

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 698 - reprint of award

**PROFESSIONAL AND ADMINISTRATIVE - QUEENSLAND PERFORMING ARTS CENTRE
AWARD - STATE 2003**

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Professional and Administrative - Queensland Performing Arts Centre Award - State 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Professional and Administrative - Queensland Performing Arts Centre Award - State 2003 as at 1 September 2010.

Dated 1 November 2010.

[L.S.] G.D. Savill
Industrial Registrar

**PROFESSIONAL AND ADMINISTRATIVE - QUEENSLAND PERFORMING ARTS CENTRE
AWARD - STATE 2003**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Professional and Administrative - Queensland Performing Arts Centre Award - State 2003.

1.2 Arrangement

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1.3 Award coverage

1.3.1 This Award applies to employees of the Queensland Performing Arts Trust whose rates of pay are fixed by this Award and to the Queensland Performing Arts Trust as the employer in respect of such employees.

1.4 Date of operation

This Award takes effect from 14 July 2003.

1.5 Definitions

1.5.1 The "Act" means the *Industrial Relations Act 1999*, as amended or replaced from time to time.

1.5.2 "Commission" means the Queensland Industrial Relations Commission.

1.5.3 "Performing Arts Employee" means an employee employed by the Queensland Performing Arts Trust who undertakes various responsibilities and duties to enable the Trust to effectively, promote, present and manage performing arts productions.

1.5.4 "The Trust" means the Queensland Performing Arts Trust constituted under the *Queensland Performing Arts Trust Act 1977 - 2001*

1.5.5 "Union" means the Queensland Public Sector Union of Employees.

1.6 Parties bound

This Award is binding on the Queensland Performing Arts Trust and its employees and The Queensland Public Sector Union of Employees and its members.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

2.1.1 In clause 2.1 a "relevant Union" means an organisation of employees that:

- (a) is party to this Award; and
- (b) has one or more members employed by the employer to perform work in the relevant enterprise or workplace.

(Note: The failure by an employer to give each relevant Union an opportunity to be involved in the consultative process leading to the making of an agreement may result in the Commission adjourning or refusing the application to amend the Award.)

2.1.2 At each enterprise or workplace, consultative mechanisms and procedures shall be established comprising representatives of the employer and employees. Each relevant Union shall be entitled to be represented.

2.1.3 The particular consultative mechanisms and procedures shall be appropriate to the size, structure and needs of the enterprise or workplace.

2.1.4 The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise or workplace according to its particular needs.

2.1.5 Where agreement is reached at an enterprise through such consultative mechanisms and procedures, and where giving effect to such agreements requires this Award, as it applies at the enterprise, to be amended, an application to amend shall be made to the Commission. The agreement shall be made available in writing, to all employees at the enterprise or workplace and to the Unions party to this Award.

2.1.6 When this Award is amended to give effect to an agreement made pursuant to clause 2.1 the amendment shall become a schedule to this Award and the amendment shall take precedence over any provision of this Award to the extent of any expressly identified inconsistency.

2.1.7 The agreement must meet the following requirements to enable the Commission to amend this Award to give effect to it:

- (a) that the purpose of the agreement is to make the enterprise operate more efficiently according to its particular needs;
 - (i) that the majority of employees covered by the agreement genuinely agree to it;
 - (ii) provided that such agreement does not unreasonably disadvantage any of the groups against whom discrimination is prohibited under the *Anti-Discrimination Act 1991*;
- (b) that the Award amendment necessitated by the agreement meets the requirements of the "no disadvantage" test set out at section 160 of the Act.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Prevention and settlement of disputes

3.1.1 The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.

3.1.2 Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

3.1.3 There is a requirement for management to provide relevant information and explanation and consult with the

appropriate employee representatives.

- 3.1.4 In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:
- (a) the matter is to be discussed by the employee's Union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
 - (b) if the matter is not resolved as per clause 3.1.4(a), it shall be referred by the Union representative and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;
 - (c) if the matter remains unresolved it may be referred to the chief executive officer or nominee for discussion and appropriate action. This process should not exceed 14 days;
 - (d) if the matter is not resolved then it may be referred by either party to the Commission for conciliation.
- 3.1.5 Nothing contained in this procedure shall prevent Unions or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

3.2 Employee grievance procedures

- 3.2.1 The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion; to reduce the level of disputation; and to promote efficiency, effectiveness and equity in the workplace.
- 3.2.2 This procedure applies to all industrial matters within the meaning of the Act.
- 3.2.3 Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.
- 3.2.4 Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the parties. The employee may exercise the right to consult or be represented by such employee's Union representative during the course of Stage 2.
- 3.2.5 Stage 3: If the grievance is still unresolved, the manager will advise the chief executive and the aggrieved employee may submit the matter in writing to the chief executive of the organisation if such employee wishes to pursue the matter further. If desired by either party, the matter shall also be notified to the Union.

The chief executive shall ensure that:

- (a) the aggrieved employee or such employee's Union representative has the opportunity to present all aspects of the grievance;
- (b) the grievance shall be investigated in a thorough, fair and impartial manner.

The chief executive may appoint another person to investigate the grievance. The chief executive may consult with the Union in appointing an investigating employee. The appointed person shall be other than the employee's supervisor or manager.

If the matter is notified to the Union, the investigating employee shall consult with the Union during the course of the investigation. The chief executive shall advise the employee initiating the grievance, such employee's Union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

The chief executive may delegate such chief executive's grievance resolution powers under clause 3.2 to a nominated representative.

- 3.2.6 The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
- Stage 1 Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
 - Stage 2 Not to exceed 7 days.

Stage 3 Not to exceed 14 days.

If the grievance is not settled the matter shall be referred to the Commission by the employee or the Union, as appropriate, in accordance with the respective jurisdictions of the tribunals.

3.2.7 Subject to legislation, while the grievance procedure is being followed, normal work is to continue, except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

3.2.8 Where the grievance involves allegations of sexual harassment, an employee may commence the procedure at Stage 3.

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Employment categories

4.1.1 Employees covered by this Award shall be advised in writing of their employment status upon appointment.

Employment categories are:

(a) full-time;

(b) part-time (as defined); or

(c) casual (as defined).

4.1.2 All employees appointed to a position with the Trust shall receive a letter of appointment and a duty statement defining that position's grading.

4.1.3 The letter of appointment shall advise that all employees are appointed for a probationary period of 3 months.

4.1.4 The Trust may direct an employee to perform such duties as are within the limits of the employee's skill, competence, and training consistent with the classification structures of this Award provided that such duties are not designed to promote de-skilling.

4.1.5 The Trust may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment, subject to the provisions of the *Workplace Health and Safety Act 1995*.

4.2 Part-time employees

4.2.1 Employees engaged on a part-time basis shall be engaged by the week unless a longer period is agreed between the parties concerned and shall be engaged to work a set number of hours per week as mutually agreed. Such agreed hours shall not be less than 16 per week and not more than 26 per week.

4.2.2 The employment of part-time employees may be terminated by either party by a week's notice. The employee shall only be entitled to payment up to the expiration of the notice.

4.2.3 The appropriate per hour rates for part-time employees are calculated by dividing the total per week rate as specified in clause 5.2.1 for the relevant classification by the total number of ordinary hours required to be worked by a full-time employee.

(a) Part-time employees shall receive all other benefits of this Award on a *pro-rata* basis.

(b) No more than 10% of the permanent staff of the Trust employed in terms of this Award shall be part-time employees.

4.3 Casual employees

4.3.1 When an employee is engaged by the hour the employment may be terminated without notice by either party subject to the payment of any prescribed minimum amount of wages and to the employee working the time covered by such wages if required to do so. Each engagement shall be for a minimum of 2 hours with a maximum of 20 hours per week.

4.3.2 The appropriate per hour rates for employees engaged by the hour are calculated by dividing the total per week rate as specified in clause 5.2.1 for the relevant classification by the total number of ordinary hours required to

be worked by a weekly employee in that classification and adding a 23% loading to such hourly rate so calculated.

4.4 Termination of employment

4.4.1 Statement of employment

The employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

4.4.2 Termination by employer

- (a) The employer may dismiss an employee only if the employee has been given the following notice:

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

- (b) In addition to the notice in clause 4.4.2(a), employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in clause 4.4 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.4.3 Termination by employee

- (a) The notice of termination required to be given by an employee shall be one week.
- (b) If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

4.4.4 Time off during notice period

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

4.5 Introduction of changes

4.5.1 Employer's duty to notify

- (a) Where the employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job

opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.5.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.5.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.6 **Redundancy**

4.6.1 *Consultation before terminations*

- (a) Where the employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.6.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.6.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.6.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.4.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.6.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from the employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.6.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.6.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.6.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.6.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.6.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.6.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.4.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.6.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

4.6.7 *Superannuation benefits*

The employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

4.6.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.6.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.6.9 *Alternative employment*

The employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

4.6.10 *Employees with less than one year's service*

Clause 4.6 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.6.11 *Employees exempted*

Clause 4.6 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

4.6.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.6 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or common shareholders with another company or companies.

4.6.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.6.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from the employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and

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

(b) The Commission may amend clause 4.6.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.6.14 Incapacity to pay

The employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

4.7 Anti-discrimination

4.7.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:

(a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;

(b) sexual harassment; and

(c) racial and religious vilification.

4.7.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clauses 3.1 and 3.2, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.7.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.7.4 Nothing in clause 4.7 is to be taken to affect:

(a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;

(b) an employee, employer or registered organisation pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Work level descriptor

5.1.1 The appropriate level for a Performing Arts employee as provided in clause 5.2.1 of this Award shall be determined in accordance with the following table:

PAE Level	WORK LEVEL DESCRIPTOR	POINTS RANGE
1	Under regular or general supervision, performs duties requiring limited skills, initiative or responsibility.	up to 15
2	Under general supervision, applies knowledge and/or skills to straightforward routines and procedures using readily available guidelines and advice.	16 to 23
3	Under technical direction, applies knowledge and skills to a range of procedures and/or techniques. May be required to solve problems of some complexity, determine priorities within assigned tasks, vary standardised procedures or techniques and adapt to changes in work procedures or technologies. Applies communication skills relevant to the work area.	24 to 31

4	Under general supervision, applies knowledge and skills to a specific task(s) involving the application or adaptation of a variety of procedures and techniques requiring specialised knowledge. Identifies and solves problems of a complex nature, initiates and/or follows complex instructions or procedures. Accountability for resources and the capacity to respond to and assist in implementing change are commonly features of this level. Applies well developed communication skills relevant to the work area.	32 to 39
5	Under limited direction, applies well developed knowledge and skills to one or more specific projects or services, requiring the development and adaptation of a wider variety of specialised procedures and techniques. Requires the ability to develop, test and evaluate complex options and issues. Planning, highly developed communication skills, capacity to initiate appropriate change and accountability for resources are commonly features of this level.	40 to 47
6	Within broad guidelines, manages one or more highly significant projects or services, or undertakes work that has impact on the development of performing arts within the industry or the community. This requires the application of high levels of disciplinary expertise or managerial knowledge. Demonstrates broad insight and significant skill in areas of expertise. Ability to deal with concepts requiring well developed deductive, evaluative and investigative skills that lead to outstanding work. Leadership, planning and negotiation skills, accountability for resources, initiation and management of change and well-developed representation skills are commonly features of this level.	48 to 55
7	Under broad guidance about objectives, manages a very significant program. This requires a high degree of resource management and leadership ability. Has extensive expert knowledge, and considerable ability in planning and executing projects and implementing results. Typically provides expert leadership to colleagues, with significant conceptual and creative input. Develops plans to meet Divisional and Corporate objectives. Typically seeks, allocates and monitors significant resources. Often may have a significant role in negotiating complex, sensitive or contentious issues.	56 to 63

5.2 Wages rates

5.2.1 Classifications and rates of pay

Classification	Pay Point	Rate per week \$
Performing Arts Employee Level 1	1	597.20
	2	618.10
	3	639.00
	4	659.90
Performing Arts Employee Level 2	1	682.80
	2	703.70
	3	724.60
	4	743.50
Performing Arts Employee Level 3	1	764.40
	2	785.30
	3	806.20
	4	827.10
Performing Arts Employee Level 4	1	848.00
	2	868.90
	3	887.80
	4	908.70
Performing Arts Employee Level 5	1	927.60
	2	948.50
	3	969.40
	4	990.30

Classification	Pay Point	Rate per week \$
	5	1,032.10
Performing Arts Employee Level 6	1	1,087.30
	2	1,106.95
	3	1,126.65
	4	1,146.25
Performing Arts Employee Level 7	1	1,187.70
	2	1,210.45
	3	1,233.20
	4	1,255.90

5.2.2 Incremental advancement for employees engaged by the week shall be based on satisfactory achievement of agreed work objectives and competencies:

5.2.3 Provided however that incremental advancement may also be approved where the employee's performance is satisfactory but achievement against agreed work objectives was less expected because of factors beyond the employee's control.

5.2.4 The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.2.5 This award is a paid rates Award.

5.3 Allowances

5.3.1 *Meal allowance* - Employees required to work overtime and the working of such overtime does not allow them to return to their home or place of lodging in order to partake of a meal during the times prescribed by clause 6.3, shall be provided with a meal or paid an allowance of \$9.60 in lieu thereof.

5.3.2 *Daily travelling allowance* - Employees required to be absent from their headquarters in the course of their official duties shall be paid "Daily Travelling Allowance" as set down by the Queensland Public Service as amended from time to time.

5.4 Payment of wages

5.4.1 All monies due to an employee (made up to midnight on Monday) may be paid in cash, by cheque, or by electronic funds transfer into a bank account or other recognised financial institution account nominated by the written authority of the employee so as to be payable to the employee on Thursday of each week.

5.4.2 Upon termination of employment all monies due to an employee shall be paid on the day of such termination. If such termination occurs after the close of the Trust's payment of wages facilities, all monies due are to be ready for collection or forwarded by post on the next working day.

5.4.3 Any errors in an employee's pay, whether underpayment or overpayment, shall be rectified at the earliest possible time by arrangement.

5.5 Performance of higher duties

5.5.1 When employees temporarily undertake the duties of:

- (a) a higher vacant classified office to which an appointment has not been made; or,
- (b) for more than 3 working days the position of an employee who is on leave or on special service, the salary for which as determined by this Award is higher than the position which that employee ordinarily fills:

they shall receive their salary plus an allowance so that their total remuneration is at least equal to the minimum salary of the position temporarily filled provided:

- (i) the employee performs the whole of the duties and accepts all of the responsibilities of the position

temporarily filled;

- (ii) the remuneration of the employee is not augmented to an amount greater than the salary of the employee relieved.

5.6 Superannuation

5.6.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.6.

5.6.2 Contributions

- (a) Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in this clause. Each such payment of contributions shall be rounded off to the nearest ten (10) cents:

Provided that where an employee is absent and is receiving by way of workers' compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.

Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.

- (b) The obligation of the employer to contribute to the approved occupational superannuation fund shall cease on the last day of the employee's employment with the Employer.

5.6.3 Definitions

- (a) "Eligible employee" means a full-time employee or an employee who regularly works 10 hours or more per week.
- (b) "Ordinary time earnings" means the actual ordinary rate of pay the employee receives for their ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, penalty rates, fares and travelling time allowances or any other extraneous payments of a like nature.
- (c) "The approved occupational superannuation scheme or fund" shall be Queensland Performing Arts Trust Industry Superannuation Fund.

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

6.1 Hours of work

6.1.1 Except as otherwise provided in this Award the hours of duty shall be 38 hours per week (7 hours 36 minutes per day) to be worked between the hours of 8.00 a.m. and 8.00 p.m. Monday to Friday inclusive.

6.1.2 Provided further that where employees are required to liaise with artists, or supervise other employees of the Trust who work a 40 hour week, the ordinary hours of duty of those employees shall be 40 hours per week (8 hours per day) to be worked between the hours of 8.00 a.m. and 11.00 p.m. Monday to Sunday inclusive.

6.2 Overtime

6.2.1 For the purposes of clause 6.2, work that cannot be reasonably performed during the hours prescribed in clauses 6.1.1 or 6.1.2 shall be regarded as overtime and such overtime must be duly authorised by the Trust.

6.2.2 Time worked outside the ordinary starting and ceasing times prescribed in clauses 6.1.1 or 6.1.2 or in excess of the ordinary hours of duty shall be treated as overtime.

6.2.3 Overtime shall be calculated to the nearest quarter of an hour in the total amount of time in respect of which compensation is claimed by an employee.

6.2.4 Overtime as prescribed in clause 6.2 shall be paid for at the rate of time and a-half for the first 3 hours on any day and double time thereafter.

6.2.5 All time worked on a Sunday shall be paid for at the rate of double time. Overtime on a Sunday shall be paid for at the rate of double time and one-half. A minimum of 4 hours shall be worked or paid for.

6.2.6 By mutual arrangement, an employee may be granted equivalent time off in lieu of overtime provided a

minimum of half a working day is accrued for work on Saturday afternoons, Sundays or public holidays. Such time off to be availed of within 12 months of the day on which the overtime was worked otherwise it shall lapse. No more than 5 days may be added to annual leave.

- 6.2.7 Employees who work so much overtime between the termination of their ordinary day on one day and the commencement of work on the following day that they have not had at least 10 consecutive hours off duty between those times shall be released after the completion of overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on the instructions of the Trust, such employees resume or continue work without having had 10 consecutive hours off duty, they shall be paid at double rates until released from duty, then they shall be entitled to be absent for 10 consecutive hours without loss of pay for ordinary working time occurring during such absence.

- 6.2.8 Notwithstanding any other provision in this Award, no employee in receipt of remuneration above the maximum applicable to a Performing Arts Employee Level 4 shall be entitled to overtime payments but shall be entitled to equivalent time off in lieu.

6.3 Meal break

- 6.3.1 Employees engaged by the week shall be allowed the following meal breaks:

Lunch - one hour between 12 noon and 2 p.m.

Dinner - one hour between 5 p.m. and 7 p.m.

- 6.3.2 Employees shall not be required to work continuously for more than 5 hours without a suitable meal break.

- 6.3.3 Should the above meal times not suit the employee's work schedule the hour break can be taken at a time convenient to both employee and the Trust.

- 6.3.4 Meal intervals taken in accordance with clause 6.3 shall not count as working time.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS.

7.1 Annual leave

- 7.1.1 The Trust shall, at such time as it may deem convenient, grant to an employee who is working a 5 day week, leave of absence for annual leave on full pay not exceeding 20 working days for each year of service. Provided that:

- 7.1.2 *Accrual of annual leave* - Annual leave shall accrue at the rate of 20 working days for each completed year of service.

- 7.1.3 *Annual leave may accumulate for 2 years* - Subject to the provisions of clause 7.1.4 relating to broken annual leave periods, should an employee not take annual leave available for any year of service such annual leave shall be granted in the following year in addition to the annual leave then due in respect of that year; but the accumulated annual leave shall not exceed 40 working days. Any balance in excess of the 40 days shall be regarded as having lapsed and shall be transferred to undrawn annual leave to be available for sick leave purposes.

- 7.1.4 *Annual leave may be granted in broken periods* - Where an employee is eligible for annual leave the Trust may, subject to convenience, grant such annual leave in broken periods of not less than one working day.

- 7.1.5 *Adequate notice to be given* - An employee shall make application in writing for annual leave giving adequate notice of the date from which such annual leave is desired. Adequate notice shall be given whether or not the annual leave has been granted.

- 7.1.6 *Employee may be directed to take annual leave* - The Trust may direct an employee to take annual leave at any time after the full period permissible under clause 7.1 has been accumulated.

- 7.1.7 *Annual leave and long service leave to be taken together* - Annual leave may be granted so as to be taken with long service leave.

- 7.1.8 *Loading on annual leave payments* - Employees who are granted annual leave shall be paid a loading thereon upon the following basis:

(i) The employee's ordinary wage rate as prescribed by the Award for the period of such leave;

(ii) A further amount calculated at the rate of 17 1/2% of such ordinary wage.

7.2 Sick leave

- 7.2.1 Employees engaged by the week shall be entitled to 10 days' sick leave per annum on full pay.
- 7.2.2 In respect of the first year of service an employee shall be credited with 10 working days' sick leave at the commencement of employment.
- 7.2.3 No employee shall be entitled to paid sick leave for any period of absence in respect of which they are paid workers' compensation.
- 7.2.4 An employee shall promptly inform the Trust of inability to report for duty and to further inform the Trust as to the estimated period of absence.
- 7.2.5 An employee shall immediately upon return to duty, make application for sick leave and provide a certificate from a duly qualified medical practitioner, if such absence on sick leave exceeds 2 working days.
- 7.2.6 Sick leave entitlements for a weekly employee shall accumulate.

7.3 Family Leave

- 7.3.1 The provisions of the Family Leave Award apply.
- 7.3.2 The entitlements to family leave include:

- maternity leave;
- spousal leave;
- pre-natal leave;
- pre-adoption leave; and
- adoption leave.

7.4 Long service leave

- 7.4.1 An employee who has completed 10 years of continuous service shall be entitled to long service leave at the rate of one and 3/10th weeks on full pay for each year of continuous service and a proportionate amount for a part of an incomplete year.
- 7.4.2 An employee who has taken long service leave shall thereafter again be entitled to long service leave when such employee is entitled to at least 4 weeks' long service leave. The period of such long service leave shall be calculated as provided in clause 7.4.1, in respect of the whole of the employee's continuous service, after deducting any long service leave previously taken.
- 7.4.3 An employee shall be entitled to payment in lieu of long service leave on resignation or retirement and to that employee's estate in the event of the employee's death on the same conditions as set down by the Queensland Public Service as amended from time to time.

7.5 Bereavement leave

- 7.5.1 An employee, other than a casual, shall be entitled to a maximum of 2 days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, child, step-child, parents-in-law or grandparents. For the purpose of clause 7.5 the words "wife" or "husband" shall include de facto wife or husband and the words "father" and "mother" shall include foster father or mother:

Provided however, that clause 7.5 shall have no operation while the period entitlement to leave under it coincides with any other period of entitlement to leave.

7.6 Jury service

- 7.6.1 A weekly employee called up for jury service who is not exempted from such service shall be granted special leave without loss of pay to attend such duty:

Provided that any compensation received by the employee for attending such duty shall be paid to the Trust upon return to normal duty:

Provided further, such refund shall not include payments received as compensation for travelling.

7.7 Public holidays

7.7.1 Subject to clause 7.7 all work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- Labour Day (the first Monday in May);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

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

7.7.2 Annual show

Moreover, all work done by an employee in a district specified from time to time by the Minister by notification published in the *Gazette* or the *Queensland Government Industrial Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district shall be paid for at the rate of double time and a half with a minimum of 4 hours.

7.7.3 By mutual arrangement, employees may be granted time off in lieu of time worked on the public holidays set out in clause 7.7.1 with a minimum of half a working day for each public holiday on which work is performed. Such time off to be availed of within 12 months of the day on which the overtime was worked otherwise it shall lapse:

Provided that in respect of public holidays payment at half the ordinary rate shall be allowed with a minimum of 4 hours in addition to the time off in lieu.

7.7.4 Provided that all time worked on any of the aforesaid holidays in excess of ordinary hours or outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls shall be paid for at triple time.

7.7.5 Double time and a-half

For the purpose of clause 7.7 and in relation to weekly employees, "double time and one-half" means one and one-half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day worked.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK.

8.1 Work away from headquarters

8.1.1 Employees required to be absent from their headquarters in the course of their official duties shall be paid "Daily Travelling Allowance" as set down in the Queensland Public Service.

PART 9 - TRAINING AND RELATED MATTERS.

9.1 Training, learning and development

9.1.1 The parties to this Award recognise that in order to increase efficiency and productivity a greater commitment to learning and development is required.

9.1.2 Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills and knowledge for performance of their duties.

9.1.3 Following consultation the chief executive shall develop a learning and development strategy consistent with -

- (a) the current and future needs of the agency;
- (b) the size, structure and nature of the operations of the agency;
- (c) the need to develop vocational skills relevant to the Agency through courses conducted wherever possible by accredited educational institutions and providers.

9.1.4 Learning and development may be both on-the-job or off-the-job and either internal or external to the

organisation.

- 9.1.5 Learning and development provided should assist employees in obtaining knowledge and skills recognised by the Australian National Training Authority (ANTA).
- 9.1.6 All such learning and development should be directed at enabling employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled learning and development activities.

PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

No provisions inserted in this Award relevant to this Part.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

11.1 Right of entry

11.1.1 Authorised industrial officer

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

11.1.2 Entry procedure

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that they do not want their record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 *Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

11.2 Time and wages record

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.2.5 The chief executive may specifically exempt those employees who have been, or who are a class of office from a system for recording starting and finishing times, meal breaks and absences from duty.

11.3 Award posting

11.3.1 A true copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the employer so as to be easily read by employees.

11.4 Union Encouragement

- 11.4.1 The parties recognise the right of individuals to join a Union and will encourage that membership. However, it is also recognised that Union membership remains at the discretion of individuals.
- 11.4.2 An application for Union membership and information on the relevant Union/s will be provided to all employees at the point of engagement.
- 11.4.3 Information on the relevant Union(s) will be included in induction materials.
- 11.4.4 Union representative(s) will be provided with the opportunity to discuss Union membership with new employees.
- 11.4.5 Where requested by public sector Unions, agencies and public sector units will provide payroll deduction facilities for union subscriptions.

11.5 Union delegates

- 11.5.1 The parties acknowledge the constructive role democratically elected Union delegates undertake in the workplace in relation to Union activities that support and assist members. That role will be formally recognised, accepted and supported.
- 11.5.2 Public sector employees will be given full access to Union delegates/officials during working hours to discuss any employment matter or seek Union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- 11.5.3 Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- 11.5.4 Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

11.6 Savings provision

- 11.6.1 No employee will have their remuneration or conditions of employment reduced because of this new Award and no accrued entitlement or incurred obligation is to be altered by the supersession of the previous Award.
- 11.6.2 Similarly no employer is under any new right or responsibility other than those arising from decisions emanating from Case B1733 of 1999 of the Commission in that matter.
- 11.6.3 Outside of those parameters any changes in previous Award benefits or obligations are intended to occur only as a result of arbitration or consent of the Award parties reached during negotiations in formulating the reviewed Award.
- 11.6.4 Should any anomalies or omissions result in the technical process of redrafting, reformatting and cross referencing Award provisions under section 130 of Act the parties will meet to resolve any unintended consequences and may bring the matter to the Commission for determination.

Dated 22 May 2003.

By the Commission,
[L.S] E. EWALD,
Industrial Registrar.

Operative Date: 14 July 2003