

**BG BRISBANE  
ENTERPRISE AGREEMENT 2023**

# BG BRISBANE ENTERPRISE AGREEMENT 2023

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# BG BRISBANE ENTERPRISE AGREEMENT 2023

## PART 1 - APPLICATION AND OPERATION

### 1.1 Title

This Agreement shall be known as the BG Brisbane Enterprise Agreement 2023 ("the Agreement").

### 1.2 Coverage

This Agreement covers BG Brisbane ("the Employer"), and its Employees for whom classifications are provided for in Schedule 1 and 2 of this Agreement.

This Agreement will cover any Employee Organisation who is named in the Approval Decision issued by Fair Work Commission.

### 1.3 Period of Operation

1.3.1 This Agreement shall commence operation seven days after the date of approval by the Fair Work Commission with a nominal expiry date of 24 November 2027.

1.3.2 This Agreement shall be terminated only in accordance with the Fair Work Act 2009 (Cth) ('the Act').

### 1.4 Operation of Agreement

1.4.1 This Agreement will operate on a stand-alone basis and will not incorporate or be read in conjunction with any award.

1.4.2 This Agreement will be read in conjunction with the National Employment Standards (NES). No term of this Agreement shall be less favourable to Employees than the corresponding term in the NES. 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 No Further Claims

This Agreement is in resolution of all industrial matters and no further wage increases or other claims are to be sought by any party during the life of the Agreement.

### 1.6 Definitions

1.6.1 "**Store Worker**" means any Employee engaged in unloading, receiving, handling, storing, sorting, stacking, packing and/or delivery and dispatching of any produce, fruit and/or vegetables (minimal customer liaison) and activities and processes connected, incidental or ancillary to storage services, including but not limited to:

- The pre-packing or packing, weighing, assembling, price labelling, or preparing of goods or provisions or produce for sale; and
- The wrapping or packing of goods for dispatch and dispatch of goods for sale.

If an Employer or salesperson sets the price of any item, then a store worker can inform a customer of that price, without being classified as a salesperson; including but not limited to:

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- 1.6.2 **"Salesperson"** means an Employee classified as such engaged in the sale of commodities in large quantities other than to final consumers where such tasks involve communicating with suppliers, determining selling prices, selling, documenting sales, deliveries and returns and in receiving, storing, stacking and dispatching of fruit and/or vegetables.
- 1.6.3 **"Office Worker"** shall include any person employed either exclusively or principally in the pursuit or vocation of writing, engrossing, typing, calculating, whether by ordinary means or by means of any process calculated to achieve a like result; and/or in invoicing, billing, charging, recording, checking, or otherwise dealing with records, documents, writings, correspondence, attending telephone switchboards, receiving and answering telephone calls, books, and accounts of any person, firm, company, association, or corporation, and administrative duties of a clerical nature.
- 1.6.4 **"Act"** means *Fair Work Act 2009* (Cth).
- 1.6.5 **"NES"** means the National Employment Standards set out in the Act.

## PART 2 - CONSULTATION AND DISPUTE RESOLUTION

### 2.1 Dispute Settlement Procedure

If a dispute relates to a matter arising under the agreement or the NES:

- 2.1.1 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 2.1.2 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.
- 2.1.3 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 2.1.4 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.
- 2.1.5 If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
- 2.1.6 A decision that the 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

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be made against the decision.

2.1.7 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.

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

## 2.2 Consultation

2.2.1 This clause applies if:

- (a) the Employer has made a definite decision to introduce a major change to its production, program, organisation, structure or technology, that is likely to have a significant impact on Employees.
- (b) Proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

### Major Change

2.2.2 The Employer must notify the relevant Employees of the decision to introduce the major change.

*“Relevant Employees” means the Employees who may be affected by the change.*

2.2.3 For the purposes of this clause:

- (a) a major change is likely to have a “significant effect” on Employees if it results in:
  - i. the termination of the employment of Employees; or
  - ii. major change to the composition, operation or size of the Employer’s workforce or to the skills required of Employees; or
  - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - iv. the alteration of hours of work; or
  - v. the need to retrain Employees; or
  - vi. the need to relocate Employees to another workplace; or
  - vii. the restructuring of jobs.

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- 2.2.4 The relevant Employees may appoint a representative for the purposes of the procedures under this clause. The Employer will recognise all such representatives for the purposes of this clause, provided that it is aware of the appointment.
- 2.2.5 As soon as practicable after making its decision, the Employer must:
- (a) discuss with the relevant Employees and their representative/s (if appropriate):
    - i. the introduction of the change; and
    - ii. the effect the change is likely to have on the Employees; and
    - iii. measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (b) for the purposes of the discussion – provide, in writing to the relevant Employees and their representative/s (if appropriate):
    - i. all relevant information about the change including the nature of the change proposed; and
    - ii. information about the expected effect of the change on the Employees; and
    - iii. any other matters likely to affect the Employees.
- 2.2.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees and their representative/s.
- 2.2.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees or their representatives.

### **Change to regular roster or ordinary hours of work**

- 2.2.8 For a change referred to in clause 2.2.1(b), the Employer must notify the relevant Employees of the proposed change.

*“Relevant Employees” means the Employees who may be affected by the change.*

- 2.2.9 The relevant Employees may appoint a representative for the purposes of the procedures under this clause. The Employer will recognise all such representatives for the purposes of this clause, provided that it is aware of the appointment.
- 2.2.10 As soon as practicable after proposing to introduce the change, the Employer 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 Employer reasonably believes will be the effects of the change on the Employees; and
    - iii. information about any other matters that the Employer 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).



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- 2.2.11** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 2.2.12 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 2.2.13** Despite the provisions of Clause 2.2, where this Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have a significant effect.

### **PART 3 – INCIDENTAL AND PERIPHERAL DUTIES**

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

### **PART 4 - TERMS AND CONDITIONS OF EMPLOYMENT**

#### **4.1 Individual Flexibility Agreements**

- 4.1.1 An Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with 1 or more of the following matters:
    - i. arrangements about when work is performed;
    - ii. overtime rates;
    - iii. penalty rates;
    - iv. allowances;
    - v. leave loading; and
  - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one(1) or more of the matters mentioned in paragraph a); and
  - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 4.1.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 4.1.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the Employer and Employee; and

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- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
  - i. the terms of the enterprise agreement that will be varied by the arrangement; and
  - ii. how the arrangement will vary the effect of the terms; and
  - iii. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

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

**4.1.5** The Employer or Employee may terminate the individual flexibility arrangement:

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

**4.1.6** Eligible Employees may apply for Flexible Work Arrangements as per the Act.

### **4.2 Contract of Employment**

**4.2.1** Employees may be engaged on either a full-time, part-time or casual basis under this agreement.

**4.2.2** 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; and
- (c) Employment category, i.e., full-time, part-time or casual.

### **4.3 Probationary Period**

**4.3.1** All Full Time and Part Time Employees will be on probation for a period 6 months from the date of commencement of their employment.

**4.3.2** During this period the Employer will review and assess the Employee's work performance.

**4.3.3** The Employer may terminate the Employee's employment at any time during the probationary period by giving the Employee one week's notice or paying the Employee in lieu of notice. During the probationary period, the Employee may also terminate their employment with the Employer by providing one week's notice to the Employer.

**4.3.4** For clarity, nothing in this Agreement impacts on the minimum employment period as outlined in the Act.

#### **4.4 Casual Employment**

- 4.4.1 A casual Employee is one who meets the definition of a casual Employee under the NES. For the sake of clarity, this means, an Employee who accepts an offer of employment from the Employer on the basis that the Employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the Employee.
- 4.4.2 A casual Employee will be paid per hour worked and will receive a casual loading of 25%. The casual loading is payable instead of other entitlements from which casuals are excluded by terms of this Agreement and the NES.
- 4.4.3 A casual Employee will be paid at the relevant casual hourly rate of pay (including casual loading) for ordinary hours prescribed by Clause 4.10 for the appropriate classification.
- 4.4.4 A casual Employee engaged as a store worker or salesperson will have a minimum engagement in accordance with Clause 7.1 of the Agreement, or were engaged as an Office worker, a casual Employee will have a minimum engagement in accordance with Clause 8.1 of the Enterprise Agreement.
- 4.4.5 A casual Employee may terminate their employment or have their employment terminated by the Employer at any time without notice.
- 4.4.6 Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

#### **4.5 Part-Time Employment**

- 4.5.1 A part-time Employee is an Employee who is employed for not more than 38 ordinary hours per week and has a reasonably predictable hours of work.
- 4.5.2 At the time of engagement, the Employer and the part-time Employee will agree in writing on all of the following:
- (a) the number of ordinary hours to be worked each day;
  - (b) the days of the week on which the Employee will work; and
  - (c) the times at which the Employee will start and finish work each day.

Changes to the agreed number of hours to be worked or to the times at which the Employee will start and finish work each day must be agreed in writing. The days worked may be changed by the Employer by giving the Employee 7 days' notice of the change.

Changes to the start and finish times of a shift may be made by the employer giving at least 7 days' notice, or at any time by the employer and employee by mutual agreement.

- 4.5.3 Part-time Employees will be paid at the hourly rate prescribed by Clause 4.10 for the appropriate classification with a minimum of 3 consecutive hours on any day that work is performed.

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4.5.4 The terms of this Agreement will apply on a pro-rata basis to part-time Employees based on the number of hours worked.

### **4.6 Full-time Employment**

4.6.1 A full-time Employee engaged as a Store Worker or Salesperson is an Employee who is engaged to work an average of 40 ordinary hours per week which includes two (2) additional reasonable hours.

4.6.2 A full-time Employee engaged as an Officeworker is an Employee who is engaged to work an average of 38 ordinary hours per week.

### **4.7 Alternative Individual Agreement (AIA)**

4.7.1 The terms of the AIA are:

- (a) About permitted matters under section 172 of the Act; and
- (b) Are not unlawful terms under section 194 of the Act; and
- (c) Result in the Employee being better off overall than the Employee would be if no arrangement was made.

4.7.2 An AIA may be offered to and accepted by an Employee following consultation with that Employee. The Employee may at any time seek independent assistance or advice from an appropriate representative or legal or financial advisor regarding the AIA.

4.7.3 An Employee who accepts an AIA may revert to standard employment terms and conditions at any time by giving 28 days written notices of the change to the Employer. The Employer may agree to waive or reduce this notice period.

4.7.4 AIA Employees engaged on a full-time basis will be required to work a maximum of 38 ordinary hours per week, plus reasonable additional hours, in accordance with the NES.

4.7.5 AIA Employees will receive, as a minimum a 33.33% loading on the rates of pay set out in Clause 4.10 in lieu of items listed in 4.7.10 and for the hours required to perform the role.

4.7.6 Any non-AIA Employee who becomes an AIA Employee will be paid out their accrued annual leave loading at the applicable non-AIA rate.

4.7.7 If a requirement arises for an AIA Employee to undertake shift work the matter will be discussed between the Employer and Employee concerned and the provisions of Clause 2.2 Consultation shall apply.

4.7.8 AIA Employees will, as a minimum, be entitled to meal breaks, crib breaks and rest pauses as contained in Clause 7.6 and Clause 8.6 respectively of this Agreement.

4.7.9 AIA Employees shall receive no less in total annual remuneration, excluding Employer superannuation contributions, than what they would have otherwise received pursuant to this Agreement based on the individual's role.

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4.7.10 Employees who accept an AIA, negotiated in accordance with Clause 4.7 will be exempt from the following provisions contained in this Agreement:

- (a) Overtime – Clauses 7.9, 8.7, and 8.12
- (b) Penalty rates for Weekends and Public Holiday work – Clauses 7.10 and 8.8.
- (c) Shift Penalties – Clauses 7.7 and 8.15
- (d) Annual leaving loading – Clause 6.1

4.7.11 The AIA arrangement must not result in the Employee receiving less than the amount the Employee would have received as a non-AIA Employee under this Agreement for the work performed over the year for which the wage is paid (or, if the employment ceases earlier, over such lesser period as has been worked).

4.7.12 The Employer must each 12 months from the commencement of the AIA arrangement or upon the termination of employment of an AIA Employee calculate the amount of remuneration that would have been payable to the Employee as a non-AIA Employee under the provisions of this Agreement over the relevant period and compare it to the remuneration actually paid to the AIA Employee. Where the latter amount is less than the former amount, the Employer shall pay the Employee the amount of the shortfall within 14 days.

### **4.8 Classifications**

4.8.1 Employees will be classified in accordance with the relevant classification structure specified in Schedule 1 and Schedule 2 of the Agreement.

### **4.9 Wage Increases**

Wage rates as prescribed by clause 4.10 will be increased annually in accordance with the percentage increases to the minimum award rates of the Storage Services and Wholesale Award 2020 and Clerks Private Sector Award 2020 respectively, as determined by the annual wage review of the Fair Work Commission.

### **4.10 Wage Rates**

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

- (a) An Office Worker classification is based on a thirty-eight (38) hour week; and
- (b) A Store Worker or Sale persons classification is based on forty (40) hours paid at ordinary time rate of pay which includes two (2) additional reasonable hours paid at time and a half.

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Rates for casual Employees in this pay scale include a loading of 25% on the relevant Full time/Part time hourly rate.

Classification		Full Time Weekly Pay	Full time and Part Time Hourly Rate	Casual Rate Hourly Rate
Store Worker	Grade 1 – On Commencement	\$988.10	\$24.10	\$30.13
	Grade 1 – After 3 months	\$1,000.40	\$24.40	\$30.50
	Grade 1 – after 12 months	\$1,012.70	\$24.70	\$30.88
	Grade 2	\$1,020.90	\$24.90	\$31.13
	Grade 3	\$1,049.60	\$25.60	\$32.00
	Grade 4	\$1,082.40	\$26.40	\$33.00
Salespersons	Grade 1 – On Commencement	\$988.10	\$24.10	\$30.13
	Grade 1 – After 3 months	\$1,000.40	\$24.40	\$30.50
	Grade 1 – after 12 months	\$1,012.70	\$24.70	\$30.88
	Grade 2	\$1,020.90	\$24.90	\$31.13
	Grade 3	\$1,049.60	\$25.60	\$32.00
	Grade 4	\$1,082.40	\$26.40	\$33.00
Office Worker	Level 1 – Year 1	\$912.00	\$24.00	\$30.00
	Level 1 – Year 2	\$957.60	\$25.20	\$31.50
	Level 1 – Year 3	\$984.20	\$25.90	\$32.38
	Level 2 – Year 1	\$995.60	\$26.20	\$32.75
	Level 2- Year 2	\$1,014.60	\$26.70	\$33.38
	Level 3	\$1,052.60	\$27.70	\$34.63
	Level 4	\$1,105.80	\$29.10	\$36.38
	Level 5	\$1,151.40	\$30.30	\$37.88

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### 4.11 Payment of wages

Payment of wages shall be made fortnightly, except where otherwise mutually agreed between the Employer and the majority of Employees. Wages may be paid by electronic funds transfer, directly into a nominated Bank account of the Employee's choice.

### 4.12 Superannuation

Employees will be paid superannuation in accordance with the *Superannuation Guarantee (Charge) Act 1992* and the *Superannuation Guarantee (Administration) Act 1992* and regulations.

## PART 5 – TERMINATION OF EMPLOYMENT AND REDUNDANCY

### 5.1 Termination of Employment

5.1.1 Except in the case of casual Employees or fixed-term Employees, where the employment relationship is to be terminated, the Employer shall provide the Employee with the following amount of notice in writing, which may be paid in lieu:

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

5.1.2 In addition to the notice in clause 5.1, Employees over 45 years of age and with at least 2 years' of continuous service, shall be entitled to an additional week's notice if notice of termination is provided by the Employer.

5.1.3 An Employee shall provide the Employer the same periods of notice as specified in Clause 5.1 in order to terminate their employment.

5.1.4 In calculating any payment in lieu of notice the ordinary time rate of pay for the Employee concerned shall be used.

5.1.5 Unless otherwise agreed, if an Employee, over the age of 18 years old, fails to provide the Employer with the required period of notice of termination, the Employer may withhold from the Employee an amount that is no more than one week's wage from the Employee.

(a) If the Employer has agreed to a shorter period of notice than that required under Clause 5.1, then no deduction can be made under Clause 5.1.4.

5.1.6 Notwithstanding the preceding clauses, the Employer may terminate the employment of an Employee without notice (or without payment in lieu of notice) where the Employee has engaged in serious misconduct, which may include, but is not limited to, the following:

(a) willful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment;

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- (b) conduct that causes serious and imminent risk to the health and safety of a person, or the reputation, viability, or profitability of the Employer's business;
- (c) during the course of the Employee's employment, engaging in:
  - i. Theft;
  - ii. Fraud; or
  - iii. Assault; or
  - iv. Sexual Harassment;
- (d) being intoxicated at work;
- (e) unauthorised consumption and/or possession of alcohol or any illicit drug during working hours; or
- (f) refusal to carry out lawful and reasonable instruction that is consistent with the Employee's contract of employment.

### 5.2 Redundancy

5.2.1 Clause 5.2 does not apply to:

- (a) any of the following Employees:
  - i. an Employee employed for a specified period of time, for a specified task, or for the duration of a specified season; or
  - ii. An Employee with less than 12 month's continuous service; or
  - iii. an Employee whose employment is terminated because of serious misconduct; or
  - iv. a casual Employee; or
  - v. an Employee who is an apprentice; or
  - vi. an Employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement.
- (b) shall not apply to an Employer that employs a total of less than 15 staff.

5.2.2 Where an Employer decides that they no longer wish the job the Employee has been doing to be done by anyone, and this is not due to the ordinary turnover of labour, the Employer shall consult with the Employee directly affected.

5.2.3 For the purpose of the consultation the Employer shall, as soon as practicable, provide in writing to the Employees concerned all relevant information about the proposed terminations including the reasons for the proposed terminations, the numbers and categories of Employees likely to be affected and the period over which the terminations are likely to be carried out.

5.2.4 Where a decision has been made to terminate an Employee in the circumstances outlined in Clause 5.2 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.



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5.2.5 If the Employee's employment is ended because of redundancy then, as well as notice prescribed for ordinary termination (as per Clause 5.1.1), the Employer will pay the Employee a severance payment based on the following:

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

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

5.2.7 Employee leaving during notice

An Employee whose employment is terminated for reasons set out in Clause 5.2, may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such Employee remained with the Employer until the expiry of such notice, provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

5.2.8 Exemption Where Transmission of Business

An Employee is not entitled to redundancy pay under Clause 5.2 in relation to the termination of his or her employment with the Employer if:

- (a) the Employee accepts an offer of employment made by the Employer or another Employer (including an associated entity of the Employer) that is on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with the Employer immediately before the termination; or
- (b) the Employee rejects an offer of employment made by the Employer or another Employer (including an associated entity of the Employer) that:
  - i. is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with the Employer immediately before the termination; and
  - ii. recognises the Employee's service with the Employer.

**PART 6 - LEAVE AND PUBLIC HOLIDAYS**

**6.1 Annual leave**

6.1.1 Employees (other than casual Employees) are entitled to Annual Leave in accordance with the NES and this clause.

6.1.2 For the sake of clarity, the below summarises Employees' entitlements to annual leave:

- (a) All Employees (other than casual Employees) are entitled to four (4) weeks of paid annual leave for each completed year of service, or such lesser pro-rata amount for less than a full 12 months of service.
- (b) For each year of service with the Employer, a shiftworker is entitled to 5 weeks of paid annual leave. For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a seven (7) day shiftworker who is regularly rostered to work on Sundays and public holidays.
- (c) The entitlement to paid annual leave accrues progressively during a year of service according to an Employee's ordinary hours of work and accumulates from year to year.
- (d) Employees are required to provide the Employer with a minimum of 4 weeks' notice of their intention to take annual leave. Such notice may be reduced by mutual agreement between the Employer and an Employee per occasion.

6.1.3 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave.

6.1.4 If the employment of any Employee is terminated before the expiration of a full year of employment, such Employee shall be paid in addition to all other amounts due, the pro rata annual leave accrual.

6.1.5 Calculation of annual leave pay - In respect to Annual leave entitlements to which clause 6.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) The Employer must pay the Employee for the Employee's period of leave at the Employee's minimum rate of pay at the time the employee takes leave.

Note: Where an Employee is receiving over-Agreement payments such that the Employee's base rate of pay is higher than the rate specified under this Agreement, the Employee is entitled to receive the higher rate while on a period of paid annual leave.

- (b) In addition, the Employer will pay the greater of:
  - i. A loading of 17.5% of the amount payable under clause 6.1.5(a);
  - ii. The weekend penalty rate payments the Employee would have received in respect of ordinary hours of work had the Employee not been on leave during the relevant period; or

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- iii. In the case of a shiftworker, the shift penalty rate the Employee would have received in respect of ordinary hours of work had the Employee not been on leave during the relevant period.

### **Cashing out of Annual Leave**

6.1.6 The Employer and an Employee may agree in writing to the cashing out of a particular amount of accrued annual leave entitlement by the Employee on the following conditions:

- (a) Minimum cashing out of 5 days per request
- (b) Maximum cashing out of 10 days per request
- (c) Only two requests per calendar year with the total days cashed out being no greater than 10 days. Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 6.1.6.
- (d) Following the cashing out, the Employee's remaining accrued entitlement to paid annual leave must not be less than 4 weeks.

6.1.7 The Agreement under Clause 6.1.6 must:

- (a) State the amount of leave to be cashed out and the payment to be made to the Employee for it; and
- (b) State the date on which the payment is to be made.
- (c) Be signed by the Employer and Employee; and if, the Employee is under 18 years of age, by the Employee's parent or guardian.

### **Excessive Annual Leave**

6.1.8 Annual leave that remains untaken shall accumulate from year to year, however the Employer reserves the right to direct an Employee to take a period of leave where such accrued leave is excessive and considered to be inconsistent with the policies of the Employer.

6.1.9 An Employee has excessive leave accrual if the Employee has accrued more than 8 weeks paid annual leave or 10 weeks paid annual leave for a shiftworker.

6.1.10 If an Employee has excessive leave accrual, the Employer or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

6.1.11 Clause 6.1.13 sets out how the Employer may direct an Employee who has excessive leave accrual to take paid annual leave.

### **Direction by Employer that Excessive Leave be taken:**

6.1.12 If the Employer has genuinely tried to reach an agreement with an Employee under Clause 6.1.10 but agreement is not reached (including because the Employee refuses to confer), the Employer may direct the Employee in writing to take one or more periods of paid annual leave.

6.1.13 In directing an Employee to take leave, the Employer must provide 8 weeks' notice. The Employee must retain at least 6 weeks leave and must be directed to take at

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least 1 week of leave. The Direction must not require the Employee to take annual leave beginning less than 8 weeks or more than 12 months after the direction is given and must not be inconsistent with any leave arrangement agreed by the Employer and Employee.

### **Direction to take Annual Leave during Shutdown**

6.1.14 This clause is applicable where the Employer:

- (a) intends to shut down all or part of its operation for a particular period (temporary shutdown period); and
- (b) wishes to require affected Employees to take paid annual leave during that period.

6.1.15 The Employer must give the affected Employees 28 days' written notice of a temporary shutdown period, or any shorter period agreed between the Employer and the majority of relevant Employees.

6.1.16 The Employer must give written notice of a temporary shutdown period to any Employee who is engaged after the notice is given under Clause 6.1.15 and who will be affected by that period, as soon as reasonably practicable after the Employee is engaged.

6.1.17 The Employer may direct the Employee to take a period of paid annual leave to which the Employee has accrued an entitlement during a temporary shutdown period.

6.1.18 A direction by the Employer under Clause 6.1.17:

- (a) must be in writing; and
- (b) must be reasonable.

6.1.19 The Employee must take paid annual leave in accordance with a direction under Clause 6.1.17.

6.1.20 In respect of any part of a temporary shutdown period which is not the subject of a direction under Clause 6.1.17, an Employer and Employee may agree, in writing, for the Employee to take leave without pay during that part of the temporary shutdown.

6.1.21 An Employee may take annual leave in advance during a temporary shutdown period in accordance with an agreement under Clause 6.1.24.

6.1.22 In determining the amount of paid annual leave to which an Employee has accrued an entitlement, any period of paid annual leave taken in advance by the Employee, in accordance with an agreement under clause 6.1.24, to which an entitlement has not been accrued, is to be taken into account.

6.1.23 Clauses 6.1.8-6.1.13 do not apply to a period of annual leave that an Employee is required to take during a temporary shutdown period in accordance with Clause 6.1.14.

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### Annual leave in advance

6.1.24 An Employer and Employee may agree in writing to the Employee taking a period of paid annual leave before the Employee has accrued an entitlement to the leave.

6.1.25 An agreement must:

- (a) state the amount of leave to be taken in advance and the date on which leave is to commence; and
- (b) be signed by the Employer and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.

6.1.26 The Employer must keep a copy of any agreement under Clause 6.1.24 as an Employee record.

6.1.27 If, on the termination of the Employee's employment, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under Clause 6.1.24, the Employer may deduct from any money due to the Employee on termination an amount equal to the amount that was paid to the Employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

### 6.2 Personal Leave / Carer's Leave

6.2.1 Employees are entitled to Personal/Carer's Leave in accordance with the NES and this clause.

6.2.2 Full-time Employees will accrue 10 days Personal/Carer's Leave per year of service. Part-time Employees will accrue Personal/Carer's Leave on a pro-rata basis of the full-time entitlement.

6.2.3 Casual Employees will also be entitled to 2 day's unpaid carer's leave.

6.2.4 To be entitled to Personal Leave the Employee must, if the Employer so requires, produce a medical certificate or statutory declaration in support of any absence or absences due to illness or injury. Absences of more than 2 consecutive days must be supported by a medical certificate or statutory declaration.

6.2.5 Where practicable the Employee shall notify the nominated representative of the Employer of any absence prior to the commencement of the Employee's next period of work and the Employee shall within 24 hours of the commencement of such absence, as far as practicable, state the nature of the illness or incapacity and the estimated duration of the absence.

6.2.6 **Carer's leave** is available if the Employee is required to provide care or support to members of the Employee's immediate family or household when they are ill, injured or in an unexpected emergency.

6.2.7 The term "immediate family" has the meaning specified in the Act, which is:

- (a) The Employee's spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto

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partner of the Employee.

- 6.2.8 All time taken as paid carer's leave will be deducted from the Employee's accrued entitlement to personal/carer's leave.
- 6.2.9 To be granted paid carer's leave the Employee must satisfy the reasonable requirements of the Employer in relation to the provision of a medical certificate or other satisfactory proof. Absences of more than 2 consecutive days must be supported by such evidence.
- 6.2.10 Where practicable the Employee shall notify the nominated representative of the Employer of any absence prior to the commencement of the Employee's next period of work and the Employee shall within 24 hours of the commencement of such absence, as far as practicable, state the nature of the illness or incapacity and the estimated duration of the absence.
- 6.2.11 Notwithstanding 7.2.2 and 6.2.8 the Employer may require the Employee to provide a medical certificate or statutory declaration where the leave is taken in conjunction with any public holiday or weekend or where the Employer reasonably suspects the Employees of abusing their personal leave entitlements.
- 6.2.12 The Employee will not be required to take sick leave for any period in respect of which the Employee is entitled to worker's compensation.

### **6.3 Compassionate Leave**

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

- 6.3.1 Compassionate Leave is paid leave granted to a full-time or part-time Employee when an immediate member of the Employee's family or household has a life-threatening illness or injury or dies, a baby in their immediate family or household is stillborn, the Employee has a miscarriage or their current spouse or de facto partner has a miscarriage. Such leave shall be limited to two (2) working days per occasion and is not cumulative.
- 6.3.2 The Employee is entitled to compassionate leave only if the Employee provides the Employer with any evidence that the Employer reasonably requires of the illness, injury or death.
- 6.3.3 Casual Employees are not entitled to be paid for Compassionate Leave however, casuals are entitled to at least 2 days unpaid compassionate leave per each occasion where eligible.

### **6.4 Parental Leave**

Employees are entitled to unpaid Parental Leave in accordance with the NES.

### **6.5 Long Service Leave**

- 6.5.1 Employees are entitled to Long Service Leave in accordance with the Industrial Relations Act 2016 (Qld).

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### **6.5.2 Cashing out of Long Service Leave**

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

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

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

## **6.6 Public Holidays**

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

6.6.2 All work done by any Employee on:

- The 1st January (New Years Day);
- The 26th January (Australia Day);
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Sunday;
- Easter Monday;
- The 25th April (Anzac Day);
- The King's Birthday;
- The 24th of December – after 6:00pm (Christmas Eve)
- The 25th of December (Christmas Day);
- The 26th of December (Boxing Day);
- Labour Day;
- Annual Show Day; or
- Any additional holiday proclaimed or gazetted by the Commonwealth Government or of a State or Territory or locality Government.

6.6.3 Employees required to perform work on a public holiday will be paid in accordance with Clauses 7.10, 8.7, 8.8, 8.12 and 8.15.

6.6.4 Other arrangements for pay for work on holidays

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

## **6.7 Family and Domestic Violence Leave**

6.7.1 Employees are entitled to Family and Domestic Violence Leave in accordance with the NES.

## **6.8 Community Service Leave**

6.8.1 Employees will be entitled to Community Service leave for the purpose of engaging in eligible community service activities in accordance with the NES.

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6.8.2 Community service leave is unpaid leave with exception of jury duty.

- (a) An Employee (other than a casual Employee) required to attend for jury service during ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the Employee would have received in respect of the ordinary time the Employee would have worked had the Employee not been on jury service.
- (b) An Employee shall notify the Employer as soon as practicable of the date upon which the Employee is required to attend for jury service and shall provide the Employer with proof of this attendance, the duration of such attendance and the amount received in respect thereof.

### PART 7 – STOREWORKER AND SALES EMPLOYEES

#### 7.1 Casual Employees

7.1.1 A casual Employee will be guaranteed not less than 4 hours' engagement every start.

#### 7.2 Junior wage rates

7.2.1 The minimum rate to be paid to junior Employees is as follows:

Age	Percentage of hourly rate for Storeworker grade 1 or Salesperson level 1
	%
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	100

#### 7.3 Higher Duties

7.3.1 Any Employee employed under the job classification of either Store Worker or Salesperson, may be required to fill a position under classifications in Schedule 1.

7.3.2 Where a full-time or part-time Employee performs work temporarily at a classification higher than that which the Employee is classified at, the Employee will be paid as follows:

- (a) Up to 3 hours on any one day – the rate of pay prescribed for such higher classification for the time worked at the higher level. For work less than 3 hours, Employees must receive a minimum payment of one hour at the higher rate of pay;
- (b) Over 3 hours on any one day – a full day's pay at the rate prescribed for such higher classification;
- (c) Over 20 hours in any one week – a full week's pay at the rate prescribed for such higher classification.

7.3.3 Where a full-time or part-time Employee performs a task outside their current skill



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level, and where the appropriate rate of wages is less than what the Employee currently earns, the full-time or part-time Employee will continue to be paid at their current rate of wages.

- 7.3.4 If at the direction of the Employer, a casual Employee performs the work of 2 or more classifications on the same day or shift, the Employee will be entitled to the casual hourly rate of pay applicable for the classification relevant to the work that the Employee spends the largest proportion of their time undertaking on the day or shift.
- (a) A casual Employee will only be entitled to receive the hourly rate applicable to a particular classification if they have the required skills to the appropriate classification and are utilising those skills.

### **7.4 Hours of Work – Day Workers**

- 7.4.1 The ordinary hours of work will be an average of 40 ordinary hours per week which includes two (2) additional reasonable hours, averaged over 4 weeks.
- 7.4.2 The ordinary hours are worked between 6.00am and 5:30pm Monday to Sunday.
- (a) The ordinary hours of work prescribed in Clause 7.4.1 shall not exceed 10 hours of ordinary time in any one day.
- 7.4.3 The Employer must give one week's notice before changing the starting and finishing times in any establishment.
- 7.4.4 Each day's starting and finishing times of Employees may be staggered.
- 7.4.5 Preparation for starting and finishing work is to be in the Employee's time, including washing hands, and changing clothes etc.

### **7.5 Hours of Work – Shift Workers**

- 7.5.1 The ordinary hours of work will be an average of 40 ordinary hours per week which includes two (2) additional reasonable hours, which may be averaged as follows:
- (a) hours in one day;
- (b) 40 hours in any one week;
- (c) 80 hours in any 14 consecutive days;
- (d) 120 hours in any 21 consecutive days; or
- (e) 160 hours in any 28 consecutive days.
- 7.5.1 The ordinary hours for shift Employees are between 12:01am Monday and midnight Sunday.
- 7.5.2 A shiftworker who performs ordinary time between midnight on Friday and midnight on Saturday will be paid time and half (150%) of the minimum hourly rate.

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- 7.5.3 A shiftworker who performs ordinary time between midnight on Saturday and midnight on Sunday will be paid double time (200%) of the minimum hourly rate.
- 7.5.4 The rates set out in Clause 7.5.3 and 7.5.4 are in substitution for and not cumulative upon the shift penalty rates set out in clause 7.7.

### 7.6 Rest Periods/ Meal Breaks

- 7.6.1 No Employee will be required to work longer than 5 hours without an unpaid meal break of not less than 30 minutes or more than 60 minutes, to be taken at a time arranged between the Employer and their Employees: Meal breaks shall be staggered and taken as mutually agreed between the Employee and the Employer without penalty to the Employer.
- 7.6.2 Every Employee covered by this Agreement shall be entitled to a paid rest pause of 10 minutes duration each morning and afternoon. By agreement between the Employer and an Employee, the rest pauses may be combined into one 20-minute rest pause. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary. Such rest pauses shall not be taken within one hour of normal commencement or cessation of work; or within one hour either side of a meal break.

### 7.7 Shift Penalty Rates

- 7.7.1 For the purposes of this clause:
- (a) **Early morning shift** means a shift commencing between 2:00am and 7:00am.
  - (b) **Afternoon shift** means a shift finishing after 6:00pm and at or before midnight.
  - (c) **Night shift** means a shift finishing after midnight and at or before 9:00am.
- 7.7.2 An Employee while on **early morning shift** will be paid for such shift at 112.5% of the minimum hourly rate.
- 7.7.3 An Employee while on **afternoon shift** will be paid for such shift at 115% of the minimum hourly rate.
- 7.7.4 An Employee while on **night shift** will be paid for such shift at 130% of the minimum hourly rate.
- 7.7.5 Shiftworkers who are required to work ordinary shifts on a public holiday will be paid in accordance with Clause 7.10 instead of the shift penalty rates set out above.
- 7.7.6 Casual Employees are to be paid the casual loading in addition to the prescribed shift penalty, which is to be applied to the ordinary hourly rate payable to full-time and part-time Employees. For the sake of clarity and by way of example, this means a casual Employee would receive a penalty of 137.5% (inclusive of casual loading) on the ordinary hourly rate payable to full-time and part-time Employees, for performing an early morning shift.

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### 7.8 Rostering

- 7.8.1 The roster of ordinary hours and overtime shall be in accordance with the operational requirements of the Company.
- 7.8.2 An Employee will be given a minimum of 48 hours' notice of change to their shift or in their usual hours of engagement. In case of emergency, to cover unplanned absence, or by agreement with an individual Employee, the minimum period of notice can be waived.

### 7.9 Overtime

- 7.9.1 All time worked in excess of or outside the ordinary hours of work shall attract overtime.
- 7.9.2 All time worked in excess of the hours as mutually agreed to in accordance with Clause 4.5.2 by part-time Employees shall attract overtime.
- 7.9.3 Overtime for full-time and part-time Employees will be paid at the rate of 150% of the minimum hourly rate for the first 2 hours and 200% thereafter.
- 7.9.4 Overtime for casual Employees will be paid at the rate of 175% of the minimum hourly rate payable to full-time and part-time Employees, for the first 2 hours and 225% thereafter.
- 7.9.5 For the purposes of calculating overtime:
- (a) each day or shift shall stand alone.
  - (b) **Day** means all the time between the normal commencing time of one day and the normal commencing time of the next succeeding day;
  - (c) **Saturday** means all the time between midnight Friday and midnight Saturday; and
  - (d) **Sunday** means all the time between midnight Saturday and midnight Sunday.
- 7.9.6 Time off Instead of payment for overtime
- (a) An Employee and the Employer may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.
  - (b) Any amount of overtime that has been worked by an Employee in a particular pay period and that is to be taken as time off instead of the Employee being paid for it must be the subject of a separate agreement under Clause 7.9.6 (c).
  - (c) An agreement must state each of the following:
    - i. the number of overtime hours to which it applies and when those hours were worked;
    - ii. that the Employer and Employee agree that the Employee may take time off instead of being paid for the overtime;

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- iii. that, if the Employee requests at any time, the Employer must pay the Employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
  - iv. that any payment mentioned in Clause 7.9.6.(c) (iii) must be made in the next pay period following the request.
- (d) The period of time off that an Employee is entitled to take is the same as the number of overtime hours worked.
- (e) Time off must be taken:
  - i. within the period of 6 months after the overtime is worked; and
  - ii. at a time or times within that period of 6 months agreed by the Employee and Employer.
- (f) If the Employee requests at any time, to be paid for overtime covered by an agreement under Clause 7.9.6 but not taken as time off, the Employer must pay the Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in Clause 7.9.6 (e) (i), the Employer must pay the Employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The Employer must keep a copy of any agreement under Clause 7.9.6 as an Employee record.
- (i) The Employer must not exert undue influence or undue pressure on an Employee in relation to a decision by the Employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) If, on the termination of the Employee's employment, time off for overtime worked by the Employee to which Clause 7.9.6 applies has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

### 7.9.7 Rest Period after Overtime

- (a) Wherever reasonably practicable overtime will be arranged so that Employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) Where an Employee works so much overtime that there are fewer than 10 hours between finishing overtime on one day and commencing ordinary work on the next day, the Employee will be released until the Employee has had at least 10 consecutive hours off without loss of pay for ordinary working time occurring during such absence.
- (c) If, on the instructions of the Employer, an Employee resumes work or continues work without having had 10 consecutive hours off duty, a full-time and part-time Employee will be paid 200% of the minimum hourly rate, and a casual Employee will be paid 225% of the minimum hourly rate, until released from duty and will then be absent until the Employee has had 10

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consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

### **7.10 Penalty Rates for Weekends and Public Holidays**

#### **7.10.1 Saturdays**

- (a) All ordinary time worked on a Saturday must be paid for at 150% of the minimum hourly rate for full-time and part-time Employees.
- (b) All ordinary time worked on a Saturday by a casual Employee will be paid at the rate of 175% of the minimum hourly rate payable to full-time and part-time Employees.
- (c) An Employee required to work overtime on a Saturday must be given at least 3 hours' work or must be paid 3 hours at the rate in Clause 7.10.1 (a) or 7.10.1 (b), except where such overtime is worked immediately before or after ordinary hours of work.

#### **7.10.2 Sundays**

- (a) All ordinary time worked on a Sunday must be paid for at 200% of the minimum hourly rate for full-time and part-time Employees.
- (b) All ordinary time worked on a Sunday by a casual Employee will be paid at the rate of 225% of the minimum hourly rate payable to full-time and part-time Employees.
- (c) An Employee required to work overtime on a Sunday must be given at least 4 hours' work or must be paid 4 hours at the rate in Clause 7.10.2 (a) or Clause 7.10.2 (b), except where such overtime is worked immediately before or after ordinary hours of work.

#### **7.10.3 Public Holidays**

- (a) All work performed on any of the public holidays prescribed or substituted in accordance with Clause 6.6 must be paid for at the rate of 250% of the minimum hourly rate for full-time and part-time Employees. For casual Employees, the penalty rate will be 275% of the minimum hourly rate payable to full-time and part-time Employees.
- (b) An Employee required to work must be given at least 4 hours' work or must be paid 4 hours at the rate in Clause 7.10.3 (a).
- (c) Where shifts fall partly on a public holiday, the shift which has the major portion falling on the public holiday must be regarded as the holiday shift.
- (d) Hours of work performed immediately before or after a part-day public holiday that form part of one continuous shift, are counted as part of the minimum payment/engagement period in Clause 7.10.3(b).

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### **7.11 Call-back**

#### **7.11.1 Mondays to Fridays**

- (a) An Employee called back to work after the Employee has left work for the day must be paid for a minimum of 4 hours' work calculated at the appropriate rate for each time the Employee is called back.

#### **7.11.2 Saturdays**

- (a) An Employee called back to work after 12 noon on a Saturday must be paid for a minimum of 4 hours' work calculated at 200% of the minimum hourly rate.

#### **7.11.3 Sundays**

- (a) An Employee called back to work on a Sunday must, for the first call-back, be paid for a minimum of 4 hours' work at 200% of the minimum hourly rate. Each subsequent call-back must be paid at the rate of 200% of the minimum hourly rate for the actual time worked.

### **7.12 Allowances**

#### **7.12.1 First Aid Allowance**

- (a) An Employee who is qualified to St John Ambulance standard or equivalent will be paid an allowance \$15.01 per week, if requested to act as the first aid attendant.
- (b) If the Employer requests that an Employee obtain first aid attendant qualifications (St John Ambulance standard or equivalent), the Employee must be reimbursed:
  - i. the cost of approved books/manuals; and
  - ii. other approved out-of-pocket expenses associated with attending the first aid course; on attaining such qualifications

#### **7.12.2 Cold temperatures**

Employees required to work in cold temperatures will be paid the additional rates as follows:

- (a) From -15.6 degrees Celsius down to -19.9 degrees Celsius: \$1.00 per hour or part thereof;
- (b) Less than -18.9 degrees Celsius down to -23.3 degrees Celsius: \$1.50 per hour or part thereof;
- (c) Less than -23.3 degrees Celsius: \$2.00 per hour or part thereof.

#### **7.12.3 Meal Allowance**

An Employee required to work overtime in excess of one hour after the usual finishing time will be paid an allowance of \$19.61. The meal allowance will not be payable to an Employee who can reasonably return home for a meal.

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### 7.12.4 Provision of Tools

- (a) An Employee will be reimbursed for the cost of purchasing or supplying tools if:
- i. they are required to use these tools in the course of their work; and
  - ii. the tools are not provided by the Employer.

### 7.12.5 Protective clothing and uniform reimbursements

- (a) Where an Employer requires an Employee to wear any special uniform, dress or clothing, such uniform, dress or clothing will either be supplied and laundered by the Employer, or the Employer will reimburse the Employee for the cost of laundering and purchase of such clothing.
- (b) Where it is agreed between the Employer and the Employee that the work normally performed by the Employee is of an unusually dirty, wet or obnoxious nature, suitable protective clothing and/or footwear will be supplied by the Employer, or else the Employer will reimburse the Employee for the cost of such protective clothing and footwear.

## PART 8 - OFFICE EMPLOYEES

### 8.1 Casual Employees

- 8.1.1 A casual Employee must be paid for a minimum of 3 hours' work on each engagement even if they are rostered to work for fewer than 3 consecutive hours.

### 8.2 Junior wage rates

- 8.2.1 The minimum rate to be paid to junior Employees is as follows:

Age	Percentage of the minimum rate that would otherwise be applicable
	%
Under 16 years of age	45
16 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

### 8.3 Higher Duties

An Employee who is required to perform any of the duties of a higher classification for more than one day is entitled to at least the minimum rate applicable to the higher level under this Agreement.

**Employees other than Shiftworkers:**

**8.4 Ordinary Hours of Work**

- 8.4.1 The maximum number of ordinary hours that can be worked in a week by an Employee is an average of:
- (a) 38 hours per week over a period of up to 4 weeks; or
  - (b) 38 hours per week over a roster period agreed between the Employer and Employee.
- 8.4.2 Ordinary hours may be worked between:
- (a) 6:00am and 7:00pm Monday to Friday; and
  - (b) 6:00am and 12:30pm Saturday
- 8.4.3 The maximum number of ordinary hours that can be worked on any day is 10, excluding unpaid meal breaks.
- 8.4.4 The Employer and an Employee may agree that the Employee may take time off during ordinary hours and make up that time by working at another time during ordinary hours.

**8.5 Rostering Arrangements**

- 8.5.1 The Employer may roster Employees in such a way that Employees:
- (a) Work longer hours on one or more days over a roster cycle as part of their ordinary hours of duty; and
  - (b) Take a rostered day off at some later time.
- 8.5.2 An Employee who works on a rostered day off basis on a 20-day roster cycle over a 12-month period is entitled to 12 rostered days off over that period.
- 8.5.3 The Employer must give the Employee 4 weeks' notice of the day the Employee is to take as a rostered day off.
- 8.5.4 Substitution of rostered days off
- (a) With the agreement of the Employer, an Employee may substitute their scheduled rostered day off for another day.
  - (b) The Employer may substitute another day for a rostered day off in any of the following circumstances:
    - i. a machinery breakdown;
    - ii. an electrical power shortage or breakdown;
    - iii. an unexpected spike in the work required to be performed by the business; or
    - iv. another emergency situation.



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### 8.5.5 Banking Rostered Days Off

- (a) The Employer and an Employee may agree to an arrangement under which the Employee works on their normal rostered days off and accumulates up to 5 banked rostered days off that may be taken at times that are convenient to both the Employer and Employee.
- (b) The Employer must keep a record of the Employee's banked rostered days off.
- (c) The Employee must give at least 5 days' notice before taking a banked rostered day off.
- (d) An Employee is not entitled to overtime payment for working more than the average number of ordinary hours in a week as a result of working on a rostered day off under the banking system.
- (e) No reduction in payment is to be made for an Employee working less than the average number of ordinary hours per week as a result of taking banked rostered days off but the Employee must be paid according to the average pay system during any week the Employee elects to take a banked rostered day off.
- (f) On the termination of an Employee's employment, the Employer must pay an Employee for any banked rostered day off that has not been taken an amount equal to 20% of the Employee's average weekly wages (not including overtime) over the period of 6 months immediately before the termination.

### 8.6 Rest Periods / Meal Breaks

8.6.1 Employees other than shiftworkers are entitled the below rest periods in accordance with the hours worked in a day:

Hours Worked	Breaks
More than 3 but not more than 8 ordinary hours	One 10-minute paid rest break – to be taken at a time determined by the Employer
More than 8 ordinary hours	Two 10-minute paid rest breaks – to be taken at time determined by the Employer
More than 4 hours overtime on a Saturday morning	One 10-minute paid rest break

8.6.2 In addition to the above, an Employee who works more than 5 hours at a time is entitled to an unpaid meal break of not less than 30 minutes or more than 60 minutes, to be taken within each block of 5 hours.

8.6.3 The Employer must pay an Employee who is required to work through their meal break 200% of the minimum hourly rate from when the meal break would have commenced until a meal break is allowed.

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### 8.7 Overtime

8.7.1 The Employer must pay an Employee at the overtime rate for any hours worked at the direction of the Employer:

- (a) in excess of the ordinary weekly hours; or
- (b) in excess of 10 ordinary hours on any one day, excluding unpaid meal breaks; or
- (c) outside the spread of ordinary hours; or
- (d) for overtime worked on a rostered day off that is not substituted or banked; or
- (e) for part-time Employees, in excess of the number of ordinary hours that the Employee has agreed to work.

8.7.2 An Employee is entitled to be paid overtime when the total overtime an Employee has worked in one week reaches a minimum of half an hour.

8.7.3 Payment for working overtime

- (a) Employees other than shiftworkers will be paid overtime in accordance with the below:

<b>Hours of overtime worked per day</b>	<b>Overtime rate – Full-time and part-time Employees</b>	<b>Overtime rate – Casual Employees – penalty applied on ordinary hourly rate payable to full-time/part-time Employees</b>
Monday to Saturday – first 2 hours	150%	175%
Monday to Saturday – after 2 hours	200%	225%
Sunday – All day	200%	225%
Public Holiday – all day	250%	275%

- (b) The Employer must pay an Employee a minimum of 3 hours at overtime rates for work performed on a Saturday where an Employee has worked 38 hours or more over Monday to Friday
- (c) An Employee required to work overtime hours on a Sunday is entitled to not less than 4 hours pay (inclusive of ordinary hours worked).

8.7.4 Return to Duty

- (a) An Employee who returns to duty after the usual finishing hour of work for that day, must be paid at the overtime rate specified in Clause 8.7.3.
- (b) The Employee must be paid a minimum payment of 3 hours when returned to duty.

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- (c) Clause 8.7.4 does not apply where the work is continuous (subject to a meal break of not more than one hour) with the start or finish of ordinary working time.

### 8.7.5 Rest period after working overtime (Employees other than shiftworkers)

- (a) Wherever reasonably practicable overtime will be arranged so that Employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) Where an Employee works so much overtime that there are fewer than 10 hours between finishing overtime on one day and commencing ordinary work on the next day, the Employee will be released until the Employee has had at least 10 consecutive hours off without loss of pay for ordinary working time occurring during such absence.
- (c) If, on the instructions of the Employer, an Employee resumes work or continues work without having had 10 consecutive hours off duty, an Employee will be paid 200% of the minimum hourly rate, until released from duty and will then be absent until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

### 8.7.6 Time off Instead of payment for overtime

- (a) An Employee and the Employer may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.
- (b) Any amount of overtime that has been worked by an Employee in a particular pay period and that is to be taken as time off instead of the Employee being paid for it must be the subject of a separate agreement under Clause 8.7.6 (c).
- (c) An agreement must state each of the following:
  - i. the number of overtime hours to which it applies and when those hours were worked;
  - ii. that the Employer and Employee agree that the Employee may take time off instead of being paid for the overtime;
  - iii. that, if the Employee requests at any time, the Employer must pay the Employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
  - iv. that any payment mentioned in clause 8.7.6 (c) (iii) must be made in the next pay period following the request.
- (d) The period of time off that an Employee is entitled to take is the same as the number of overtime hours worked.
- (e) Time off must be taken:
  - i. within the period of 6 months after the overtime is worked; and

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- ii. at a time or times within that period of 6 months agreed by the Employee and Employer.
- (f) If the Employee requests at any time, to be paid for overtime covered by an agreement under Clause 8.7.6 but not taken as time off, the Employer must pay the Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in Clause 8.7.6 (e), the Employer must pay the Employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The Employer must keep a copy of any agreement under Clause 8.7.6 as an Employee record.
- (i) The Employer must not exert undue influence or undue pressure on an Employee in relation to a decision by the Employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) If, on the termination of the Employee's employment, time off for overtime worked by the Employee to which Clause 8.7.6 applies has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

### **8.8 Penalty rates (Employees other than shiftworkers)**

#### **8.8.1 Saturdays**

- (a) All ordinary time worked on a Saturday by a full-time or part-time Employee must be paid for at 125% of the minimum hourly rate.
- (b) All ordinary time worked on a Saturday by a casual Employee will be paid at the rate of 150% of the minimum hourly rate payable to full-time and part-time Employees.

#### **8.8.2 Sundays**

- (a) All ordinary time worked on a Sunday by a full-time or part-time Employee must be paid for at 200% of the minimum hourly rate.
- (b) All ordinary time worked on a Sunday by a casual Employee will be paid at the rate of 225% of the minimum hourly rate payable to full-time and part-time Employees.
- (c) An Employee required to work ordinary hours on a Sunday is entitled to not less than 4 hours' pay.

#### **8.8.3 Public Holidays**

- (a) All work performed on any of the public holidays prescribed or substituted in accordance with Clause 6.6 must be paid for at the rate of 250% of the minimum hourly rate. For casual Employees, the penalty rate will be 275% of the minimum hourly rate payable to full-time and part-time Employees.

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- (b) Where shifts fall partly on a public holiday, the shift which has the major portion falling on the public holiday must be regarded as the holiday shift.
- (c) An Employee required to work must be given at least 4 hours' work or must be paid 4 hours at the rate in Clause 8.8.3.
- (d) Hours of work performed immediately before or after a part-day public holiday that form part of one continuous shift, are counted as part of the minimum payment/engagement period in Clause 8.8.3.

### **Employees that are Shiftworkers:**

#### **8.9 Shiftwork:**

8.9.1 The below shiftwork provisions apply to Employees who are required to work their ordinary hours on any of the following shifts:

- (a) A shift finishing after 7:00pm and at or before midnight (afternoon shift)
- (b) A shift finishing after midnight, and at or before 7:00am (night shift)
- (c) A night shift which does not rotate with another shift or shifts or day work and which continues for a period of 4 consecutive weeks or longer (permanent night shift).

#### **8.10 Ordinary hours of work and rostering for shiftworkers**

8.10.1 The maximum number of ordinary hours that can be worked in a week is:

- (a) an average of 38 hours over a 4-week period; or
- (b) an average of 38 hours over a roster period, not exceeding 12 months, as agreed between an Employer and the majority of Employees concerned.

8.10.2 The maximum number of ordinary hours that can be worked in any day is 10, including paid breaks.

8.10.3 The following rostering arrangements apply to an Employee who works ordinary hours on shiftwork:

- (a) a maximum of 6 shifts can be worked over the period of a week; and
- (b) a Sunday may be included.

8.10.4 Changes to the times at which the Employee will start and finish a shift may be made:

- (a) by the Employer giving the Employee at least 7 days' notice of the change; or
- (b) at any time by the Employer and Employee by mutual agreement.

8.10.5 The Employer and an Employee may agree that the Employee may take a period of ordinary hours as time off and make up that time off by working at another time during which the Employee may work ordinary hours.

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### 8.11 Breaks for shiftworkers

8.11.1 An Employee working a shift defined in clause 8.9 is entitled to one 20-minute paid meal break per shift which is to be:

- (a) Taken within 5 hours of starting the shift; and
- (b) Counted as time worked.

8.11.2 Shiftworkers are entitled the below rest periods in accordance with the hours worked in a day:

<b>Hours Worked</b>	<b>Breaks</b>
More than 3 but not more than 8 ordinary hours	One 10-minute paid rest break – to be taken at a time determined by the Employer
8 ordinary hours or more	Two 10-minute paid rest breaks – to be taken at time determined by the Employer
More than 4 hours overtime on a Saturday morning	One 10-minute paid rest break - to be taken at time determined by the Employer

8.11.3 Where suitable to business requirements, the Employer will arrange for an Employee who is entitled to 2 paid rest breaks to take one rest break before and one rest break after their paid meal break.

### 8.12 Overtime for Shiftwork

8.12.1 Employees other than shiftworkers will be paid overtime in accordance with the below:

<b>Hours of overtime worked per day</b>	<b>Overtime rate – Full-time and part-time Employees</b>	<b>Overtime rate - Casual Employees – penalty applied on ordinary hourly rate payable to full-time/part-time Employees</b>
In excess of ordinary weekly hours in Clause 8.10.1		
First 3 hours	150%	175%
After 3 hours	200%	225%
In excess of ordinary daily hours on an ordinary shift		
First 2 hours	150%	175%
After 2 hours	200%	225%
Saturday, Sunday or Public Holiday that is not an ordinary working day	200%	225%

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8.12.2 Penalty rates for shiftwork set out in Clause 8.15 are not cumulative on overtime rates.

- (a) An Employer must pay an Employee for a minimum of 4 hours at the overtime rate specified in clause 8.12.1 if:
  - i. the Employee is required to work overtime on a Saturday, a Sunday or a public holiday; and
  - ii. the Employee would not have been ordinarily rostered to work that day; and
  - iii. the work is not continuous with the start or finish of the Employee's ordinary shift.

### **8.13 Rest period after working overtime**

8.13.1 Clause 8.13 applies when overtime is worked in any of the following circumstances:

- (a) For the purposes of changing shift roster; or
- (b) Where an Employee working a shift does not report for duty and another Employee is required to work their shift; or
- (c) When a shift is worked by arrangement between the Employees themselves.

8.13.2 Wherever reasonably practicable overtime will be arranged so that Employees have at least 8 consecutive hours off duty between the work of successive days.

8.13.3 Where an Employee works so much overtime that there are fewer than 8 hours between finishing overtime on one day and commencing ordinary work on the next day, the Employee will be released until the Employee has had at least 8 consecutive hours off without loss of pay for ordinary working time occurring during such absence.

8.13.4 If, on the instructions of the Employer, an Employee resumes work or continues work without having had 8 consecutive hours off duty, an Employee will be paid 200% of the minimum hourly rate, until released from duty and will then be absent until the Employee has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

### **8.14 Time off Instead of payment for overtime**

8.14.1 An Employee and the Employer may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.

8.14.2 Any amount of overtime that has been worked by an Employee in a particular pay period and that is to be taken as time off instead of the Employee being paid for it must be the subject of a separate agreement under Clause 8.14.3.

8.14.3 An agreement must state each of the following:

- (a) the number of overtime hours to which it applies and when those hours were worked;

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- (b) that the Employer and Employee agree that the Employee may take time off instead of being paid for the overtime;
- (c) that, if the Employee requests at any time, the Employer must pay the Employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
- (d) that any payment mentioned in clause 8.14.3 (c) must be made in the next pay period following the request.

8.14.4 The period of time off that an Employee is entitled to take is the same as the number of overtime hours worked.

8.14.5 Time off must be taken:

- (a) within the period of 6 months after the overtime is worked; and
- (b) at a time or times within that period of 6 months agreed by the Employee and Employer.

8.14.6 If the Employee requests at any time, to be paid for overtime covered by an agreement under Clause 8.14 but not taken as time off, the Employer must pay the Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

8.14.7 If time off for overtime that has been worked is not taken within the period of 6 months mentioned in Clause 8.14.5, the Employer must pay the Employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

8.14.8 The Employer must keep a copy of any agreement under Clause 8.14 as an Employee record.

- (a) The Employer must not exert undue influence or undue pressure on an Employee in relation to a decision by the Employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (b) If, on the termination of the Employee's employment, time off for overtime worked by the Employee to which Clause 8.14 applies has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

### 8.15 Penalty Rates for Shiftwork

8.15.1 Employees working ordinary hours on shifts in accordance with Clause 8.12 will be paid penalty rates as follows:

Shift	Penalty Rate
Afternoon or night	115%
Permanent night	130%
Saturday, Sunday or Public Holiday	150%



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8.15.2 Casual Employees are to be paid the casual loading in addition to the prescribed shift penalty, which is to be applied to the ordinary hourly rate payable to full-time and part-time Employees. For the sake of clarity this means a casual Employee would receive a penalty of 140% (inclusive of casual loading) on the ordinary hourly rate payable to full-time and part-time Employees, for performing an afternoon or night shift.

8.15.3 Despite clause 8.15.1:

- (a) an Employee who starts an ordinary shift between 11.00 pm and midnight on a Sunday or public holiday that extends into the next day that is not a public holiday is not entitled to the Sunday or public holiday penalty rate for the time worked on that Sunday or public holiday; but
- (b) an Employee who starts an ordinary shift between 11.00 pm and midnight on the day before a Sunday or public holiday that extends into that Sunday or public holiday is entitled to the Sunday or public holiday penalty rate for the time worked on that day.

### **8.16 Allowances**

#### **8.16.1 First Aid Allowance**

- (a) An Employee who is qualified to St John Ambulance standard or equivalent will be paid an allowance \$14.93 per week, if requested to act as the first aid attendant.

#### **8.16.2. Clothing and footwear allowance**

- (a) The Employer must reimburse an Employee who is required to work in conditions damaging to clothing for the cost of purchasing any uniforms and protective clothing not supplied or paid for by the Employer.
- (b) The Employer must reimburse an Employee who is constantly required to work in conditions that are wet and damaging to footwear for the cost of purchasing appropriate protective footwear not supplied or paid for by the Employer.
- (c) The Employer must reimburse an Employee who is required to wear a uniform for the cost of purchasing the uniform.
- (d) If the Employee is required to launder the uniform that they are required to wear, the Employer must pay the Employee an allowance of:
  - i. \$3.55 each week for a full-time Employee; or
  - ii. \$0.71 each shift for a part-time or casual Employee.

#### **8.16.3 Meal allowance**

- (a) An Employee who is required to work overtime of more than 1.5 hours after the Employee's ordinary time of ending work; and the Employee

## **BG BRISBANE ENTERPRISE AGREEMENT 2023**

was not given at least 24 hours' notice of the requirement to work overtime.

- (b) The Employer must:
  - i. Pay the Employee a meal allowance of \$18.23; or
  - ii. Supply the Employee with a meal.
- (c) If the number of hours worked under a requirement mentioned in Clause 8.16.3 (a) exceeds 4 hours, the Employer must pay a further meal allowance of \$14.60.

### **8.16.4 Vehicle allowance**

- (a) Where the Employer requires an Employee to use their own motor vehicle in performing their duties, the Employee must be paid an allowance of:
  - i. For a motor car, \$0.95 per kilometre; and
  - ii. For a motorcycle, \$0.32 per kilometre
- (b) The maximum allowance payable is for 400 kilometres per week.
- (c) An Employer who requires an Employee to use a motor vehicle provided by the Employer to perform their duties must pay all expenses for the motor vehicle including registration, running costs and maintenance.

### **8.16.5 Living away from home allowance**

- (a) The living away from home allowance is applicable in instances when:
  - i. The Employee is required by the Employer to temporarily work away from their usual place of employment; and
  - ii. the location at which the Employee is required to work makes it necessary for the Employee to stay overnight away from their usual place of residence; and
  - iii. the Employee is not provided with fares, meals and accommodation by the Employer.
- (b) The Employer must pay the Employee the following:
  - i. an allowance to cover all fares to and from the location at which the Employer requires the Employee to work; and
  - ii. an allowance to cover all reasonable expenses incurred for meals and accommodation.
- (c) The Employer must pay an Employee ordinary rate of pay for time spent travelling between the Employee's usual place of employment and the temporary location, to a maximum of 8 hours in 24 hours.

### **8.16.6 Transport reimbursement for shiftwork**

- (a) Clause 8.16.6 applies to an Employee working shiftwork to whom all of the following apply:
  - i. the Employee starts or finishes work at a time other than their normal time; and
  - ii. reasonable means of transport are not available to the Employee; and

## **BG BRISBANE ENTERPRISE AGREEMENT 2023**

- iii. the Employer does not provide, or arrange for, a suitable means of transport to or from the Employee's usual place of residence at no cost to the Employee.
- (b) The Employer must reimburse the Employee the cost they reasonably incurred in taking a commercial passenger vehicle from the Employee's usual place of residence to the place of employment or from the place of employment to the Employee's usual place of residence, whichever is applicable.

**BG BRISBANE ENTERPRISE AGREEMENT 2023**

**SIGNATURES**

DATED at ROCKLEA this 23rd day of NOVEMBER 2023.

Signed for and on behalf of

**BG BRISBANE**  
66 385 735 076

Andrea Kruger  
.....  
Signature of Authorised Representative

[Signature]  
.....  
Signature of Witness

ANDREA KRUGER  
.....  
Name of Authorised Representative  
(BLOCK LETTERS)

CARMELO Mailli  
.....  
Name of Witness  
(BLOCK LETTERS)

MANAGER  
.....  
Title of Authorised Representative

11 VALE ST BUNDAMBA QLD 4304  
.....  
Address of Authorised Representative

**SIGNED for and on behalf of the Employees of**

**BG BRISBANE**

[Signature]  
.....  
Signature of Employee Representative

[Signature]  
.....  
Signature of Witness

ANTONIO MELE  
.....  
Name of Employee Representative  
(BLOCK LETTERS)

CARMELO Mailli  
.....  
Name of Witness  
(BLOCK LETTERS)

Salespersons  
.....  
Title of Employee Representative

111 Nectar Circuit Redbank Plains  
.....  
Address of Employee Representative

**SCHEDULE 1 – STOREWORKER AND SALES CLASSIFICATION STRUCTURE**

**Classification Structure**

**Store Workers**

The following describes the classifications for Store Workers (as per the definition in Clause 1.6) employed under this Agreement:

**(1) Store Worker Level 1 (Point of Entry: New Employee):**

- (a) Key Attributes - An Employee at this level is employed primarily in the role of storing, packing, loading and unloading fruits and vegetables; and performs to the capacity of their training and experience, as required and:
  - (i) is responsible for the quality of their own work subject to detailed direction;
  - (ii) works in a team environment and/or under routine supervision;
  - (iii) undertakes duties in a safe and responsible manner;
  - (iv) exercises discretion within the scope of their level of skills and training; and
  - (v) possesses basic interpersonal and communication skills.
- (b) Sample Tasks - Indicative of some of the tasks which an Employee at this level may perform, are the following:
  - (i) storing and packing of goods and materials in accordance with appropriate procedures and/or regulations;
  - (ii) Loading and unloading vehicles;
  - (iii) the pre-packing or packing, weighing, assembling, pricing or preparing of goods or provisions or produce for sale;
  - (iv) the wrapping or packing of goods for dispatch and the dispatch of goods;
  - (v) preparation and receipt of appropriate documentation including liaison with suppliers;
  - (vi) cleaning up warehouses and selling floors;
  - (vii) picking over product;
  - (viii) allocation and product movement to and from specific warehouse and selling floor areas;
  - (ix) maintenance of records regarding product receipt, delivery or movement, as required;
  - (x) allocating and retrieving goods from specific warehouse areas;
  - (xi) basic operation of computer terminal or similar equipment;
  - (xii) periodic housekeeping and stock checks;
  - (xiii) responsible for housekeeping in own work environment; and
  - (xiv) use of non-licensed material handling equipment.

**(2) Store Worker Level 2 (Points of Entry: Storeworker Level 1 who has proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade):**

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- (a) Key Attributes - An Employee at this level performs work above and beyond the skills of an Employee at Store Worker level 1 and to the capacity of their training and experience, as required and:
- (i) is able to understand detailed instructions and work from procedures;
  - (ii) is able to co-ordinate work in a team environment under limited supervision;
  - (iii) is expected, and may be required, to perform tasks at a lower skill level;
  - (iv) gains and holds appropriate qualifications and licences (including a forklift licence) as required;
  - (v) has a responsibility in ensuring that correct procedures are followed in the receipt, packing, sorting, storage and dispatch of produce;
  - (vi) is responsible for the quality of their own work; and
  - (vii) possesses sound interpersonal and communication skills.
- (b) Sample Tasks - Indicative of some of the tasks which an Employee at this level may perform, in addition to the sample tasks of the lower skill level, are the following:
- (i) Inventory and store control;
  - (ii) licensed operation of all appropriate materials handling equipment;
  - (iii) sorting and sizing product, and packing as required;
  - (iv) quality control over product; and
  - (v) preparation and receipt of documents relating to the receipt and dispatch and delivery of goods.
  - (vi) use of tools and equipment within the warehouse (basic non-trades maintenance); and
  - (vii) computer terminal operation at a level higher than that of an Employee at Storeworker grade 1.

**(3) Store Worker Level 3 (Points of Entry: Storeworker grade 2 who has proven demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade):**

- (a) Key Attributes - An Employee at this level performs work above and beyond the skills of an Employee at Store Worker Level 2 and to the capacity of their training and experience, as required and:
- (i) understands and is responsible for quality control standards;
  - (ii) is responsible for the quality of their own work and the checking of the quality of others' work;
  - (iii) possesses an advanced level of interpersonal and communication skills;
  - (iv) has competent keyboard skills;
  - (v) works from instructions and procedures according to the task at hand and the Employer's policies and objectives;

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- (vi) gains and holds appropriate qualifications and licences (including a forklift licence and/or commercial vehicle licence) as required;
  - (vii) is expected, and may be required, to perform tasks at a lower skill level;
  - (viii) maintains a significant role in organising and carrying out product movement, storage and/or delivery functions;
  - (ix) has sound working knowledge of all warehousing/store duties performed at levels below this grade, and exercises discretion within scope of this grade; and
  - (x) may perform work requiring minimal supervision either individually or in a team environment.
- (b) Sample Tasks - Indicative of some of the tasks which an Employee at this level may perform, in addition to the sample tasks of lower skill levels, are the following:
- (i) use of a computer terminal for purposes such as the maintenance of a deposit storage system, information input/retrieval, etc. at a level higher than grade 2;
  - (ii) operation of all materials handling equipment under licence;
  - (iii) stock control and recording in maintaining efficient rotation and movement through warehouses;
  - (iv) development and refinement of a store layout including proper location of goods and their receipt and dispatch, and
  - (v) is responsible for the supervision of and the responsibility for the conduct of work of up to 10 Employees.

### **(4) Store Worker Level 4 (Points of entry: Storeworker grade 3 who has Proven and demonstrated skills to the level required of this grade):**

- (a) Key Attributes - An Employee at this level performs work above and beyond the skills of an Employee at Store Worker Level 3, and to the level of their training and experience, as required, and:
- (i) implements quality control techniques and procedures;
  - (ii) gains and holds appropriate qualifications and licences (including a forklift licence and/or commercial vehicle licence) as required;
  - (iii) has a sound knowledge of the Employer's operations as it relates to product handling, storage and throughput;
  - (iv) highly developed level of interpersonal and communication skills;
  - (v) ability to supervise and provide direction and guidance to other Employees including the ability to assist in the provision of on-the-job training and induction;
  - (vi) exercises discretion within the scope of this grade and is responsible for the quality of their own work;
- (b) Sample Tasks - Indicative of the tasks which an Employee at this level may perform, in addition to the sample tasks of lower skill levels, are as follows:

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- (i) liaison with management, suppliers and customers with respect to stores operations;
- (ii) operation under licence and supervision of all materials handling and transport equipment;
- (iii) detailing and co-ordinating activities of other storeworkers and acting in a leading hand capacity for in excess of 10 storeworkers; and
- (iv) maintaining control registers including inventory control and be responsible for the preparation and reconciliation of regular reports or stock movement, dispatches, deliveries etc.

### Salespersons

The following describes the classifications for Salespersons (as per the definition in Clause 1.6) employed under this Agreement:

#### (1) Salesperson - Level 1:

- (a) Key Attributes - An Employee at this level performs one or more of the following functions at a wholesale establishment:
  - (i) the receiving and preparation for sale and/or display of goods;
  - (ii) negotiating with buyers for settlement of sales transactions;
  - (iii) the display shelf filling, replenishing or any other method of exposure or presentation for sale of goods;
  - (iv) the sale or hire of goods by any means;
  - (v) allocation and product movement to and from specific warehouse and selling floor areas;
  - (vi) the receiving, arranging or making payment by any means;
  - (vii) the recording by any means of a sale or sales;
  - (viii) the delivery of goods;
  - (ix) loss prevention;
  - (x) demonstration of goods for sale;
  - (xi) cleaning up the Selling Floor;
  - (xii) the provision of information, advice and assistance to customers;
  - (xiii) work which is incidental to or in connection with any of the above.

- (b) Salespersons will undertake duties as directed within the limits of their competence, skills and training including incidental cleaning.

#### (2) Salesperson - Level 2:

- (a) Key Attributes - An Employee at this level performs work at a wholesale establishment at a higher skill level than a Salesperson level 1.
- (b) Indicative job titles which are usually within the definition of a Salesperson level 2 include:



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- (i) licensed operation of all appropriate materials handling equipment;
- (ii) control of inventory on selling floors;
- (iii) basic Computer operation;
- (iv) supplier contact and negotiation;
- (v) sales settlement and follow-up;
- (vi) buyer contact and dispute settlement; and
- (vii) basic keyboard operations.

### **(3) Salesperson - Level 3:**

- (a) Key Attributes - An Employee at this level performs work at a wholesale establishment at a higher level than a Salesperson level 2.
- (b) Indicative of the tasks which might be required at this level are the following:
  - (i) supervisory assistance to a designated person in charge of a defined section/department or team leader;
  - (ii) operation of all materials handling equipment under licence;
  - (iii) use of a computer and keyboard for purposes in addition to simple transaction details;
  - (iv) supplier contact and negotiation;
  - (v) buyer contact and dispute settlement;
  - (vi) stock control;
  - (vii) sales settlement, documentation and follow-up;
  - (viii) exercising quality control;
  - (ix) monitoring of selling prices both within the Market and elsewhere;
  - (x) determination of both buying and selling prices in consultation with Management, where no Salesperson Level 4 is employed;
  - (xi) provision of input to budgeting exercises;
  - (xii) visiting growing areas to liaise with suppliers and potential suppliers.

### **(4) Salesperson - Level 4:**

- (a) Key Attributes - An Employee at this level performs work at a wholesale establishment at a higher level than a Salesperson level 3. Indicative of the tasks which might be required at this level are the following:
  - (i) being in charge of a defined section/department;
  - (ii) supervision of staff;
  - (iii) stock control; or

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- (iv) buying/ordering requiring the exercise of discretion as to price, quantity, quality etc
  - (v) operation, under licence, and supervision of all materials handling and transport equipment;
  - (vi) liaison with management, suppliers and buyers, with respect to product supply and sales;
  - (vii) complex Computer and keyboard operation;
  - (viii) maintain control registers including inventory control and be responsible for the preparation and reconciliation of regular reports on stock movement, despatches, etc.;
  - (ix) attending to all aspects of sales, sales documentation and follow-up, as required;
  - (x) visiting growing areas as required;
  - (xi) providing sales budgets.
- (b) The level 4 classification level shall not apply to Employees principally engaged in managerial work including the performance of tasks other than those identified in the list above.

**SCHEDULE 2 –OFFICE WORKER CLASSIFICATION STRUCTURE**

**5.1 Classification Structure**

**Office Workers**

The following describes the classifications for Office Workers (as per the definition in Clause 1.6) employed under this Agreement.

**(1) Office Worker - Level 1:**

- (a) Key Attributes - An Employee at this level performs to the capacity of their training and experience, as required and:
- (i) includes initial recruits who have limited relevant experience. As such, initially, work is performed under close direction using established practices, procedures and instructions.
  - (ii) performs routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.
  - (iii) are responsible and accountable for their own work within established routines, methods and procedures and the less experienced Employees' work may be subject to checking at all stages. The more experienced Employee may be required to give assistance to less experienced Employees in the same classification.
- (b) Sample Tasks - Indicative of some of the tasks which an Employee at this level may perform are the following:
- i. reception or switchboard duties including:
  - ii. directing telephone callers to appropriate staff;
  - iii. issuing and receiving standard forms;
  - iv. relaying internal information;
  - v. greeting visitors;
  - vi. maintaining basic records;
  - vii. filing, collating and copying documents;
  - viii. handling or distributing mail including messenger service;
  - ix. dealing with accounts, invoices, orders and store requisitions through recording, matching, checking and batching;
  - x. operating a keyboard and related business equipment in order to achieve competency in Level 2.

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### (2) *Office Worker - Level 2*

- (a) Key Attributes - An Employee at this level performs to the capacity of their training and experience as required, and:
- (i) has had sufficient experience or training to enable them to carry out their assigned duties under general direction;
  - (ii) are responsible and accountable for their own work which is performed within established guidelines. In some situations, detailed instructions may be necessary. This may require the Employee to exercise limited judgment and initiative within the range of their skills and knowledge;
  - (iii) acknowledges that their work may be subject to final checking and, as required, progress checking; and ;
  - (iv) may be required to check the work or provide guidance to other Employees at a lower level or provide assistance to less experienced Employees at the same level or any combination of one or more of these requirements.
- (b) Sample Tasks - Indicative of some of the tasks which an Employee at this level may perform, in addition to the sample tasks at the lower skill level, may include the following:
- i. reception or switchboard duties set out in Level 1 and, in addition, responding to enquiries, as appropriate, consistent with their knowledge of the organisation's operations and services or where presentation, or the use of interpersonal skills, is a key aspect of the position;
  - ii. operation of business equipment including computerised radio or telephone equipment, computers, printing devices, Dictaphone equipment and typewriters;
  - iii. word processing, such as the use of a word processing software package to create, format, edit, correct, print and save text documents such as standard correspondence and business documents;
  - iv. stenographer or person employed to take shorthand and to transcribe by means of appropriate keyboard equipment;
  - v. copy typing and audio typing;
  - vi. maintenance of records or journals (or both) including initial processing and recording relating to the following:
    - 1. reconciliation of accounts to balance; and
    - 2. incoming or outgoing cheques; and
    - 3. invoices; and
    - 4. debit or credit items; and
    - 5. payroll data; and
    - 6. petty cash imprest system; and
    - 7. letters;
  - vii. computer applications, including using a software package which

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may include one or more of the following functions:

1. create new files and records;
  2. spreadsheet or worksheet;
  3. graphics;
  4. accounting or payroll file;
  5. following standard procedures and using existing models or fields of information;
- viii. arrange routine travel bookings and itineraries or make appointments;
- ix. provide general advice and information on the organisation's products and services such as at the front counter or by telephone.

### **(3) Office Worker - Level 3:**

- (a) Key Attributes - An Employee at this level performs work above and beyond the skills of an Employee at Office Worker Level 2 and to the capacity of their training and experience, as required and:
- (i) have achieved a standard to be able to perform specialised or non-routine tasks or features of the work;
  - (ii) require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties; and
  - (iii) may be required to give assistance or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to Employees in Levels 1 and 2 and should be able to train such Employees by means of personal instruction and demonstration.
- (b) Sample Tasks - Indicative of some of the tasks which an Employee at this level may perform, in addition to the sample tasks at lower skill levels, are the following:
- i. preparing cash payment summaries, banking reports and bank statements; calculating and maintaining wage and salary records; following credit referral procedures; applying purchasing and inventory control requirements; and posting journals to ledger;
  - ii. providing specialised advice and information on the organisation's products and services;
  - iii. responding to clients, the public or suppliers' problems within own functional area utilising a high degree of interpersonal skills;
  - iv. applying computer software in order to:
    1. create new files and records;
    2. maintain computer-based records management systems;
    3. identify and extract information from internal and external

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- sources; or
- 4. use advanced word processing or keyboard functions;
- v. arranging travel bookings and itineraries, making appointments, screening telephone calls, responding to invitations, organising internal meetings, establishing and maintaining reference lists or personal contact systems;
- vi. applying specialist terminology and processes in professional offices.

### **(4) Office Worker - Level 4**

- (a) Key Attributes - An Employee at this level performs work above and beyond the skills of an Employee at Office Worker Level 3 and to the capacity of their training and experience, as required and:
  - (i) will have achieved a level of organisation or industry specific knowledge sufficient for them to give advice or information to the organisation and clients in relation to specific areas of their responsibility.;
  - (ii) require only limited guidance or direction and would normally report to more senior staff as required.;
  - (iii) May, as a principal feature, but not a requirement, supervise Employees in lower levels in terms of responsibility for the allocation of duties, co-ordination of work flow, checking of progress, quality of work and resolving problems.;
  - (iv) exercise initiative, discretion and judgment at times in performing their duties.;
  - (v) train Employees in Levels 1-3 by personal instruction and demonstration.
  
- (b) Sample Tasks - Indicative of some of the tasks which an Employee at this level may perform, in addition to the sample tasks at lower skill levels, are the following:
  - i. secretarial and executive support services including:
    - 1. maintaining executive diary; and
    - 2. attending executive and organisational meetings and taking minutes; and
    - 3. establishing and maintaining current working and personal filing systems for executive; and
    - 4. answering executive correspondence from oral or handwritten instructions.
  - ii. ability to prepare financial or tax schedules, calculate costings, wage or salary requirements; complete personnel or payroll data for authorisation; reconcile accounts to balance;
  - iii. advising or providing information on one or more of the

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following:

1. employment conditions;
  2. workers compensation procedures and regulations;
  3. superannuation entitlements, procedures and regulations;
- iv. applying one or more computer software packages to:
1. create new files and records; or
  2. maintain computer-based management systems; or
  3. identify and extract information from internal and external sources; or
  4. use advanced word processing/keyboard functions.

### (5) Office Worker - Level 5

- (a) Key Attributes - An Employee at this level performs work above and beyond the skills of an Employee at Office Worker Level 4 and to the capacity of their training and experience, as required and:
- (i) are subject to broad guidance or direction and would report to more senior staff as required.
  - (ii) will typically have worked or studied in a relevant field and will have achieved a standard of relevant or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives within the relevant field or fields of their expertise.
  - (iii) are responsible for their own work and may have delegated responsibility for the work under their control or supervision including scheduling workloads, resolving operations problems, monitoring the quality of work produced and counselling staff for performance and work-related matters.
  - (iv) Are able to:
    1. train and supervise Employees in lower levels by means of personal instruction and demonstration; and
    2. assist in the delivery of training courses.
    3. exercise initiative, discretion and judgment often in the performance of their duties.
    4. possess relevant post-secondary qualifications. However, this is not essential.
- (b) Sample Tasks - Indicative of some of the tasks which an Employee at this level may perform, in addition to the sample tasks at lower skill levels, are the following:
- i. Application of knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions;

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- ii. application of computer software packages including the integration of complex word processing and desktop publishing, text and data documents;
- iii. providing reports for management in any or all of the following areas:
  - 1. accounts and finances; and
  - 2. staffing; and
  - 3. legislative requirements, and other company activities;
- iv. administering individual executive salary packages, travel expenses, allowances and company transport; administering salary and payroll requirements of the organisation.