity of their training and experience, as required and:
 - (i) is responsible for the quality of their own work subject to routine supervision;
 - (ii) works under routine supervision either individually or in a team environment;
 - (iii) exercises discretion within the scope of their level of skills and training;
 - (iv) is employed primarily in the role of general office work; and
 - (v) is to have basic communication skills, including an ability to read, write and speak English, and basic numeracy skills.
- (b) Sample Tasks - Indicative of some of the tasks which an employee at this level may perform are the following:
 - (i) operation of a photocopy or facsimile machine;
 - (ii) mailing, filing and collating;
 - (iii) answering the telephone or simple counter enquiries;
 - (iv) messenger work, such as making deliveries or picking up mail or office requisites;
 - (v) simple cash sale transactions;
 - (vi) petty cash transactions;
 - (vii) calculator use.
- (c) Advancement Criteria:
 - (i) An employee remains at this level until they have completed the necessary training and are capable of effectively performing their tasks under this skill level by assessment, or have completed the first 7 modules of the Brisbane Markets Certificate III in Transport & Distribution (Administration) or the Brisbane Markets Certificate III in Business Administration or equivalent. They will then be able to progress to the next level as a position becomes available.

(2) Office Worker - Level 2

- (a) Key Attributes - An employee at this level performs to the capacity of their training and experience as required, and:
- (i) is responsible for the quality of their own work;
 - (ii) performs work requiring minimal supervision, either individually or in a team environment;
 - (iii) exercises discretion within the scope of their level of skills and training;
 - (iv) is expected, and may be required to perform tasks at a lower skill level;
 - (v) undertakes a range of duties which have established routines, methods and procedures; and
 - (vi) has a basic knowledge of the organisation's structure so that they can redirect enquiries/documents and problems to the appropriate person.
- (b) Sample Tasks - Indicative of some of the tasks which an employee at this level may perform, in addition to the sample tasks at the lower skill level, are the following:
- (i) information recording and note taking;
 - (ii) reception/enquiries and telephonist duties;
 - (iii) document collating;
 - (iv) typing and basic data entry;
 - (v) basic financial record keeping, control of petty cash, and reconciliation of financial transactions;
 - (vi) cashier duties.
- (c) Advancement Criteria:
- (i) An employee remains at this level until they have completed the necessary training and are capable of effectively performing their tasks under this skill level by assessment, or have completed the first 14 modules of the Brisbane Markets Certificate III in Transport & Distribution (Administration) or the Brisbane Markets Certificate III in Business Administration or equivalent. They will then be able to progress to the next level as a position becomes available.

(3) Office Worker - Level 3:

- (a) Key Attributes - An employee at this level performs work above and beyond the skills of an employee at Office Worker Level 2 and to the capacity of their training and experience, as required and:
- (i) is responsible for the quality of their own work and the checking of the quality of others' work;
 - (ii) works from instructions and procedures according to the task at hand and the employer's policies and objectives;
 - (iii) co-ordinates work in a team environment or works individually under general supervision;
 - (iv) holds the necessary qualifications, as required;
 - (v) is expected, and may be required, to perform tasks at a lower skill level;
 - (vi) has a sound knowledge of the business structure, its systems, procedures and its products;
 - (vii) may plan and supervise the work of up to a maximum of 5 employees.
- (b) Sample Tasks - Indicative of some of the tasks which an employee at this level may perform, in addition to the sample tasks at lower skill levels, are the following:
- (i) letter composition, compiling travel itineraries, servicing meetings;
 - (ii) audio transcription, word processing, typing, data processing, shorthand transcription, computer operation and secretarial duties;
 - (iii) higher level financial record keeping, such as accounts (including reconciliation of creditor statements), payroll, credit, purchasing/sales, writing up cash books, drawing cheques, and bank reconciliation's;
 - (iv) administrative aspects of stock control;
 - (v) provision of basic in-house training in clerical/administrative related activities;
 - (vi) purchasing office requisites;
 - (vii) budgetary input;

- (viii) payment of wages;
- (ix) completion of various statutory returns.
- (c) Eligibility Provisions:
 - (i) To be eligible for advancement to this level, an office worker must have a minimum of 3 years' experience in office work.
- (d) Advancement Criteria:
 - (i) An employee remains at this level until they have completed the necessary training and are capable of effectively performing their tasks under this skill level by assessment, or have successfully completed the Brisbane Markets Certificate III in Transport & Distribution (Administration) or the Brisbane Markets Certificate III in Business Administration or equivalent. They will then be able to progress to the next level as a position becomes available.

(4) Office Worker - Level 4

- (a) Key Attributes - An employee at this level performs work above and beyond the skills of an employee at Office Worker Level 3 and to the capacity of their training and experience, as required and:
 - (i) implements and exercises quality control techniques and procedures for work conducted;
 - (ii) performs work under Management supervision or according to Management policy;
 - (iii) holds the necessary qualifications as required;
 - (iv) is expected, and may be required, to perform tasks at a lower skill level;
 - (v) has extensive knowledge of the business structure, its operation and the industry in which it operates; and
 - (vi) may plan and supervise the work of 5 or more employees.
- (b) Sample Tasks - Indicative of some of the tasks which an employee at this level may perform, in addition to the sample tasks at lower skill levels, are the following:
 - (i) report writing;
 - (ii) computer based applications and detailed data processing;
 - (iii) client/public liaison;

- (iv) advanced record keeping functions, such as areas of general ledger, accounts and credit;
 - (v) office management;
 - (vi) control over office output and productivity;
 - (vii) controlling office requisites;
 - (viii) production of cost budgets;
 - (ix) payment of Wages and Salaries, including keeping of records and producing group certificates; and
 - (x) coordinating and conducting in-house training in clerical/administrative activities.
- (c) Eligibility Provisions:
- (i) To be eligible for advancement to this level, an office worker must also have a minimum of 5 years' experience in office work, with one year's experience in a Central Fruit and Vegetable Market;
 - (ii) Furthermore, they must have completed the Brisbane Markets Certificate III in Transport & Distribution (Administration) or the Brisbane Markets Certificate III in Business Administration or equivalent.

5.1.4 Skill Level Advancement

- (a) An eligible employee shall make written application for any vacancies to their employer for such advancement, stating their grounds and reasons and supplying all the necessary supporting documentation.
- (b) Upon receipt of an employee's application the employer shall advise the employee within 30 days of their success or otherwise in gaining the advancement.
- (c) Should the employer refuse the advancement, they will give written reasons to the employee why such a decision was made.
- (d) An employee can make an appeal regarding the decision made by the employer pursuant to clause 2.1.

5.2 Wage rates

5.2.1 The minimum weekly rates of pay for Full-Time Employees will be based on the following:

- A Store Worker or Sale persons classification, is based on thirty-eight (38) hours plus two (2) additional hours paid at ordinary time rate of pay (40 hours per week)
- A Office Worker classification is based on a thirty-eight (38) hour week

5.2.2 Rates for casual employees in this pay scale are based on a loading of 23% on the relevant basic hourly rate.

Classification	Skill Level	Full Time Weekly Pay	Full time and Part Time Hourly Rate	Casual Rate
Store Worker	1	\$599.20	\$14.98	\$18.43
	1 (after 3 months)	\$604.00	\$15.10	\$18.57
	2	\$624.00	\$15.60	\$19.19
	3	\$644.00	\$16.10	\$19.80
	4	\$672.80	\$16.82	\$20.69
Salespersons	1	\$604.80	\$15.12	\$18.60
	2	\$630.40	\$15.76	\$19.38
	3	\$650.40	\$16.26	\$20.00
	4	\$680.00	\$17.00	\$20.91
Office Worker	1	\$614.46	\$16.17	\$19.89
	2	\$629.66	\$16.57	\$20.38
	3	\$650.56	\$17.12	\$21.06
	4	\$673.36	\$17.72	\$21.80

5.3 Junior wage rates

5.3.1 Store Workers and Salespersons

	Percentage of the appropriate skill level
	%
15 and under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	75
20 and under 21 years of age	85
21 years of age	100

An employee who has achieved skill level 2 shall be paid the appropriate percentage above of skill level 2.

5.3.2 Office Worker

	Percentage of the appropriate Skill Level
	%
15 and under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	75
20 and under 21 years of age	85
21 and under 22 years of age	95
22 and under 23 years of age	98
23 years of age	100

An employee who has achieved skill level 2 shall be paid the appropriate percentage above of skill level 2.

No junior rates of pay shall apply to junior employees employed under Skill Levels 3 or 4 of the Classification of Office Worker.

5.4 Wage Increases

Wage rates as prescribed by clause 5.2 and 5.3 will be increased annually in accordance with the percentage increases applied to the minimum wage order as determined by Fair Work Australia.

No employee shall suffer a reduction of his or her wage rate as a result of the implementation of this Agreement. However, where an employee's rate of pay is above the classification rate at the time of implementation, any subsequent wage rate increases may be absorbed into the Employee's rate of pay until the classification rate "catches-up" to the Employee's rate of pay.

5.5 Mixed Functions

5.5.1 Any employee employed under the job classification of either Store Worker or Salesperson, may be required to fill a position under either classification at any skill level subject to clauses 5.5.3 and 5.5.4.

5.5.2 Any employee employed under the job classification of Office Worker may be required to fill a position within that classification, at any skill level subject to clauses 5.5.3 and 5.5.4.

5.5.3 Where an employee performs a task outside their current skill level for more than 5 hours in any one week, and where the appropriate rate of wages for the allocated task under this agreement is in excess of what the employee currently receives, the employee shall be temporarily paid for the time worked in that position, at the rate of wages relevant to that position.

5.5.4 Where an employee performs a task outside their current skill level, and where the appropriate rate of wages is less than what the employee currently earns, the employee will continue to be paid at their current rate of wages.

5.6 Payment of wages

Payment of wages shall be made fortnightly, except where otherwise mutually agreed between the employer and the majority of employees, but in any event at no greater intervals than fortnightly. Wages may be paid by electronic funds transfer, directly into a Bank or Building Society account of the employee's choice, where the majority of employees agree.

5.7 Superannuation

Employees will be paid occupational superannuation under this agreement. The terms and conditions will be stipulated in the *Superannuation Guarantee (Charge) Act 1992* and the *Superannuation Guarantee (Administration) Act 1992* and regulations.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

6.1 Hours of work

6.1.1 The ordinary hours of work will be 38 hours per week plus 2 reasonable additional hours paid at ordinary time rates.

6.1.2 The ordinary hours of work prescribed in clause 6.1.1 shall not exceed 10 hours of ordinary time and can be worked on any one day.

6.1.3 Each day's starting and finishing times of employees may be staggered.

6.1.4 Preparation for starting and finishing work is to be in the employee's time, including washing hands, and changing clothes etc.

6.1.5 Rostering -

(a) The roster of ordinary hours and overtime shall be in accordance with the operational requirements of the Company. The Company will consult with the employees regarding the employee's rostered hours; provided that where no agreement can be reached, the Company shall have the final determination having regard to the operational requirements of the business.

(b) An employee will be given a minimum of 48 hours' notice of change to their shift or in their usual hours of engagement. By agreement with the employee, the minimum period of notice can be waived.

- 6.1.6 Time off between shifts - Employees will have at least ten (10) consecutive hours off duty between work on successive days. Where the Employer's operational requirements necessitate a shorter period between work on successive days the Employer and Employee may agree to have a minimum of eight (8) consecutive hours off duty between work on successive days.

6.2 Day Staff – Hours of Work

- 6.2.1 The ordinary hours of work will be 38 hours per week plus 2 reasonable additional hours paid at ordinary time rates to be worked between:
- 4.00 a.m. and 4.00 p.m., Monday;
 - 5.00 a.m. to 5.00 p.m. Tuesday to Friday inclusive; and
 - 9.00 a.m. to 5.00 p.m. on Saturday.

Commencing times may be staggered as determined by the employer.

- 6.2.2 All work performed by *day staff* during ordinary hours on Saturday shall be paid for at the rate of time and a-half for the first 4 hours and double time thereafter.

6.3 Night Staff – Hours of Work

- 6.3.1 The ordinary hours of work for Night staff will be 38 hours per week plus 2 reasonable additional hours paid at ordinary time rates to be worked between 11.00 p.m. (Sunday to Thursday inclusive) to 11.00 a.m. (Monday to Friday inclusive). Commencing times may be staggered as determined by the employer.

- 6.3.2 Night staff are to be paid a Night Work Allowance of 5% over the prescribed rate of pay.

6.4 Office Workers - Hours of work

- 6.4.1 Notwithstanding the above, the ordinary hours of work will be 38 hours per week averaged over a consecutive period of four (4) weeks (152 hours per month) plus reasonable additional hours.

- 6.4.2 Where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

6.5 Overtime

- 6.5.1 All overtime worked within the spread of ordinary working hours is to be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.
- 6.5.2 All time worked outside the spread of ordinary working hours shall be paid for at the rate of double time.
- 6.5.3 Except where otherwise mutually agreed or where notification of overtime has been given on the previous day, when overtime is worked for more than 2 hours after the usual ceasing time, the employee shall be paid \$9.60 meal allowance.
- 6.5.4 Except where otherwise mutually agreed, when an employee is required to work overtime for more than 2 hours after the usual ceasing time, and works through the meal break, payment for such meal break shall be at double time.
- 6.5.5 Notwithstanding the provisions of clause 6.5.4, an employee may elect, with the agreement of the employer, to take the prescribed meal breaks at the completion of overtime worked.

6.6 Time in Lieu

- 6.6.1 Upon agreement between the employer and employee the normal time hour's equivalent of the overtime hours worked in any pay period can be given as time off in lieu of payment for such overtime hours worked.
- 6.6.2 Any agreed time off can be taken at a time mutually agreed between the employer and the employee. Agreed time off must be taken within three calendar months of the date the original overtime was worked. If a suitable time cannot be mutually agreed, the employer may instead direct the employee to take the Time in Lieu at a specified time OR to pay the employee at the normal overtime rate.

6.7 Rest Periods / Meal Breaks

- 6.7.1 Every employee covered by this Agreement shall be entitled to a rest pause of 20 minutes duration in the employer's time, during each shift worked. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.
- 6.7.2 The rest pause and the meal break shall be arranged in such a way that the working hours of each shift are broken up into approximately equal periods.
- 6.7.3 Every employee shall be entitled to a meal break of not less than 30 minutes nor more than 60 minutes on each day, to be taken as may be arranged between any employer and their employees: Meal breaks shall be staggered and taken as mutually agreed between the employee and the employer without penalty to the employer.
- 6.7.4 Night staff are to be allowed a meal break of 30 minutes duration to be taken as may be arranged between any employer and their employees, for which no

deduction shall be made from an employee's wages. Such meal breaks shall be staggered and taken as mutually agreed between the employee and the employer without penalty to the employer.

- 6.7.5 Any employee called upon to work through their usual meal break shall be paid double time for the duration of that meal break.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

- 7.1.1 Employees are entitled to Annual Leave in accordance with the Workplace Relations Act 1996.
- 7.1.2 Full-time Employees will accrue 20 days annual leave per year of service. Part-time Employees will accrue Annual Leave on a pro-rata basis of the full-time entitlement. Casual employees are not entitled to annual leave.
- 7.1.3 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.4) shall be paid for by the employer in advance.
- 7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid in addition to all other amounts due, the pro rata annual leave accrual.
- 7.1.5 *Calculation of annual leave pay* - In respect to Annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:
- (a) The rate of wage to be paid to all employees shall be the rate payable to them for work in their ordinary time according to the employee's roster or projected roster.
 - (b) A further amount calculated at the rate of 17 ½ % of the amount referred to in clause 7.1.5(a)
- 7.1.6 In the absence of any agreement, a minimum of 14 days notice of the date on and from which the employee's annual leave is to be taken is to be given to that employee.
- 7.1.7 Employees may apply in writing to "cash out" any accrued annual leave entitlement on the following conditions:
- (a) Minimum cashing out of 5 days per request
 - (b) Maximum cashing out of 10 days per request
 - (c) Only two requests per calendar year with the total days cashed out being no greater than 10 days

- (d) Notwithstanding the above an Employee may not cash out an amount of annual leave credited to them that is more than 1/26th of the ordinary hours worked during the 12-month period.

7.2 Personal Leave / Carer's Leave

- 7.2.1 Employees are entitled to Personal/Carer's Leave in accordance with the Workplace Relations Act 1996 (Cth).
- 7.2.2 Full-time Employees will accrue 10 days Personal/Carer's Leave per year of service. Part-time Employees will accrue Personal/Carer's Leave on a pro-rata basis of the full-time entitlement.
- 7.2.3 To be entitled to Personal Leave the Employee must, if the Employer so requires, produce a medical certificate from a registered health practitioner or statutory declaration in support of any absence or absences due to illness or injury. Absences of more than 2 consecutive days must be supported by a medical certificate or statutory declaration.
- 7.2.4 Where practicable the Employee shall notify the nominated representative of the Employer of any absence prior to the commencement of the Employee's next period of work and the Employee shall within 24 hours of the commencement of such absence, as far as practicable, state the nature of the illness or incapacity and the estimated duration of the absence.
- 7.2.5 Carer's leave is available if the Employee is required to provide care or support to members of the Employee's immediate family or household when they are ill or in an unexpected emergency. The Employee is entitled to take up to ten days of the Employee's personal leave as carer's leave each year.
- 7.2.6 The term "immediate family" includes:
- The Employee's spouse; and
 - A child, ex-nuptial child, stepchild, adopted child, ex-foster child, parent, grandparent, grandchild or sibling of the Employee or the Employee's spouse.
- 7.2.7 All time taken as paid carer's leave will be deducted from the Employee's accrued entitlement to personal/carer's leave.
- 7.2.8 To be granted paid carer's leave the Employee must satisfy the reasonable requirements of the Employer in relation to the provision of a medical certificate from a duly qualified medical practitioner or other satisfactory proof. Absences of more than 2 consecutive days must be supported by such evidence.
- 7.2.9 Where practicable the Employee shall notify the nominated representative of the Employer of any absence prior to the commencement of the Employee's next period of work and the Employee shall within 24 hours of the commencement of such absence, as far as practicable, state the nature of the illness or incapacity and the estimated duration of the absence.

7.2.10 Notwithstanding 7.2.2 and 7.2.7 the Employer may require the Employee to provide a medical certificate or statutory declaration where the leave is taken in conjunction with any public holiday or weekend or where the Employer reasonably suspects the Employees of abusing their personal leave entitlements.

7.2.11 The Employee will not be entitled to paid leave of absence for any period in respect of which the Employee is entitled to worker's compensation

7.3 Compassionate Leave

7.3.1 Employees are entitled to Compassionate Leave in accordance with the Workplace Relations Act 1996 (Cth).

7.3.2 Compassionate Leave is paid leave granted to an employee when an immediate member of the employee's family or household has a personal illness or injury that poses a serious threat to his or her life, or dies. Such leave shall be limited to two (2) working days per incident per calendar year and is not cumulative.

7.3.3 The Employee is entitled to compassionate leave only if the Employee provides the Employer with any evidence that the Employer reasonably requires of the illness, injury or death.

7.3.4 A long term casual is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.

7.4 Parental Leave

Employees are entitled to Parental Leave of up to 52 weeks unpaid parental leave in accordance with the Workplace Relations Act 1996 (Cth).

7.5 Long Service Leave

7.5.1 Employees are entitled to Long Service Leave in accordance with the Queensland Industrial Relations Act 1999 by operation of section 16(3)(f) of the Workplace Relations Act 1996 (Cth) and not by the operation of this agreement.

7.5.1 Cashing out of Long Service Leave

Where an Employee has an entitlement to take Long Service Leave, they may elect, in writing, to cash out all or part of that accrued long service leave.

If all or part of an Employee's entitlement to long service leave is cashed out, it will be paid at a time agreed between the Employer and the Employee, at the rate applicable at the time of it being cashed out.

An Employee's long service leave balance will be adjusted in accordance with any payment made.

7.6 Public Holidays

7.6.1 An employee (other than a casual employee) who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.

7.6.2 All work done by any employee on:

- The 1st January (New Years Day);
- The 26th January (Australia Day);
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- The 25th April (Anzac Day);
- The Queen's Birthday;
- The 25th of December (Christmas Day);
- The 26th of December (Boxing Day);
- Labour Day;
- Annual Show Day; or
- Any additional holiday proclaimed or gazetted by the Commonwealth Government or of a State or Territory or locality Government.

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.6.3 Stand Down

An employee, other than a casual employee, who:

- (a) is dismissed or stood down by the employer during the month of December in any year;
- (b) is re-employed by that employer at any time before the end of the month of January in the next succeeding year; and
- (c) had been employed by that employer for a continuous period of 2 weeks or longer immediately prior to being dismissed or stood down;

shall be paid by the employer (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the holidays Christmas Day, Boxing Day, and the 1st January occurring during the period on and from the date of the dismissal or standing down to and including the date of re-employment.

7.6.4 Other arrangements for pay for work on holidays

An employer and employee may agree that the employee shall be paid half time only for work performed on the public holiday in addition to the full day's wage to which the employee is entitled, and may take equivalent time in lieu at a mutually agreed time, within 28 days of such public holiday.

7.7 Jury Service

- 7.7.1 An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- 7.7.2 Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- 7.7.3 Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- 7.7.4 If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- 7.7.5 "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week and excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

7.8 Education and Training

- 7.8.1 The parties to this Agreement recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
- (a) developing a more highly skilled and flexible workforce.
 - (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (c) removing barriers to the utilisation of skills acquired.
- 7.8.2 All Brismark training courses prescribed in the Agreement shall be available to employees during the spread of hours defined in clause 6.2.
- 7.8.3 Any attendance by an employee at a similar external course, with relevant content, may be given consideration for credits of particular units in a Brismark course.

- 7.8.4 Employees will nominate for attendance at Brismark's prescribed training courses through their employers, who will evaluate the suitability of the employee for such nomination.
- 7.8.5 The employer has the right to refuse an employee attendance at a training course which is being conducted during that employee's ordinary time hours, if such attendance is deemed to be inappropriate or unsuitable to the ongoing operations of the business and/or the advancement prospects of the employee.
- 7.8.6 Education and training programmes may be undertaken either on or off the job, provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay.
- 7.8.7 Any cost associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Reimbursement shall be done on an annual basis subject to the presentation of reports of satisfactory progress and/or completion of the training programme.
- 7.8.8 Travel costs incurred by an employee undertaking training in accordance with this clause, which exceed those normally incurred in travelling to and from work, shall be reimbursed by the employer.