

BRISBANE MARKETS LIMITED (OPERATIONAL EMPLOYEES) ENTERPRISE AGREEMENT 2024

This Enterprise Agreement will be a workplace agreement between Brisbane Markets Limited (BML) and their operational staff members for which the agreement's classification levels apply. This Agreement will operate in adherence to the rules and regulations of the Fair Work Act 2009 (Cth) and the Fair Work Regulations 2009 as amended or replaced from time to time.

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PART 1 INTRODUCTION TO THE AGREEMENT

1.1 Title

This agreement shall be referred to as the **Brisbane Markets Limited (Operational Employees) Enterprise Agreement 2024**.

1.2 Coverage of Agreement

This agreement will cover:

- (a) Brisbane Markets Limited, ABN 39 064 983 017, of 385 Sherwood Road, Rocklea, QLD 4106 ("the Employer"/the "Company"); and
- (b) Employees of Brisbane Markets Limited who are covered by the classifications set out in Clause 3.1.1 through 3.1.4 of the Agreement and who are engaged in work at the Rocklea premises in QLD (the "Employee/s").

1.3 Period of Operation

- (a) The Agreement shall operate from the seventh (7th) day after the Agreement is approved by the Fair Work Commission and shall remain in force for a period of four (4) years from the date of approval.
- (b) This agreement replaces and supersedes the Brisbane Markets Limited (Operational Employees) Enterprise Agreement 2020.

1.4 National Employment Standards

This agreement is intended to be read and interpreted in conjunction with the National Employment Standards (NES), as contained in the Fair Work Act 2009 (Cth.) as amended from time to time ("the Act"). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

1.5 Relationship to the Award and other agreements

- (a) The terms of "The Storage Services & Wholesale Award 2020", or successor award(s) ("the Award"), as varied from time to time, are incorporated into this Agreement and are relevant to all employees who are covered by the Agreement. If an incorporated Award term is inconsistent with an express term of this Agreement, the express term in the Agreement prevails over the incorporated Award term to the extent of the inconsistency. Where the agreement is silent on an express term, the award term will prevail.
- (b) This Agreement, the Award and any policies and procedures of the Company covers all the terms, conditions and entitlements of the employee's employment and operates to the exclusion of any other agreements or

awards.

- (c) Where a provision within this agreement differs from a BML policy, the provisions within this agreement take precedent. However, the Company's policies and procedures do not form part of this Agreement and may be amended from time to time at the sole discretion of the Company.

1.6 Display of Agreement

- (a) To ensure that the parties are aware of the terms of the Agreement, and to assist in the avoidance of a dispute, or in any resolutions of a dispute, a copy of the Agreement shall be retained by the Company at all times for ready access by any Employee at the site.
- (b) The Company shall provide a permanent copy of the Agreement for each employee representative.
- (c) A copy of the Agreement must be provided to an Employee upon request and be provided to all new employees upon commencing employment.

1.7 Definitions

- (a) "*Authorised Representative*" means a representative of the operational employees of the Company who has been duly authorised by majority vote to represent them on matters relating to this Agreement.
- (b) "*CPI*" means the All-Groups Brisbane Consumer Price Index for the 12 months ending 30 September during the term of this agreement, as published at www.abs.gov.au
- (c) "*Day Worker*" *Operational Levels 1 and 2* means an employee whose ordinary hours fall within the spread of 0600 to 1800.
- (d) "*Day Worker*" *Operational Levels 3 and 4* means an employee whose ordinary hours fall within the spread of 0400 to 1800. By agreement, a "day worker" employee may be rostered to work an afternoon shift or night shift to provide coverage, address operational requirements or presenting emergency situations, and will be paid at the applicable rate for those hours. On occasion to meet operational demand, a "day worker" employee may be rostered to commence between 3am and 4am, and will be paid penalty rates for that time, the time however will form part of the ordinary hours for the day.
- (e) "*Shift worker*" means an employee who is required to work an afternoon shift or night shift.
- (f) "*Afternoon Shift*" means a shift finishing after 6.00pm and at or before midnight or where the majority of hours worked fall between those hours.

- (g) "*Night Shift*" means a shift finishing after midnight and at or before 6.00am or where the majority of hours worked fall between those hours.
- (h) "*Crib Break*" means a paid 30 minute break 'on the job' when the employee remains on call throughout the period and is applicable to day workers performing a 12 hour rostered shift and to afternoon and night shift workers in any classification performing shift work in accordance with clause 4.10.
- (i) "*Ordinary time rate of 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. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, shift allowances, fares and travelling time allowances, bonuses, and other ancillary payments of a similar nature.

1.8 No Extra Claims

Up to the nominal expiry date of this Agreement, the parties will not make any extra claims relating to wages or changes in conditions of employment or any other matters related to the employment of the Employees, whether dealt with in the Agreement or not.

PART 2 TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Contract of Employment

2.1.1 Employees may be engaged on either a full-time, part-time, or casual basis under this Agreement.

2.1.2 When an employee commences employment, the employee will be provided with a letter of appointment which sets out the employee's:

- (a) Classification level.
- (b) Rate of pay.
- (c) Employment category, i.e., full-time, part-time, or casual; and
- (d) General conditions of employment.

2.1.3 Probationary Period

- (a) At the commencement of employment all Full Time and Part Time employees are engaged on a six-month qualifying period (referred to as a "minimum engagement period" in the Act).
- (b) During this period, the Company will review and assess the employees' work performance.
- (c) If the employees' performance or conduct is not satisfactory during the qualifying period, the company may terminate the employees' employment by giving the appropriate notice (in writing) in accordance with the NES.
- (d) During the qualifying period, the employee may also terminate their

employment with the company by giving the appropriate notice (in writing) in accordance with the NES.

2.2 Part-Time Employment

- 2.2.1 The ordinary working hours for part-time employees will be worked within the spread of ordinary hours prescribed for full-time employees.
- 2.2.2 A part-time employee will be engaged on a permanent basis to work less than the full-time hours of 38 ordinary hours per week.
- 2.2.3 The ordinary working hours will be worked continuously (excluding meal breaks) and will not be less than 4 hours, nor more than 12 hours per day.
- 2.2.4 Any agreed variation to the regular pattern of work will be recorded in writing, and any approved time worked in excess of the regular mutually arranged hours will be overtime and paid for as such.
- 2.2.5 Part-time employees will be paid per hour at the rate of 1/40th of the weekly wages prescribed for a full-time employee in the appropriate classification, with a minimum payment for 4 hours, on any day when work is performed.
- 2.2.6 Part-time employees will receive entitlements prescribed for full-time employees (including statutory holidays which fall on a day upon which the employee is ordinarily rostered to work, annual leave, personal leave, etc.) on a pro-rata basis, based on the number of hours worked by the part-time employee.

2.3 Casual Employment

- 2.3.1 Casual employees shall be paid the appropriate rate of pay for their classification in accordance with this agreement, plus a 25% loading (varied in accordance with the NES). The 25% compensates casuals for non-receipt of such employee benefits as annual leave, personal leave, paid carers leave, payment for public holidays not worked, compassionate leave, redundancy pay and notice of termination.
- 2.3.2 A casual employee who is required to work overtime or weekend work shall be entitled to the relevant overtime rates provided in the agreement, provided that:
 - a) where the relevant overtime rate is time and a half, the casual employee shall be paid 175% of the hourly rate prescribed at 3.2.1 - e.g., Base Hourly Rate plus 25% casual loading plus penalties; and
 - b) where the relevant overtime rate is double time, the casual employee shall be paid 225% of the hourly rate prescribed at 3.2.1 - e.g., Base Hourly Rate plus 25% casual loading plus penalties.

2.4 Offers and requests for casual conversion.

- 2.4.1 Offers and requests for conversion from casual employment to full-time or part-time employment are provided for under the NES.
- 2.4.2 Disputes about offers and requests for casual conversion under the NES are to be dealt with under clause 2.10 — Dispute Settlement Procedure.

2.5 Termination of Employment

2.5.1 Notice of Termination

Notice of termination shall be in writing. The period of notice to be given by either the Company or the Employee (excluding casuals) is as follows:

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

- 2.5.2 In addition to the notice in paragraph 2.5.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice. This does not however, oblige an employee who is over 45 years of age to provide additional notice to the employer.
- 2.5.3 The Company may elect to make payment to the employee in lieu of part or all of the notice period.
- 2.5.4 If the employer elects to make a payment in lieu of all or part of the notice period, the required amount of compensation 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 the employee because of the employment continuing during that period. As such, the employee will be entitled to their ordinary rate of pay as well as any loadings, penalties, allowances, or other amounts ordinarily payable to them.
- 2.5.5 If an employee who is at least 18 years old does not give the period of notice required under 2.5.1 then the employer may deduct from wages due to the employee under the agreement an amount that is no more than one week's wage for the employee. If the employer has agreed to a shorter period of notice than that required under 2.5.1 then no deduction can be made.

2.5.6 The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justifies instant dismissal, including but not limited to theft, wilful damage, assault and abusive conduct, serious neglect of duty or other misconduct or in the case of casual employees, or employees engaged for a specific period, of time or for a specific task or tasks.

2.5.7 Notice of termination for casual employees will be as per the NES.

2.6 Job Search Entitlement

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

2.7 Payment of Wages on Termination

All monies owing to the employee on termination may be withheld by the Company pending return by the employee of all issued property to the Company including other reimbursement amounts in line with clause 6.1, 6.8, 6.9, 6.11 and a bond for any fuel card monetary amount owing.

Employees acknowledge that any such deduction is reasonable by virtue of the fact an employee has not returned Company property and the withheld monies is equal to the value of the property, which the employee owes to the Company.

Termination payments will be processed no later than 7 days by the Company from the date of termination when all company property is returned by the employee.

2.8 Introduction of Change – Consultation

2.8.1 This term applies if the Company:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major Change

2.8.2 For a major change referred to in clause 2.8.1(a):

- (a) the Company must notify the relevant employees of the decision to introduce the major change; and
- (b) clauses 2.8.3 to 2.8.10 apply.

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

2.8.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the Company of the identity of the representative;

the Company must recognise the representative.

2.8.5 As soon as practicable after making its decision, the Company 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 Company 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. other matters likely to affect the employees.

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

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

2.8.8 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 Company, the requirements set out in clause 2.8.2(a) and clauses 2.8.3 and 2.8.5 are taken not to apply.

2.8.9 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 Company'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.

2.8.10 In this term, relevant employees mean the employees who may be affected by the major change.

Change to Regular Roster or Ordinary Hours of Work

2.8.11 For a change referred to in paragraph 2.8.1(b):

- (a) the Employer must notify the relevant employees of the proposed change; and
- (b) clauses 2.8.12 to 2.8.16 apply.

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

2.8.13 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the Company of the identity of the representative;

the Company will recognise the representative.

2.8.14 As soon as practicable after proposing to introduce the change, the Company must:

- (a) discuss with the relevant employees the introduction of the change; and

- (b) for the purposes of the discussion—provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the Company reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the Company reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

2.8.16 The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.

2.8.17 In this term, relevant employees mean the employees who may be affected by the change.

2.9 Redundancy

2.9.1 Redundancy provisions exist to provide employees with additional financial security to assist in the transition to a new position in cases where that employee’s position has been made redundant. In addition to the period of notice prescribed for ordinary termination, in the case of redundancy, all staff shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	10
More than 6 years but not more than 7 years	11
More than 7 years but not more than 8 years	13
More than 8 years but not more than 9 years	14

More than 9 years but not more than 10 years	16
10 years and over	16

2.9.2 'Weeks' pay' means the ordinary time rate of pay. Items such as overtime, penalty rates, allowances, bonuses and any other ancillary payments are excluded from the calculation of the ordinary time rate of pay in accordance with clause 1.7(i).

2.9.3 The Company shall not be obliged to make a severance payment if the Company obtains suitable alternative employment for the employee, whether or not the employee rejects the offer of employment. In circumstances where the Company obtains suitable alternative employment section 122 of the Fair Work Act 2009 shall apply.

2.9.4 Clause 2.9 also does not apply where employment is terminated as a consequence of misconduct on the part of the employee or to employees engaged for a specific period or task(s) or to casual employees.

2.9.5 Employee leaving during notice

An employee whose employment is terminated for reasons set out in clause 2.9, 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 Company until the expiry of such notice, provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

2.9.6 Time off during notice period

Where a decision has been made to terminate an employee in the circumstances outlined in clause 2.6, 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. The time off is to be taken at times that are convenient to the Company after consultation with the employee.

If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

The job search entitlements under this clause apply in lieu of the provisions of clause 2.6.

2.9.7 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice will be given as the employee would have been entitled to if the employment had been terminated and the

Company may, at the Company's option, make payment instead, of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

2.9.8 Exemption where transmission of business

(a) The provisions of clause 2.9.1 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.

In circumstances where there is a transmission of business in accordance with clause 2.9.8 section 122 of the Fair Work Act 2009 shall apply.

2.9.9 Incapacity to pay

In accordance with the Fair Work Act 2009, the Company in a particular redundancy case may make application to the Fair Work Commission to have the general severance pay prescription amended on the basis of the Company's incapacity to pay.

2.10 Dispute Settlement Procedure

2.10.1 If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards.

this term sets out procedures to settle the dispute.

2.10.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

2.10.3 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.

2.10.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

2.10.5 The Fair Work Commission may deal with the dispute in 2 stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

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

2.10.6 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) 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
- (b) 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.

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

2.11 Incidental and Peripheral Duties

2.11.1 The Company may direct an employee to carry out duties which are reasonably within the limits of an employee's skill, competence and training.

2.11.2 The Company 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).

2.12 Higher Duties

2.12.1 Notwithstanding 2.11.1 & 2.11.2, any direction under this provision will be consistent with the company's obligation to provide a safe and healthy work environment.

2.12.2 An employee who is required to perform work on any day for which a higher rate of pay is prescribed shall be paid as follows:

- (a) If more than 3 hours on any day the higher rate for the whole of such day.
- (b) If 3 hours or less then payment of the higher rate for 3 hours.
- (c) If more than 20 hours in any one week the full week's pay at the higher rate.

PART 3 WAGES AND ALLOWANCES

3.1 Classifications

The position classifications of employees are set out below. These standards are generic statements used to describe the broad categories of responsibilities attached to staff at different levels. These position classifications provide the basis to differentiate between the various levels of appointment and define the broad relationships between classifications. The position classifications are outlined in three parts, general standards, specific duties and levels within 1-4 with an additional skill base.

Progression within these levels can only be achieved where the CEO, Chief Operating Officer and Operations Manager are satisfied that the performance standards, skills and qualifications of the employee justify movement to a higher level. All staff will be engaged in ongoing training and development with the requirement for competency-based testing being determined by the Company.

A progression through double increments may be approved when work performance is of an outstanding quality and exceeds the normal requirement of their position. An increment may be denied or deferred where agreed performance criteria have not been met.

3.1.1 Operational Level 1 - Employees at this level will, or will be trained to, possess skills and/or proficiencies as detailed under one of the following classifications.

Level 1.1 Operations Assistant

This level exists for the first 6-month probationary period.

An employee who for the majority of the employee's working time, is engaged in cleaning duties of any description or maintaining premises in a clean condition, internally and externally within the Market. Employees at this level will have a basic understanding of company values and begin to demonstrate the ability to apply these accordingly.

Responsibilities/ Duties

- Responsible for high standard of work subject to supervision
- Works within a team or individually and under routine supervision
- Discretion exercised within level of skill set and training
- Performs tasks utilising a broad range of materials to perform cleaning and/or grounds related duties
- Safe operation of handheld machinery/ equipment, including but not limited to blower/ vacuum, pressure washing machine, whipper snipper, hedger, mowing equipment, etc
- Perform general cleaning tasks
- Performs maintenance and routine repair work (of a non-trade nature) in or about the site as requested by management
- Routine maintenance of equipment/ vehicles as required (of a non-trade nature)
- Some toilet cleaning
- Collection and disposal of waste
- Ensure all cardboard waste in common areas is placed in the appropriate bin
- Safe operations of vehicles and/ or Forklifts
- Perform daily pre and post checks on cleaning/maintenance equipment including company vehicles
- Assist with the Company's emergency management response as required
- Provide support across other departments or functions in accordance with clause 2.11.
- Applies a flexible approach to meet business needs
- At times the employee may be requested to perform other duties by their supervisor which are within the limits of the employee's skill, competence and training.

Skills/ Competencies

- Current Open Automatic Driver's license (minimum)
- High-Risk Work License (Forklift – LF) in line with requirements

Level 1.2 Operations Assistant

Employees who successfully complete their probation period will be promoted to Level 1.2.

An employee at this level is engaged to perform all responsibilities and duties outlined in Level 1.1 and the responsibilities and duties listed below. Employees at this level will have demonstrated ability to apply BML's values,

policies and procedures with a strong focus on customer service.

Responsibilities/ Duties

- All responsibilities and duties outlined in Level 1.1
- Responsible for high quality of own work performed
- Assist in the provision of on-the-job training
- Stencilling carparks and other road markings
- Demonstrates appropriate communication and interpersonal skills incorporating respect and understanding when liaising with Brisbane Market Stakeholders
- At times the employee may be requested to perform other duties by their supervisor which are within the limits of the employee's skill, competence and training.

Skills/ Competencies

As per Level 1.1.

Level 1.3 Operations Assistant

Employees with an established record of employment who are employed at Level 1.2 may be promoted to Level 1.3, based on their performance as determined by BML management.

An employee at this level is engaged to perform all responsibilities and duties outlined in Levels 1.1 and 1.2 as well as other duties of any description in line with skills, experience and training provided to the employee.

Employees at this level will demonstrate a thorough application of competencies including the ability to apply and adhere to BML's values, policies and procedures with a strong focus on customer service.

Responsibilities/ Duties

- All responsibilities and duties outlined in Levels 1.1 and 1.2
- Assist in the ordering and distribution of toilet and other cleaning materials as required
- Operating ride-on powered machinery
- Operate Tractor in its various application capacities
- Thorough knowledge and understanding of the operational requirements of the Company, industry and market stakeholders on site
- Perform Line marking duties including measuring and marking out
- Demonstrate a high level of competency in all areas
- At times the employee may be requested to perform other duties by their supervisor which are within the limits of the employee's skill, competence

and training.

Skills/ Competencies

As per Level 1.1.

Level 1.4 Senior Operations Assistant

Employees with an established record of employment who are employed at Level 1.3, may be promoted to Level 1.4, based on their performance as determined by BML management.

Employees at this level are engaged to perform all responsibilities and duties outlined in Levels 1.1 to 1.3 as well as other duties of any description in line with skills, experience and training provided to the employee. In particular, employees at this level will be required to demonstrate leadership abilities and perform supervisory duties when required and liaise with management and clients.

Employees at this level will demonstrate a thorough application of competencies including the ability to apply, adhere to and promote BML's values, policies and procedures with a strong focus on customer service.

Responsibilities/ Duties

- All responsibilities and duties outlined in Levels 1.1, 1.2 and 1.3.
- Constantly perform duties at a high level to lead the team by example and perform supervisory duties when requested
- Support staff with basic machinery fault finding as required
- Ensure pine pallet waste disposal is minimised
- Develop work schedules and resource allocation (small team rosters) as required to meet the demands of the operation
- Ensuring appropriate maintenance procedures for building plant and equipment are carried out in accordance with manufacturer's specification
- Assist with the co-ordination of work with other departments as required
- Handling personnel and health and safety matters
- Directly involved in the provision of on-the-job training
- At times the employee may be requested to perform other duties by their supervisor which are within the limits of the employee's skill, competence and training.

Skills/ Competencies

As per Level 1.1.

3.1.2 Operational Level 2– means an employee appointed as such performing

work to a skill level beyond that of Operational Level 1 employees. An employee at this level will, or will be trained to, possess the skills and/or proficiencies as detailed under the following classification.

Level 2.1 Sweeper Driver

An employee who for the majority of the employee's working time, is engaged in cleaning duties and maintaining premises in a clean condition internally and externally, and who operates the road sweeper as part of their normal weekly duties.

Employees at this level are required to demonstrate a thorough application of competencies including the ability to apply, adhere to and promote BML's values, policies and procedures with a strong focus on customer service.

Responsibilities/ Duties

- All responsibilities and duties outlined in Levels 1.1 to 1.3.
- Operate road sweeper safely and effectively
- Work autonomously with limited supervision
- Ensure all relevant safety checks, servicing schedules and general condition of the road sweeper is maintained
- Maximise the onsite dumping capacity of the sweeper where practical or possible
- Perform support cleaning / grounds tasks when required
- Operate other vehicle waste collection and waste compaction equipment and machinery
- Directly involved in the provision of on-the-job training
- Demonstrated high level of knowledge of the Company, industry and market stakeholders
- At times the employee may be requested to perform other duties by their supervisor which are within the limits of the employee's skill, competence and training.

Skills/ Competencies

- Current manual MR driver's license (minimum)
- High-Risk Work License (Forklift – LF) in line with requirements

Level 2.2 Senior Operations Assistant

Employees who are multi skilled and who for the majority of the employee's working time are engaged in site maintenance duties, including ground, building maintenance and cleaning duties.

Employees at this level are required to operate the road sweeper when required and demonstrate a thorough understanding and application of competencies including the ability to apply and adhere to BML's values,

policies, and procedures with a strong focus on customer service. "

Responsibilities/ Duties

- All responsibilities and duties outlined in Levels 1.4 and 2.1.
- Works individually and within a team under limited supervision
- Perform all line marking activities as directed including measuring, marking out to specification, Stencilling and application of road compliant marking as well as other various stencilling tasks
- Monitor staff performance / efficiencies and provide recommendations for any inadequacies
- Be able to perform duties at a supervisory level as required
- Provide limited direction to departmental staff
- At times the employee may be requested to perform other duties by their supervisor which are within the limits of the employee's skill, competence and training.

Skills/ Competencies

As per Level 2.1.

3.1.3 Operational Level 3 - means an employee appointed as a Market Officer or a combined role with Operational Level 1 or 2 classification with the relevant skills and/or experience to perform duties as outlined under the relevant classification level.

Level 3.1A Market Officer (Day Worker)

This level exists for the initial 6 months period of employment.

Typical duties of an employee at this level include collection of manifests and various fees, control of parking and traffic within the Markets, preparation of surveys and reports, assist with promotional activities and events, as well as cleaning/grounds and maintenance duties as required.

Employees at this level would be required to exercise a level of autonomy with respect to the performance of their duties when applying the Brisbane Markets Regulations throughout the site and focus on regulatory compliance, access control, traffic, safety and waste management.

Employees at this level will develop a good understanding of BML's values, policies and procedures and will demonstrate the ability to apply these accordingly. Employees will also demonstrate a strong ability to engage with Brisbane Markets users to enhance the Company's customer service approach.

Responsibilities/ Duties

- An understanding and application of Brisbane Markets Regulations, permit requirements and other regulatory controls
- Demonstrates appropriate communication and interpersonal skills incorporating BML values with respect and understanding when liaising with Brisbane Markets Stakeholders
- Monitor the security of the site's activities and access control through CCTV (electronic surveillance) display units and perform site security patrols
- Provide regular security reporting and investigations of issues such as access to the Markets, breaches of Market Regulations, safety etc.
- Complete incident reports and basic accident investigations in a timely manner
- Use effective forms of communication and technology, such as email, two-way radios, iPad/Tablets, text messages, documentation and face to face interactions.
- Identify maintenance issues and submit maintenance requests accordingly
- Performs maintenance and routine repair work (of a non-trade nature) in or about the site as requested by management
- Conduct routine maintenance of equipment including company vehicles for pre and post operation checks in accordance with manufacturer's specification (of a non-trade nature)
- Reset RCDs in main building switched boards and tenancy distribution boards
- Identify safety risks and take immediate steps to control or report the risks within own skill level
- Assist with all promotional and site activities
- Assist Brisbane MarketPlace with traffic control, car park set up and security patrols or other related duties as required
- Perform 1st response and Warden responsibilities as required in emergency situations
- Assist with the Company's emergency management response as required
- Assisting Operational Level 1, Site Services or any functions as required in line with clause 2.12.
- Provide support across other departments or functions in accordance with clause 2.12.
- Perform other duties arising from changes to Statutory or Legislative requirements such as WH&S and QFES, etc
- Performs administration requirements of the position
- Participate as an active member of the team in accordance with the philosophy and policies of the Company

- Contribute in a positive way to the organisational and departmental objectives
- At times the employee may be requested to perform other duties by their supervisor which are within the limits of the employee's skill, competence and training.

Skill / Competencies

- Demonstrates knowledge and application of skills relevant to this position. Knowledge includes understanding of appropriate equipment and systems which includes but is not limited to, monitoring systems (CCTV), MS software (for example Word, Excel, outlook, etc), maintenance software (e.g. SCADA, etc), access control software (command centre/Gallagher etc), appropriate legislation (i.e. WH&S), policies and procedures
- Demonstrates commitment to the need to focus on both personal and professional development
- Must hold a current Certificate II in Security Operations valid in Queensland
- Must hold a current Queensland Security license with crowd controller endorsement
- Must hold applicable First Aid qualification (as amended from time to time by the Office of Fair Trading).
- Must hold a current Open Automatic Driver's licence (minimum)

Level 3.1B Market Officer (Rotating Shift Roster)

This level exists for the initial 6 months period of employment.

Employees at this level are engaged to perform all responsibilities and duties outlined in Level 3.1A and work at times unsupervised, within a 24/7 roster system whilst exercising initiative when working outside of normal hours in order to maintain the efficient operation of the Markets.

Responsibilities/ Duties

- All responsibilities and duties outlined in Level 3.1A
- At times the employee may be requested to perform other duties by their supervisor which are within the limits of the employee's skill, competence and training.

Skill / Competencies

As per Level 3.1A

Level 3.2A Market Officer (Day Worker)

Employees at this level who have successfully completed their probationary period and are employed as Market Officer Level 3.1A may be promoted to this level, based on their performance as determined by BML management.

Employees at this level are engaged to perform all responsibilities and duties outlined in Level 3.1A and fully understand and apply BML's values, policies & procedures as well as being able to demonstrate a strong ability to engage with Brisbane Markets users to enhance required customer service standards.

Responsibilities/ Duties

- All responsibilities and duties outlined in Level 3.1A
- A sound understanding, application and enforcement of Brisbane Markets Regulations, permit requirements and other regulatory controls.
- Sound knowledge of tenants and BML's Operations Department
- Promote a positive culture and support effective and efficient operations of the site
- Basic knowledge of the industry, market stakeholders and the Company
- Sound technical skills and applications (respond to Fire Indication Panels and Electrical circuits that need basic resetting)
- Resolve grievances and conflict through verbal negotiation within the market community as required
- Ability to supervise staff members when required
- Successfully complete all training, annual refreshers provided to satisfy all competencies
- Provide on-the-job training for new and other staff as required
- Issue Hot Works, Working at Heights permits as required when directed
- Respond to all afterhours telephone calls when working after hours
- Operate emergency response equipment when required and perform first response and area warden responsibilities in emergency situations
- Demonstrates the skills and knowledge to ensure quality service is provided to all customers, colleagues and the broader community in a safe manner.
- At times the employee may be requested to perform other duties by their supervisor which are within the limits of the employee's skill, competence and training.

Skills/ Competencies

- As per Level 3.1A
- Demonstrated sound knowledge and application of the traffic management on site

- Demonstrates ability to participate as an active member of the team in accordance with the philosophy and policies of the Company.
- Demonstrated sound conflict resolutions skills
- Possess technical skills and applications, i.e. access control, use computerised systems and technology

Level 3.2B Market Officer (Rotating Shift Roster)

Employees at this level who have successfully completed their probationary period in Level 3.1B, would be required to work unsupervised, within a 24/7 roster system and exercise initiative when working outside of normal hours in order to maintain the efficient operation of the Markets.

Employees at this level are engaged to perform all responsibilities and duties outlined in Level 3.1B & 3.2A and fully understand and apply BML's values, policies & procedures as well as being able to demonstrate a strong ability to engage with Brisbane Markets users to enhance required customer service standards.

Responsibilities/ Duties

- All responsibilities and duties outlined in Levels 3.1B and 3.2A
- Sound knowledge and application of property monitoring systems, respond to alarms, extract information from the system and coordinate responses from appropriate personnel
- At times the employee may be requested to perform other duties by their supervisor which are within the limits of the employee's skill, competence and training.

Skills/ Competencies

As per Level 3.1B and 3.2A

- 3.1.4 Operational Level 4** - means an employee appointed as a Senior Market Officer and with the relevant skills and/or experience to perform duties as outlined under the relevant classification level.

Level 4A Senior Market Officer (Day Worker)

Progression to Level 4A will be based upon the completion of training and testing in respect to site knowledge, operational procedures, understanding BML's values, customer service standards, maintenance support training, property management support and demonstrated competencies.

Employees at this level are required to work unsupervised, actively demonstrate initiative to maintain the efficient operation of the Markets and

must have successfully completed all competencies and work above and beyond the skills of level 3.2A and completed a minimum 12 months of continued service with the Company. This will be assessed and supported on the basis of testing and annual training programs.

Employees at this level are also required to lead by example through their understanding and application of BML's values, policies, procedures and general safety as well as the ability to engage with Brisbane Markets users to enhance customer service standards.

This level is required to operate at a higher level with respect to critical areas within the Company including controlling the unloading procedures as and when required by their Manager and exercise a greater level of autonomy with respect of the performance of duties when applying the Brisbane Markets Regulations throughout the site.

Responsibilities/ Duties

- All responsibilities and duties as outlined in Level 3.2A
- A comprehensive understanding and firm but fair application of Brisbane Markets Regulations, permit requirements and other regulatory controls
- Demonstrates high level communication and interpersonal skills incorporating BML values with respect and understanding when liaising with Brisbane Markets Stakeholders
- A high level of understanding and application of the administration requirements of the position
- Extensive knowledge of the Brisbane market site including stakeholders (e.g. tenants, business principals, senior staff, etc) and site infrastructure
- Understanding of the Horticulture Industry and the relationship to the Brisbane Markets
- High level of ability to operate and monitor the activities of the site via CCTV (electronic surveillance) investigate any CCTV requests that arise from time to time and report findings
- Undertake site security patrols and interact positively with the market community to provide high level education on Brisbane Markets Regulations and safety requirements to achieve successful compliance and promote safe work practices
- Provide on-the-job training and mentoring for staff as required
- Prepare regular written reports and investigations on operational issues such as access to the Markets, breaches of Market Regulations, safety etc. with a high level of accuracy and as appropriate make recommendations or conclusions for consideration by management
- Complete incident reports and accident investigations to a high level of accuracy and detail appropriate for this level
- Perform to a level higher than Level 3 when assisting with the Company's emergency management response as required

- Have greater participatory role in “refer to management” meetings with tenant employees, service providers and others.
- Perform supervisory duties as required from time to time
- Demonstrates a high level of the skills and knowledge to ensure quality service is provided to all customers, colleagues and the broader community in a safe manner.
- Demonstrate a high level of understanding and the ability to respond, assess, undertake basic fault finding, instigate appropriate actions and report on the following areas of BML infrastructure including but not limited to;
 - Electrical reticulation network (i.e. tenant, building and substation distribution)
 - Sewerage rising main pump stations
 - Fire indicator panels
 - LPG facility
- Property Support;
 - An awareness and assistance in relation to the property department with contractors’ policies and procedures, changes in tenancies, access, etc
 - Demonstrated knowledge and understanding and provide appropriate application and follow up in relation to BML lease requirements, consent policy requirements and to its content and application
 - Conduct tenancy audits as required to confirm and report on any changes
 - Conduct site inspections covering toilets, fencing, asphalt, lighting Tenant waste management etc.
 - Assist in the review of Market Access
- Exercise discretion, higher than Level 3
- At times the employee may be requested to perform other duties by their supervisor which are within the limits of the employee’s skill, competence and training.

Skill/ Competencies

- As per Level 3.2A
- Demonstrated high level of knowledge and application of skills relevant to this position. Knowledge includes understanding of Brisbane Market Regulations, appropriate equipment, legislation, policies and procedures, and professionalism
- Demonstrated ability to provide high quality customer service outcomes
- Have intricate knowledge of site buildings, critical infrastructure, Tenant principals and key tenant employee positions within the market community
- Demonstrated high level commitment to both personal and professional development

- Possess advanced technical skills and proficiency in applications, i.e. access control, CCTV, send emails, using computerised systems such as Gallagher & Milestone, etc
- Demonstrated high level of support for all of BML's departments such as Property and Maintenance
- Demonstrated advanced conflict resolutions skills

Level 4B Senior Market Officer (Rotating Shift Roster)

Progression to Level 4B will be based upon the completion of training and testing in respect to site knowledge, operational procedures, understanding BML's values, customer service standards, maintenance support training, property management support and demonstrated competencies.

Employees at this level are required to work unsupervised, work within a 24/7 roster system and exercise initiative when working outside of normal hours in order to maintain the efficient operation of the Markets and must have successfully completed all competencies and work above and beyond the skills of level 3.2B and completed a minimum 12 months of continued service with the Company. This will be assessed and supported on the basis of testing and annual training programs.

Employees at this level are engaged to perform all responsibilities and duties outlined in Level 3.2B and 4A and fully understand and apply BML's values, policies and procedures and general safety as well as being able to demonstrate a strong ability to engage with Brisbane Markets users to enhance required customer service standards.

Responsibilities/ Duties

- All responsibilities and duties outlined in Levels 3.2B and 4A
- At times the employee may be requested to perform other duties by their supervisor which are within the limits of the employee's skill, competence and training.

Skill/ Competencies

As per Levels 3.2B and 4A

All competencies in all classification are to be reviewed periodically.

3.2 Wages

3.2.1 The minimum gross rate of pay to be paid under this Agreement will be as follows:

Classification	Level	Weekly wage from Commencement
Operational Staff Level 1		
Operations Assistant – Probation 6mths	1.1	\$1,182.40
Operations Assistant	1.2	\$1,206.80
Operations Assistant	1.3	\$1,230.80
Senior Operations Assistant	1.4	\$1,260.80
Operational Staff Level 2		
Sweeper Driver	2.1	\$1,266.00
Senior Operations Assistant	2.2	\$1,285.20
Operational Staff Level 3		
Market Officer – Day Worker, Probation 6mths	3.1A	\$1,270.00
Market Officer – Rotating Shift Roster, Probation 6mths	3.1B	\$1,270.00
Market Officer – Day Worker	3.2A	\$1,330.00
Market Officer – Rotating Shift Roster	3.2B	\$1,330.00
Operational Staff Level 4		
Senior Market Officer - Day Worker	4A	\$1,377.20
Senior Market Officer – Rotating Shift Roster	4B	\$1,377.20

Note: All classifications for Full Time employees are based on 40 hours per week (Comprising 38 ordinary hours plus 2 reasonable additional hours paid at the ordinary time rate of pay). Casual rates are derived as explained in clause 2.3.

Wages increases are applied to each classification specified in 3.2.1; on the first full fortnight after the anniversary date of approval throughout the nominal life of this Agreement, based on the CPI.

3.3 Juniors

The minimum rate of pay to be paid to juniors under this Agreement will be as follows:

Age	% of appropriate adult weekly wage
Under 16 years of age	40

16 years of age	50
17 years of age	60
18 years of age	70
19 years of age and over	The appropriate adult rate

3.4 Allowances

3.4.1 The following allowances will be payable where applicable:

- (a) Meal allowance \$25.00 per occasion.
- (b) An employee in Operational levels 3 and 4 who is required to perform temporary supervisory duties will receive an in-charge allowance for actual hours worked as follows:
 - I. Day Supervisor Duties: \$8.04 per hour
 - II. Night Supervisor Duties: \$6.96 per hour (noting that a shift allowance is payable should the hours of work be in accordance with clause 4.10). This allowance will be increased by CPI annually.

3.4.2 A first aid allowance is applicable to Operational levels 3 and 4 and is included within the rates of pay provided for in clause 3.2.1.

3.4.3 Market Officers on gate keeping duties whose working hours are outside of ordinary hours and attract overtime, will be entitled an allowance of 50% of the base rate for each completed hour worked.

3.5 Occupational Superannuation

3.5.1 In addition to the rates of pay prescribed by this agreement, the Company shall contribute on behalf of each eligible Employee an amount of occupational superannuation in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992* or relevant Federal Legislation amended from time to time.

3.5.2 For the purposes of this Agreement an approved fund shall be the Company's default Superannuation Fund or another approved fund as per the employee's choice in accordance with relevant government legislation.

3.5.3 Salary Sacrifice – Superannuation

- (a) Where the Company and the employee agree, the employee will be entitled to voluntarily salary sacrifice a portion of their salary to superannuation in accordance with this clause.
- (b) Where a salary sacrifice arrangement is entered into it will be recorded in writing and signed by both parties.
- (c) Where a salary sacrifice arrangement is entered into, the employee's total salary shall be reduced by an amount equivalent to that nominated in the

arrangement.

- (d) Employees are only permitted to sacrifice an amount of their salary which is in excess of the minimum wage for the employee's classification specified in an Award / Act which, but for this Agreement, would apply to the employee.
- (e) Salary sacrifice arrangements may be altered once per annum.
- (f) Salary that is sacrificed in accordance with this clause will be paid into the approved fund in accordance with clause 3.5.2 of this Agreement.

3.6 Record Keeping & Payment of Wages

3.6.1 Employment Records

The time and wages records of the Company will be kept in accordance with the requirements of the *Fair Work Act 2009* and the *Fair work Regulations 2009*.

- #### **3.6.2 Wages are paid on a fortnightly basis, unless otherwise mutually agreed between the Company and the employees via electronic funds transfer to the employee's nominated bank account.**

PART 4 HOURS OF WORK AND OVERTIME

4.1 Individual Flexibility Agreement

- #### **4.1.1 The Company and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the terms of this 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 Company and employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Company and the employee, without coercion or duress.

- #### **4.1.2 The Company 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 were made.

- #### **4.1.3 The Company must ensure that the individual flexibility arrangement:**

- (a) is in writing; and

- (b) includes the name of the Company and the employee; and
- (c) is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - i. The terms of this 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.

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

4.1.5 The Company or employee may terminate the individual flexibility arrangement:

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

4.2 Hours of Work – Operational Levels 1 and 2

4.2.1 The ordinary hours of work for full-time employees shall be an average of thirty-eight (38) ordinary hours plus 2 reasonable additional hours paid at the ordinary time rate of pay per week. Employees may be rostered between the hours of 0600 to 1800, on a maximum of 5 consecutive days in the week, Monday to Sunday inclusive. Full-time employees at these levels will be guaranteed a minimum of 80 hours work per fortnight.

4.2.2 The ordinary hours for full-time permanent employees may be rostered for a minimum of seven (7) hours and up to ten (10) ordinary hours per day.

4.2.3 The roster of ordinary hours and overtime shall be in accordance with the operational requirements of the business and to meet the security and cleaning needs of the Company. Employees understand and agree that these hours may change from time to time.

4.2.4 The starting and finishing times of the rostered hours may be altered by agreement with an employee, the majority of employees in the section or department and/or the relevant employees as appropriate. If no such agreement is forthcoming, the Company may give a minimum of seven (7) days' prior notice.

4.2.5 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.

- 4.2.6 Employees shall be entitled to a break of no less than ten (10) hours between rostered work.
- 4.2.7 Any requests to work additional hours will be in accordance with the Fair Work Act 2009.

4.3 Hours or Work– Operational Levels 3 and 4

- 4.3.1 The minimum weekly hours of work for full-time employees at this level will comprise an average of 38 Ordinary hours plus 2 reasonable additional hours paid at the ordinary rate of pay. Full-time employees will be guaranteed a minimum of 80 hours per fortnight.
- 4.3.2 These hours will be worked over a maximum of 5 days Monday to Sunday inclusive.
- 4.3.3 Ordinary hours of work for Levels 3.1B, 3.2B and 4B are to be worked on the basis of a structured rotating roster comprising of day work, afternoon shifts and night shifts.
- 4.3.4 Ordinary hours for Levels 3.1A, 3.2A and 4A are to be rostered between the hours of 0400 to 1800. The roster may also include rostered overtime over a period of up to 7 days.
- 4.3.5 The ordinary hours of work for full time employees shall be no less than a minimum of seven (7) and no more than a maximum of twelve (12) ordinary hours on any shift. Rostered overtime which is outside or in excess of an employee's ordinary hours will be paid at the applicable overtime rate.
- 4.3.6 Rostered hours shall be consecutive except for crib breaks and rest pauses and shall be worked Monday to Sunday inclusive.
- 4.3.7 The roster of ordinary hours and overtime shall be in accordance with the operational requirements of the Company. Employees understand and agree that these hours may change from time to time.
- 4.3.8 The starting and finishing times of the rostered hours may be altered by agreement with an employee, the majority of employees in the section or department and/or the relevant employees as appropriate. If no such agreement is forthcoming, the Company may give a minimum of seven (7) days prior notice.
- 4.3.9 Employees shall be entitled to a break of no less than ten (10) hours between shifts.

4.3.10 Any requests to work additional hours will be in accordance with the Fair Work Act 2009

4.4 Overtime

4.4.1 Overtime will be paid for all time worked outside of or in excess of the hours of work provided for:

- (i) in the case of Operational Levels 3 and 4 employees – in accordance with clause 4.3, 2.2 and 2.3 and the employee's shift roster will be paid for at the rate of time and a half for the first 3 hours and double time thereafter.
- (ii) in the case of other employees – in accordance with clause 4.2, and 2.2 and 2.3 and will be paid for at the rate of time and a half for the first 3 hours and double time thereafter.

4.4.2 Overtime worked on a Sunday will be paid for at the rate of double time.

4.4.3 The minimum payment for Saturday overtime shall be 3 hours and the minimum payment for Sunday overtime shall be 4 hours except where such overtime is worked immediately prior to or at the conclusion of ordinary hours of work.

4.4.4 The two (2) reasonable additional hours each week as set out in clause 4.2 and 4.3 will be paid at ordinary time rates.

4.4.5 Any requests to work additional hours will be in accordance with the Fair Work Act 2009

4.4.6 "Day worker" Operational Levels 3 and 4 on occasion may be requested to commence between 3am and 4am to meet operational demands and will be paid penalty rates for that time. The time however will form part of the ordinary hours for the day.

4.5 Fatigue Breaks

4.5.1 An employee who works so much overtime between the termination of that employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times shall, subject to clause 4.5, be released after completion of such overtime until the employee has had 10 consecutive hours off duty.

4.5.2 If on the instructions of the Company such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee

shall be paid double rates until released from duty for such period. The employee shall then be entitled to be absent until the employee has had 10 consecutive hours off duty.

- 4.5.3 Clauses 4.5.1 and 4.5.2 apply in the case of a Shift Worker who rotates from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
- (a) for the purpose of changing shift rosters; or
 - (b) where a Shift Worker does not report for duty; or
 - (c) where a shift is worked by arrangement between the employees themselves.

4.6 Meal / Crib Breaks

4.6.1 Meal Breaks - Day Workers

Employees (with the exception of 12-hour roster day shift employees) will be allowed a meal break of no less than thirty (30) minutes and no more than one (1) hour on each day, and such time shall not be counted as part of the ordinary hours of work.

By Agreement between the Company and the employee, the employee may delay the taking of their meal break at no penalty to the Company.

Employees will be allowed their meal break after the 4th hour from the employee's usual commencing time.

4.6.2 Crib Breaks - Day Workers Performing 12 Hour Rostered Shifts and Afternoon and Night Shift Workers

Day workers performing 12 hour rostered shifts and workers in any classification performing shift work (afternoon shift and night shift) in accordance with clause 1.7(e),(f) and (g) and clause 4.10 will be allowed a crib break of not less than 30 minutes to be counted as time worked. The definition of a crib break can be found under clause 1.7(h).

The crib time will commence as near as practicable to the middle of the shift and, in any event, will be commenced not earlier than 3 and a-half hours after the commencement of the shift and not later than 5 hours after such commencement. An employee will not be required to work more than 6 hours without a break for crib.

Due to the nature of Operational Levels 3 and 4 shift work, the crib break will be taken whilst the employee remains at the premises. Any interruption to the crib break occasioned by the employee carrying out normal duties will not be counted as part of the crib break.

4.6.3 Meal / Crib Breaks – All employees

If an employee (Other than Operational levels 3 and 4 afternoon and night shift employees) is required by the Company to work through the employee's meal / crib period, it will be deemed to be overtime and paid at the rate of double time until a 30-minute break is taken or the employee finishes work for the day.

Meal / crib breaks shall be taken at such time as will not interfere with the continuity of work, where continuity is necessary.

An employee who is required to work overtime for more than two (2) hours after the employee's normal ceasing time or in the case of a day worker after more than one (1) hour if the overtime continues beyond 6:00pm, will be supplied with a meal at the Company's expense or paid a meal allowance as per clause 3.4.1, in lieu thereof.

4.7 Rest Break

4.7.1 In addition to designated meal breaks and crib breaks, where an employee works between four (4) hours but less than seven (7) consecutive hours per day or shift, a rest break of ten (10) minutes shall be granted in the Company's time.

4.7.2 Where an employee works a minimum of seven (7) consecutive hours per day or shift, a second rest break of ten (10) minutes will be granted in the Company's time.

4.7.3 By agreement between the Company and the employees both rest breaks may be combined into one twenty (20) minute rest break. Consent to combine the rest breaks will not be unreasonably withheld by either party.

4.7.4 Operational levels 3 and 4 employees will be required to remain at the premises during rest pauses and any interruption to the rest pause occasioned by the employee carrying out normal duties will not be counted as part of the rest pause.

4.7.5 Rest breaks will be taken in a period that will not interfere with the continuity of the work, where continuity is necessary.

4.8 Start and Finish on the Job

All employees will start and finish their ordinary hours, meal/crib breaks and rest breaks on the job.

4.9 Weekend Penalty Rates

- 4.9.1 All ordinary time worked by employees between midnight Friday and midnight Sunday will be paid for at the rate of time and a half. Where a shift commences on one day and concludes on another, the applicable rate payable for hours worked will be relevant to the day the hours fall (e.g. a shift commencing Sunday and concluding Monday will be paid Sunday rates for hours worked on Sunday and Monday rates for hours worked on Monday inclusive of any applicable allowances).
- 4.9.2 All ordinary time worked by a Level 1 or Level 2 employee on a Sunday will be paid at the rate of double time.

4.10 Shift work

Shift workers who are required to work ordinary hours on an afternoon shift or night shift between 0001 Monday and 2359 Friday will be paid a shift allowance of 15% of the hourly rate payable, in addition to the ordinary hourly rate of pay.

PART 5 STATUTORY HOLIDAYS AND LEAVE

5.1 Annual Leave

- 5.1.1 Employees are entitled to Annual Leave in accordance with the NES.
- 5.1.2 An employee's entitlement to annual leave accrues progressively during a year of service according to the employees' ordinary hours of work and accumulates from year to year. An employee (other than a casual employee) is entitled to 160 hours (20 days or 4 week) paid annual leave (200 hours or 5 weeks for shift workers).
- 5.1.3 For the additional week of annual leave provided for in the NES, a shift worker is an employee who works ordinary hours over 7 days of the week and is regularly rostered to work on Sundays and public holidays.
- 5.1.4 Where an employee has worked continuous shifts for part of a year the employee will accrue annual leave based on the continuous shift worker accrual rate for that period and for the remainder of the year the employee will accrue annual leave based on the appropriate rate of accrual for that position.
- 5.1.5 Annual leave is exclusive of statutory holidays.
- 5.1.6 Annual leave is paid at the ordinary time rate being paid immediately prior to the commencement of the annual leave, excluding allowances and will include

a loading at the rate of 17.5% of the amount of annual leave paid.

5.1.7 Employees have the option to apply in writing to “cash out” their annual leave entitlement on the following conditions:

- (i) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 5.1.7.
- (ii) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

An agreement under clause 5.1.7 must state:

- (i) The amount of leave to be cashed out and the payment to be made to the employee for it; and
- (ii) The date on which the payment is to be made.
- (iii) An agreement under clause 5.1.7 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
- (iv) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (v) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 160 hours or 4 weeks.
- (vi) The employer must keep a copy of any agreement under clause 5.1.7 as an employee record.

5.1.8 Payment on Termination

- (i) Where an employee’s employment is terminated prior to the completion of a full year of employment, the employee will be paid pro-rata annual leave on termination of employment.
- (ii) Where an employee’s employment is terminated at the expiration of a full year of employment, the employee will be paid for any accrued annual leave not taken.

5.1.9 BML Management may direct employees to take up to 2 weeks annual leave in instances where that employee has accrued in excess of 8 weeks annual leave.

5.2 Public Holidays

5.2.1 Employees are entitled to Public Holidays in accordance with the NES.

5.2.2 Unless otherwise specified in this agreement, public holidays refer to declared or prescribed by, or under, a law of a State or Territory’ in which the agreement operates.

5.2.3 All full-time employees covered by this Agreement, if rostered to work on a Public Holiday, will be entitled to be paid a full day’s ordinary wage for such public holiday irrespective of the fact that no work may be performed on such days.

- 5.2.4 Any work performed on a public holiday unless the holiday has been substituted for another day will be paid at a maximum rate of double time and a half with a minimum of 4 hours. Shift workers required to work ordinary shifts on a public holiday will receive the public holiday loading in lieu of the shift loading provided in clause 4.10.
- 5.2.5 Employees dismissed or stood down in December and re-employed in the following January will be entitled to be paid for any public holiday falling during the period of stand down or absence.
- 5.2.6 If the employee is part-time and is normally rostered to work on a day that is a public holiday, and is not required to work on that holiday, then the employee shall be paid for the actual number of hours that the employee would normally work on such day at the appropriate rate.
- 5.2.7 Casual employees are not entitled to be paid if absent on a public holiday.

5.3 Personal Leave / Carer's Leave

- 5.3.1 Employees are entitled to Personal/Carer's Leave in accordance with the NES.
- 5.3.2 The employee is entitled to accrue 10 days of personal leave for each twelve (12) months of continuous service. As such an employees' entitlement to personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year. Personal/carer's leave will be paid at the ordinary rate of pay for rostered hours that would have been ordinarily worked.
- 5.3.3 To be granted paid personal/carer's leave the employee must satisfy the reasonable requirements of the Company in relation to the provision of a medical certificate from a duly qualified medical practitioner or other satisfactory proof. Absences of 2 or more consecutive days, where taken in conjunction with any RDO, or public holiday or weekend or where the Company has reasonable cause; must be supported by a medical certificate or other evidence satisfactory to the Company. If a medical certificate or other evidence satisfactory to the Company is not provided when required, the Company is under no obligation to pay for the Personal/Carer's Leave.
- 5.3.4 An employee taking personal/carer's leave must notify the nominated representative of the Company prior to the commencement of the employee's next period of work or as soon as practicable (which may be a time after leave has started), stating where possible the nature of the illness or incapacity and the estimated duration of the absence.

5.3.5 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 because of personal illness, injury or unexpected emergency affecting the member. All accrued personal/carer's leave may be taken as carer's leave.

5.3.6 A member of the employees' immediate family (as per the NES) means their:

- (i) spouse or former spouse.
- (ii) de facto partner or former de facto partner
- (iii) child
- (iv) parent
- (v) grandparent
- (vi) grandchild
- (vii) sibling,

Immediate family also includes:

- (i) the immediate family of the employee's spouse or de facto partner (or former spouse or de facto partner)
- (ii) step-relations
- (iii) adoptive relations.

A household member is any person who live with the employee.

5.3.7 All time taken as paid carer's leave will be deducted from the employee's accrued entitlement to personal/carer's leave.

5.3.8 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.

5.3.9 A casual employee is not entitled to paid personal leave, notwithstanding this they are entitled to unpaid carer's leave in accordance with the NES.

5.3.10 Payment on Termination

- (i) To be eligible for the payment pursuant to this clause, an employee must
 - (a) have a minimum of 5 years' continuous service; and
 - (b) have their employment terminated by way of redundancy, permanent retirement, or voluntary cessation of employment. The payment is not available to employees whose employment is terminated by the Company for performance, capacity or conduct reasons.
- (ii) Payment of accrued sick leave will be made to eligible employees on the termination of their employment on the following basis:
 - (a) if no sick leave taken during period of employment – 50% of accrued sick leave;
 - (b) if less than 50% of allowable sick leave is taken during the period of employment – 25% of accrued sick leave.

5.4 Compassionate leave

Employees are entitled to Compassionate Leave in accordance with the NES.

5.5 Parental Leave

Eligible employees are entitled to Parental Leave in accordance with the NES.

5.6 Long Service Leave

5.6.1 All employees are entitled to Long Service Leave in accordance with the Queensland *Industrial Relations Act 2016*.

5.6.2 Employees have the option to apply in writing to “cash out” their long service leave entitlement once they have reached 10 years continuous service, on the following conditions:

- (a) Minimum cashing out of 40 hours per request.
- (b) Maximum cashing out of 160 hours per request
- (c) each cashing out of a particular amount of paid long service leave must be by a separate agreement in writing between the Company and the employee.
- (d) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
- (e) Notwithstanding the above where an employee cashes out an amount of long service leave in accordance with this clause, the employee must maintain the minimum long service leave balance of four (4) weeks.

5.7 Family and Domestic Violence Leave

An employee covered by this Agreement is entitled to 10 days of paid family and domestic violence leave in a 12-month period in accordance with the NES (as amended from time to time).

5.8 Stand down

In accordance with the *Fair Work Act 2009* (Cth) the Company may stand down, an employee without pay, on a day or for part of a day, when the employee cannot be usefully employed because of a stoppage of work for any cause for which the Employer cannot reasonably be held responsible, for example, because of a natural emergency or damage to the Company’s business premises or stated otherwise.

PART 6 MISCELLANEOUS

6.1 Uniforms

- 6.1.1 Complete uniforms (including wet-weather clothing) will be supplied by the Company to all employees covered under this agreement. Uniforms will include relevant clothing as per BML's Uniform Policy.
- 6.1.2 Based on fair wear and tear, and subject to the prior approval of the Company, reimbursement of up to \$180 per annum (GST inclusive) towards the cost of safety footwear that meets AS/NZ 2210: Occupational Protective Footwear, will be provided on the employee's presentation of a tax invoice.
- 6.1.3 The Company will reimburse up to \$230 per annum (GST inclusive) towards the cost of safety footwear that meets AS/NZ 2210: Occupational Protective Footwear, where the boots are recommended by a doctor or podiatrist. A copy of the recommendation will need to be provided along with a tax invoice.
- 6.1.4 The Company will meet the "out of pocket" expenses of prescription safety sunglasses purchased by the employee for work related purposes of up to \$250 (GST Inclusive) every two financial years, subject to the prior approval and the employee providing the relevant tax invoice to the Company.
- 6.1.5 The Company will reimburse up to \$50 (GST inclusive) for employee purchased non-prescription safety sunglasses every two financial years, subject to prior approval and the employee providing the relevant tax invoice.
- 6.1.6 Reimbursement on a pro rata basis will apply should the employment relationship end (other than through redundancy) within a 3-month period of the employee receiving payment contributions towards safety footwear and/or sunglasses.
- 6.1.7 Annual entitlements specified in this section refer to 12 months from the date of last issue of uniform or garment.
- 6.1.8 Overalls will be supplied by the Company when required to be worn.

6.2 Working in the Rain

When an employee's clothes get wet because the employee is required to work in the rain, the employee will be paid double rates for all work so performed. Such payment is to continue until such time as the employee finishes work or is able to change into dry clothing, provided that this clause will not apply where the employee has been supplied with adequate rainproof clothing.

6.3 Jury Service

- 6.3.1 Employees are entitled to Jury Service Leave in accordance with the NES.
- 6.3.2 An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be paid 'make-up pay' by the Company for the first 10 days of jury selection and jury duty. Make-up pay is the difference between any jury duty payment the employee receives from the court and the employees base pay rate for ordinary hours they would have worked.
- 6.3.3 Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the Company and the Company will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- 6.3.4 Employees shall notify the Company as soon as practicable of the date upon which they are required to attend for jury service and shall provide the Company with proof of such attendance, the duration of such attendance and the amount received in respect thereof. If the employee is unable to provide evidence, they will not be entitled to make up pay.
- 6.3.5 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.

6.4 Voluntary Emergency Management Leave

Eligible employees are entitled to a period of unpaid leave in accordance with the NES if the employee is engaged in a voluntary management activity (dealing with an emergency or natural disaster) with a recognised emergency management body. A recognised emergency management body is:

- (i) a body that has a role or function under a plan that is for coping with emergencies/natural disasters (prepared by the Commonwealth or a state or territory).
- (ii) a firefighting, civil defense, or rescue body.
- (iii) any other body which is mainly involved in responding to an emergency or natural disaster such as the SES, CFA, or RSPCA

6.5 Attendance at a Court

Where an employee is required to attend at a Court in connection with the employee's duties, the employee will be paid travel time if outside their ordinary working hours, fares and ordinary wages for the time attending the

Court.

6.6 Sundry Provisions

6.6.1 All, cleaning materials, disinfectants and wringer buckets will, where necessary, be provided by the Company.

6.6.2 Suitable dressing accommodation will be provided by the Company.

6.7 Commitment to training

6.7.1 The level of training in the Company will continue to be reviewed and upgraded.

6.7.2 The Company and the employees commit themselves to training as is regarded by them as appropriate and also to ascertain legislative and safety compliance.

6.7.3 It is agreed that the Company and the employees will co-operate in ensuring that training is maintained and improved.

6.7.4 This training will form the basis of an enhanced career structure in the Company.

6.7.5 Staff members required to attend training outside the Brisbane Metropolitan Area will be entitled to be reimbursed for any travel expenses incurred should a company vehicle not be available.

6.7.6 Any travel expenses to be paid must be pre-approved by the relevant department manager.

6.7.7 The Company will consider any suggested training subject to the following:

- a) Relevance to the duties of the role
- b) Whether the training meets legislative and/or safety requirements
- c) Whether the training can benefit both the Company and the employee once the new skill is applied
- d) Whether the training meets operational requirements (including budget)
- e) Training already completed by the relevant staff member.

6.8 Security License

6.8.1 The Company will reimburse a permanent employee or long-term casual at Operational levels 3 and 4 the renewal cost of the security licence provided the employee submits the receipt from the Office of Fair Trading (OFT) to the Operations Manager for approval.

- 6.8.2 Should the employee resign from the Company, the employee will be required to pay back all or part of the allowance amount, or the allowance amount will be deducted from the employee's final pay.
- 6.8.3 The amount owed will be calculated on a pro-rata basis in accordance with the number of months remaining on the security licensed as at the date of termination of employment.
- 6.8.4 Full time employees in Levels 3.1A and 3.1B who are due to renew their security licence during their first 6 months of employment with the Company, will receive the reimbursement amount in accordance with section 6.8 at the completion of their probation period.

6.9 Crowd Controller and First Aid Training

6.9.1 The Company will reimburse the reasonable cost of Crowd Controller Refresher training if undertaken with a company approved provider:

- a) Asset College (Logan, North Lakes & Gold Coast)
- b) Australian Training Institute (Loganholme & Sandgate)

Where an employee undertakes First Aid training requirements (as amended from time to time by the OFT) outside of the onsite course offering a lump sum payment of \$100 (GST inclusive) will be made where approved and authorised by the Company. Where an employee wishes to undertake Advanced First Aid, this must be approved in advance and completed in own time. Reimbursement will be made on presentation of a tax invoice.

- 6.9.2 The employee shall not receive any further paid entitlement for such training.
- 6.9.3 Crowd Controller training shall be undertaken in the employee's own time, and First Aid and CPR Refresher training will be provided through an onsite course offering unless alternative arrangements have been approved by Management prior to undertaking.
- 6.9.4 Should the employee resign within 12 months of receiving any of the abovementioned reimbursements, the employee will be required to pay back all or part of the reimbursement amount, or the reimbursement amount will be deducted from the employee's final pay.
- 6.9.5 The amount owed will be calculated on a pro-rata basis in accordance with the number of months remaining until the employee has reached 12 months from the date of receipt of the reimbursement.

6.9.6 Full time employees in Levels 3.1A and 3.1B who are due to complete the Crowd Controller or First Aid and/or CPR Refresher training during their first 6 months of employment with the Company, will receive the reimbursement amount in accordance with this section at the completion of their probation period.

6.10 Drug & Alcohol Policy

All staff members will be required to execute the Drug & Alcohol Policy and Procedure, after applicable consultation, as part of their ongoing employment with BML. A copy of this policy will be provided to you. All staff members are expected to support the importance of BML's promotion of safety within the Brisbane Markets site, including the requirements of the Brisbane Market Regulations and Drug & Alcohol testing.

6.11 Forklift License

6.11.1 The company will cover the expense for company nominated employees to undertake the forklift licencing course at the company's discretion.

6.11.2 The company will reimburse a permanent employee or long-term casual employed at any level the cost of the renewal of a forklift licence provided that the employee submits the receipt to the Operations Manager for approval.

6.11.3 Should the employee resign from the Company, the employee will be required to pay back all or part of the reimbursement amount, or the reimbursement amount will be deducted from the employee's final pay.

6.11.4 The amount owed will be calculated on a pro-rata basis in accordance with the number of months remaining on the security licensed as at the date of termination of employment.

PART 7 INDUSTRIAL RELATIONS PROVISIONS

Workplace Delegates Rights

7.1.1 Clause 7.1 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

7.1.2 In clause 7.1:

- a. employer means the employer of the workplace delegate.
- b. delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- c. eligible employees mean members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

7.1.3 Before exercising entitlements under clause 7.1, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

7.1.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

7.1.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- a. consultation about major workplace change.
- b. consultation about changes to rosters or hours of work.
- c. resolution of disputes.
- d. disciplinary processes.
- e. enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
- f. any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

7.1.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 7.1.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

7.1.7 Entitlement to reasonable access to the workplace and workplace facilities

- a. The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees.
 - (ii) a physical or electronic noticeboard.
 - (iii) electronic means of communication ordinarily used in the workplace by
 - (iv) the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi.
 - (v) a lockable filing cabinet or other secure document storage area; and
 - (vi) office facilities and equipment including printers, scanners, and photocopiers.
- b. The employer is not required to provide access to or use of a workplace facility under clause 7.1.7(a) if:

- (i) the workplace does not have the facility.
- (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
- (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

7.1.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training.

Related to representation of the industrial interests of eligible employees, subject to the following conditions:

- a. In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- b. The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
- c. Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- d. The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- e. If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- f. The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- g. The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

7.1.9 Exercise of entitlements under clause 7.1

- a. A workplace delegate's entitlements under clause 7.1 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee.
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to

- occupational health and safety and acceptable use of ICT resources.
- (iii) not hinder, obstruct, or prevent the normal performance of work; and
- (iv) not hinder, obstruct, or prevent eligible employees exercising their rights to freedom of association.
- b. Clause 7.1 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- c. Clause 7.1 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.
 - (i) unreasonably fail or refuse to deal with a workplace delegate; or
 - (ii) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
 - (iii) unreasonably hinder, obstruct, or prevent the exercise of the rights of a workplace delegate under the Act or clause 7.1

SIGNATURES

DATED at this 10th day of January 2025

Signed for and on behalf of)
Brisbane Markets Limited)
ABN 39 064 983 017)



Signature of Authorised Representative

Eloise Tucker
Name of Authorised Representative
(BLOCK LETTERS)

Senior HR Advisor
Title of Authorised Representative

385 Sherwood Rd, Rocklea.
Address of Authorised Representative



Signature of Witness

JUDITH THORPE
Name of Witness
(BLOCK LETTERS)

SIGNED for and on behalf of the employees of)

Brisbane Markets Limited)

ABN 39 064 983 017)


Signature of Employee Representative

JADEN BIRD
Name of Employee Representative

(BLOCK LETTERS)

market office
Title of Employee Representative

385 Sherwood Rd, Rocklea
Address of Employee Representative



Signature of Witness

JUDITH THORPE
Name of Witness

(BLOCK LETTERS)

(BLOCK LETTERS)