

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**THEATRICAL EMPLOYEES' AWARD - STATE 2003**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Theatrical Employees' 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 Theatrical Employees' Award - State 2003 as at 1 January 2011.

Dated 1 March 2011.

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

**THEATRICAL EMPLOYEES' AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

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### 1.3 Date of operation

This Award takes effect from 28 April 2003.

### 1.4 Award coverage

1.4.1 This Award shall apply to all employees, other than employees employed by the Brisbane City Council, for whom rates of wages are prescribed herein who are employed in or in connection with picture shows, theatres, stadiums, circuses, skating rinks, theatrettes, theatre restaurants, dance halls, or other halls, and to employees engaged in or in connection with the entertainment of customers in cabarets, clubs and hotels and to all employers of such employees.

- 1.4.2 Subject to the provisions of the Act, such employees shall be excluded from all other Awards of this Commission.
- 1.4.3 As to the employers named in the Schedule to this Award the provisions of the Award are modified in accordance with the requirements of the individual Orders listed in such Schedule.

## **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 "Actual Operating" shall mean the projection of motion pictures, whether for trade shows, private screenings, private try-outs and runs-through, and shall commence from the time of commencement of screening. It shall include any break in the performance such as intermission, stage presentation, musical interlude, announcement, failure of film to arrive when changing over from one film or portion of film to another, and interval between sessions.
- 1.5.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.4 "Complex" shall mean 2 or more cinemas (other than manually operated cinemas), run as a unit by the same management.
- 1.5.5 "Continuous Picture Show" shall mean a picture show where pictures are screened at successive sessions in the morning and/or afternoon and evening.
- 1.5.6 "Drive-in Picture Show" shall mean a picture show at which screening of pictures is viewed from a motor or other vehicle and at which sound is transmitted to such vehicle.
- 1.5.7 "Fully Automated Cinema" shall mean a cinema with the bio box equipped in such a manner and with those items of equipment to allow the projectionist, once the programme, including slides, is made up and film threaded through the projector, to activate by the correct procedure, the machines, lighting, sound and curtains in the predetermined sequences and no further action is normally required from the projectionist other than supervision until the programme ends.
- 1.5.8 "Head Cleaner" shall mean a cleaner who is responsible for the cleaning of the premises and who supervises the work of one or more employees.
- 1.5.9 "Head Lightperson" (formerly designated "Head electrician") shall mean an employee who is in charge of the light department and who supervises the work of one or more employees.
- 1.5.10 "Head Property Person" shall mean an employee who is in charge of the property department and who supervises the work of one or more employees.
- 1.5.11 "Head Stage Carpenter or Mechanist" shall mean an employee who is in charge of the mechanical department and who supervises the work of one or more employees.
- 1.5.12 "Maintenance" includes Stand-by plant, House Lighting and Ramp Sound Installations where applicable.
- 1.5.13 "Manual Cinema" shall mean a cinema other than a fully automated cinema or a semi-automated cinema.
- 1.5.14 "Performance" shall mean a stage dramatic, vaudeville or other presentation (but excluding every picture show) conducted in a place of entertainment to which this Award applies. Each presentation shall be complete, separate and distinct from any other presentation held on the same day.
- 1.5.15 "Picture Show" shall mean a picture show other than a continuous or drive-in picture show.
- 1.5.16 "Projectionist" shall mean an employee who is in charge of the projection equipment and the presentation of pictures and sound entertainment, including the supervision and running maintenance of the projection equipment. (The manager or proprietor shall not be considered a projectionist unless the employee is solely engaged in projection work during a performance.)
- 1.5.17 "Projectionist Grade I" shall mean an employee whose conditions of employment are contained in Section B, of this Award, whereas "Projectionist Grade II" shall mean an employee whose conditions of employment are contained in sections C and D.
- 1.5.18 "Projectionist's Assistant" shall mean an employee who assists the projectionist and operates projection equipment under the direction of the projectionist or during the temporary absence of the projectionists.
- 1.5.19 "Semi-Automated Cinema" shall mean a cinema with the bio box equipped in such manner and with those items

of equipment to allow the projectionist to make up and run the complete film programme from start to finish in conjunction with sound, lights and curtains but requires the projectionist to interrupt the automatic operation for the manual showing of slides within the programmed screening prior to the commencement of the filmed programme and at an interval, and, in addition, to re-thread film through the projector as and when necessary.

1.5.20 "Union" means The Australian Workers' Union of Employees, Queensland; or The Electrical Trades Union of Employees of Australia, Queensland Branch (who are employed as lightpersons or their assistants, and projectionists and projectionists assistants) or the Australian Liquor, Hospitality and Miscellaneous Workers' Union, Queensland Branch, Union of Employees (employed as cleaners, security officers, or billposters).

1.5.21 "Utility Person" shall mean an employee who is mainly engaged on unskilled work but who performs slightly skilled repair work for the maintenance of the premises and/or billboards wherever situated.

1.5.22 "Wardrobe Supervisor" shall mean an employee who is in charge of the wardrobe department and who supervises the work of one or more employees.

## **1.6 Area of operation**

For the purposes of this Award the Divisions and Districts shall be as follows:

### *1.6.1 Divisions*

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.

Mackay Division - That portion of the State within the following boundaries: - Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.

Southern Division - That portion of the State not included in the Northern or Mackay Division.

### *1.6.2 Districts*

#### (a) Northern Division

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

#### (b) Southern Division -

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the Southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

## **1.7 Parties bound**

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and the Union and its members.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be

involved in such discussions.

- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

### **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

#### **3.1 Grievance and dispute settling procedure**

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee(s) may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

#### **4.1 Employment categories**

- 4.1.1 Employees, other than casuals, covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) part-time (as prescribed in the relevant schedule); or

(c) casual (as prescribed in the relevant schedule).

4.1.2 An employee shall, on or prior to commencing employment, be provided by the employer with a written statement containing the following information:

(a) Type of engagement, which shall be either full-time, part-time or casual;

(b) Classification level;

(c) Rostered hours of duty;

(d) Rate of pay;

(e) Date of appointment; and

(f) any other specific conditions of employment.

4.1.3 Unless engaged solely on project work during a performance, the manager or proprietor of any picture show shall not for the purposes of this Award be a projectionist.

## **4.2 Incidental and peripheral tasks**

4.2.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.

4.2.2 An employer 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 (where relevant).

4.2.3 Any direction issued by an employer pursuant to clauses 4.2.1 and 4.2.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

## **4.3 Anti-discrimination**

4.3.1 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.

4.3.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, 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.

4.3.3 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.

4.3.4 Nothing in clause 4.3 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.

## **4.4 Termination of employment**

4.4.1 *Statement of employment*

An 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) An 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 (a) above, 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 this clause 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 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. 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 amount the employee would have received under clause 4.4.2.

4.4.4 Annual leave shall not be used to provide the notice prescribed by clauses 4.4.2.(a) and (b) and clause 4.4.3.

#### 4.4.5 *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 an 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 alternative 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 any 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 an 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 effects 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 any 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 an 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*

An 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*

An 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 a common shareholder 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 an 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 transmittor and any prior transmittor 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*

An 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.

#### 4.6.15 *Employees of Queensland Government Departments and Agencies*

The provisions of clause 4.6 will not apply to employees of Queensland Government Departments and Agencies to the extent that the provisions of the redundancy arrangements are contained in a Directive issued by the Public Service Commissioner or the Minister for Industrial Relations pursuant to section 34 of the *Public Service Act 1996*, where the Directive provides for entitlements that are superior to clause 4.6.

### **4.7 Continuity of service - transfer of calling**

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act as amended from time to time.

## **PART 5 - WAGES AND WAGE RELATED MATTERS**

### **5.1 Definition of classifications**

- 5.1.1 *"Cinema Employee Grade I"* shall mean a person employed as a cleaner who is responsible for the cleaning of the premises and who supervises the work of one or more employees also engaged in cleaning duties, or, an employee who is mainly engaged on unskilled work but performs slightly skilled work for the maintenance of the premises.
- 5.1.2 *"Cinema Employee Grade II"* shall mean an employee who sells admission tickets and operates a visual display unit for ticketing with cash balance and also performs Front of House duties as required, or, an employee who is competent to perform cleaning duties under direction of the Head Cleaner or of the employee's own initiative, or, a person who will give change in exchange for high value currency and can also sell tickets for entry to venues and also performs Front of House duties as required, or, a person who supplies requirements of patrons such as beverages, sweets/chocolates and any other food snacks, and/or any duties incidental to any of the above.
- 5.1.3 *"Cinema Employee Grade III"* shall mean a person who greets patrons after they have passed the door person and ushers them to the seats as designated on these entry tickets; also attends to requirements of patrons and other associated duties of Front of House requirements, or, a person who stands at door or entrance to a theatre and admits patrons and directs them to the usher and also maintains orderly admission of patrons and attends to other Front of House duties as required, or, a person who assists in preparation of foods and of beverages and cleaning of utensils used, and/or, any duties incidental to any of the above.

### **5.2 Wage rates**

Refer to the relevant schedule.

#### *5.2.1 Divisional and district allowances*

In addition to the rates of wages set out in this Award the following payments shall be made:

	Per Performance ¢	Adults Per Week \$	Juniors Per Week \$	Casuals Per Hour ¢
Northern Division	7.917	1.05	0.53	2.708
Mackay Division	6.875	0.90	0.45	2.083
Southern Division, Western District	7.917	1.05	0.53	2.708
Northern Division, Western District	23.333	3.25	1.63	8.333

These allowances shall be payable for all purposes of this Award.

### **5.3 Allowances**

#### *5.3.1 Travel allowance*

- (a) Travelling Staff - All travelling staff shall be allowed, to cover board and incidental expenses, in addition to their ordinary salaries and fares, an amount per day negotiated between employee and employer. The allowance per day shall be paid for each of the whole days less in number than 7 which the employee spends in any one city or town.
- (b) The allowance per week shall be paid for each 7 consecutive whole days that the employee spends in any one city or town. If the employee spends in any one city or town more than 7 or any other multiple of 7 whole days they shall for each whole day not part of the 7 or other multiple be paid 1/5th of the said allowance per week.
- (c) The appropriate allowance herein prescribed shall be paid in respect of the whole time of the travelling, including the days, whether Sunday or not, on which a journey begins or ends.
- (d) No employee who pays their own fare for travelling while on duty shall be engaged to travel.
- (e) Employees shall be allowed first class fares by rail, boat, road or otherwise whilst travelling on duty. When travelling by rail, sleeping-berth tickets if available, shall be allowed.

- (f) Employees shall be paid full wages while travelling on land or sea less the additional wages paid for touring to provide for board and lodging from the time they start until return to the starting point.
- (g) No employer shall employ any person to travel unless fares are paid by the employer.
- (h) When an employee is detained at work until it is too late to travel by the last train, bus or other regular public conveyance to the employee's home, the employer shall provide proper conveyance for the employee so detained.

### 5.3.2 *Tool allowance*

All mechanical property or light requirements, and all cleansing material and equipment, including torches, shall be provided by the employer. Torches shall be provided for all front of house staff.

Cleaners shall be provided with all materials and implements necessary for their work and with hot water for cleaning and scrubbing in cold weather. If requested, they shall also be provided with protective clothing including gloves.

### 5.3.3 *Meal allowance*

Where, because of unforeseen circumstances, an employee is required to continue working beyond their usual finishing time for more than one hour and beyond the meal periods specified hereunder, the employee shall be paid a meal allowance of \$12.10, provided that such allowance shall not be payable where notice of intention to work overtime was given on the previous period of duty or earlier. For the purpose of clause 5.3.3 meal hours shall be deemed to be between - breakfast, 7 a.m. to 8 a.m., lunch 11.45 a.m. to 2.15 p.m., and dinner, 5 p.m. to 7 p.m., and further provided that the provision for the payment of double time rates during meal times does not apply to employees working overtime.

Employers shall provide hot water for the use of employees in making tea, etc., for their meals or breaks.

## 5.4 **Payment of wages**

All wages shall be paid weekly by one of the following means:

- (a) Cash; or
- (b) Cheque; or
- (c) Payment directly into the employee's bank account without cost to the employee.

## 5.5 **Superannuation**

5.5.1 *Application* -In addition to the rates of pay prescribed by this Award, eligible employees, as defined in clause 5.5.3(b), shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.5.

### 5.5.2 *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%.

- (b) Regular payment - The employer shall pay such contributions to the credit of each such employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.
- (c) Minimum level of earnings - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.
- (d) 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.
- (e) Other contributions - Nothing in clause 5.5 shall preclude an employee from making contributions to a fund in accordance with the provisions of the trust deed of the fund.

- (f) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) No other deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed in clause 5.5.

### 5.5.3 Definitions

- (a) "Approved fund" means a fund approved for the purposes of this Award by the Commission as one into which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by clause 5.5. Such approved fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" shall mean any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.5.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund as defined in the Occupational Superannuation Standards Act 1987 and satisfying the superannuation fund conditions in relation to a year of income, as specified in that Act and complying with the operating standards as prescribed by Regulations made under that Act.

In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.

- (d) "Ordinary time earnings" for the purpose of clause 5.5 means the actual ordinary time rate of pay the employee receives for ordinary hours of work including shift loading and leading hand, in-charge or supervisory allowances where applicable. The term includes any over award payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

### 5.5.4 For the purposes of this Award, an approved fund shall mean

- (a) Sunsuper.
- (b) Any named fund as is agreed to between the relevant employer/Union parties to this Award and as recorded in an approved Industrial Agreement.
- (c) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an Award of, or an Agreement approved by, an Industrial Tribunal, whether State or Federal jurisdiction, and already has practical application to the majority of Award employees of that employer.
- (d) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to the Act and are employed by an employer who also belongs to that fellowship any fund nominated by the employer and approved by the Brethren.
- (e) Any fund agreed between an employer and an employee who holds a Certificate issued pursuant to the Act where membership of a fund cited in an Award would be in conflict with the conscientious beliefs of that employee.
- (f) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.5.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989, and continues to make such contributions:

Provided that the making of a deposit, an initial or other contributions subsequent to 29 September 1989, but on a retrospective basis, in respect of any period up to and including 29 September 1989, shall not under any circumstances bring a fund within the meaning of this provision. The mere signing and submission of any nomination for membership documents to trustees of a fund prior to 29 September 1989, does not bring a fund within the meaning of this provision.

### 5.5.5 Challenge of a fund

- (a) An eligible employee being a member or a potential member of a fund, as well as the Union whose registered list of callings incorporates any of the classification/s of employees to whom this Award applies, may by notification of a dispute challenge a fund on the grounds that it does not meet the requirements of clause 5.5.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.5, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.5.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any fund complies with the requirements of the clause, the onus of proof shall rest upon the employer.

#### 5.5.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clauses 5.5.4(c), (d), (e) and (f) shall be determined by a majority decision of employees.
- (b) Employees who are members of an established fund covered by clause 5.5.4(f) shall have the right by majority decision to choose to have the contributions specified in clause 5.5.2 paid into a fund as provided for elsewhere in clause 5.5.4 in lieu of the established fund to which clause 5.5.4(f) has application.
- (c) The initial selection of a fund recognised in clause 5.5.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the longterm performance of the fund is clearly disappointing.
- (d) Where this provision has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation of this provision:

Provided that the provisions of clause 5.5.6 do not preclude the making at any time of an Industrial Agreement within the terms of clause 5.5.4.

#### 5.5.7 *Enrolment*

- (a) Each employer to whom clause 5.5 applies shall as soon as practicable as to both current and future eligible employees:
  - (i) Notify each employee of the employee's entitlement to occupational superannuation;
  - (ii) Consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.5.4;
  - (iii) Take all reasonable steps to ensure that upon the determination of an appropriate fund each eligible employee, receives, completes, signs and returns the necessary application form/s provided by the employer to enable that employee to become a member of the fund; and
  - (iv) submit all completed application form/s and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund determined in accordance with clause 5.5 shall:
  - (i) Complete and sign the necessary application form/s to enable that employee to become a member of that fund; and
  - (ii) Return such form/s to the employer within 28 days of receipt in order to be entitled to the benefit of the contributions prescribed in clause 5.5.2.
- (c) Where an employer has complied with the requirements of clause 5.5.7(a) and an eligible employee fails to complete, sign and return the application form/s within 28 days of the receipt by the employee of that form/s, then that employer shall:
  - (i) Advise an eligible employee in writing of the non-receipt of the application form/s and further advise the eligible employee that continuing failure to complete, sign and return such form/s within 14 days could jeopardise their entitlement to the occupational superannuation benefit prescribed by clause 5.5.
  - (ii) In the event that an eligible employee fails to complete, sign and return such application form/s within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form is received by the employer.
  - (iii) In the event that an eligible employee fails to return completed and signed application form/s within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed

application form is a pre-requisite to the payment of any occupational superannuation contributions.

- (iv) At the same time as advising the eligible employee pursuant to clause 5.5.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and a copy of each letter forwarded by them to the eligible employee pursuant to clause 5.5.7(c)(i) and 5.5.7(c)(iii).

- (d) Where an employer fails to provide an eligible employee with an application form/s in accordance with clause 5.5.7(a)(iii) the employer shall be obliged to make contributions as from the date of operation of clause 5.5.7 or from the date an employee became an "eligible employee" if that occurs thereafter provided that an eligible employee completes, signs and returns to the employer an application form within 28 days of being provided with the application form/s by the employer. Where an eligible employee fails to complete, sign and return application form/s within such period of 28 days the provisions of clause 5.5.7(c) shall apply.

#### 5.5.8 *Unpaid contributions*

Subject to Chapter 11, part 2, Division 5 of the Act and to clause 5.5.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.5.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.5.5, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.5 excepting that resort to clause 5.5.8 shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

#### 5.5.9 *Exemptions*

An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.5 in the following circumstances:

- (a) Incapacity to pay the costs associated with its implementation, or
- (b) Any special or compelling circumstances peculiar to the business of the employer.

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

#### **6.1 Hours of work**

Refer to the relevant schedule.

#### **6.2 Rest pauses**

Every employee, other than performance and casual employees who do not work 8 hours continuously, shall be granted a rest pause of 10 minutes' duration in the employer's time in the 1st and 2nd half of their daily work. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary:

Provided that the rest pauses may be combined into one 20 minute break to be taken at a mutually agreeable time.

#### **6.3 Rosters**

All full-time employees must be notified by the employer of their working shifts by means of a roster placed in the staff room for the employees' perusal. At least 7 days' notice must be given to the employee should any alteration of the working hours be intended.

### **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

#### **7.1 Annual leave**

7.1.1 Every employee, (other than a casual employee), or an employee employed on a per performance basis, shall at the end of each year of their employment be granted 4 weeks' annual leave on full pay.

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and shall be paid for by the employer in advance:

- (a) In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award, at that excess rate; and
- (b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave

under this Award.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be paid, in addition to all other amounts due to them, their ordinary pay for 4 weeks and also their ordinary pay for any public holiday leave occurring during such period of 4 weeks.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to the employee, an amount equal to 1/12th of the ordinary pay for the period of employment.

#### 7.1.5 *Calculation of annual leave pay*

In respect to annual leave entitlements for any period of employment completed on or after 3rd September, 1973, annual leave pay (including any proportionate payments) shall be calculated as follows:

(a) Shift workers - Subject to clause 7.1.5(c) the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.

(b) Leading hands, Etc - Subject to clause 7.1.5(c) leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.

(c) All employees - Subject to the provisions of clause 7.1.5(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

- (i) The employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and weekend penalty rates);
- (ii) Leading hand allowance or amounts of a like nature;
- (iii) A further amount calculated at the rate of 17½ % of the amounts referred to in clause 7.1.5(c)(i) and 7.1.5(c)(ii).

(d) Clause 7.1.5(c) does not apply to:

- (i) any period or periods of annual leave exceeding -
  - 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week;
  - 4 weeks in any other case.
- (ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.6 Annual leave shall be taken within 6 months of becoming due. If it is not practicable to take such leave within the 6 month period, other arrangements may be made between the employer and the employee. Such other arrangements may lead to accumulation for a period not exceeding 2 years:

Provided that by agreement in writing between the employer and the employee, the accumulation period may be exceeded.

## **7.2 Sick leave**

### 7.2.1 *Entitlement*

(a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 8 days' sick leave for each completed year of their employment with their employer.

(b) This entitlement will accrue at the rate of one day's sick leave after each 6 weeks of employment.

(c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked if the employee were not absent on sick leave.

(d) Sick leave may be taken for part of a day.

(e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

(f) Part-time employees accrue sick leave on a proportional basis.



### 7.2.2 *Employee must give notice*

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

### 7.2.3 *Evidence supporting a claim*

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

### 7.2.4 *Accumulated sick leave*

An employee's accumulated sick leave entitlements are preserved when:

- (a) The employee is absent from work on unpaid leave granted by the employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months; or
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

### 7.2.5 *Workers' compensation*

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

## **7.3 Bereavement leave**

### 7.3.1 *Full-time and part-time employees*

Full-time and part-time employees shall on the death of a member of their immediate family or household in Australia be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

### 7.3.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.3.2.

### 7.3.3 "Immediate family" includes:

- (a) A spouse (including a former spouse, a de facto spouse and a former de facto spouse, spouse of the same sex) of the employee; and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.3.4 An employee, with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

## **7.4 Long service leave**

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

## **7.5 Family leave**

The provisions of the Family Leave Award apply to and are deemed to form part of this Award.

7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Award also provides for the terms and conditions of leave associated with:

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

## **7.6 Public holidays**

7.6.1 Subject to clause 7.6.6 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);
- 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.

### *7.6.2 Labour Day*

All employees covered by this Award are entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary time rate of pay prescribed for such work with a minimum of 4 hours.

### *7.6.3 Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *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 will be paid for at the rate of double time and a-half with a minimum of 4 hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

### *7.6.4 Double time and a-half*

For the purposes of clause 7.6 "double time and a-half" means one and a-half day's wages in addition to the employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.

### *7.6.5 Stand down*

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year's Day.

### *7.6.6 Substitution*

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employee's ordinary time rate of pay.

## **7.7 Jury service**

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

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

NOTE: No provisions inserted in this Award relevant to this Part.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Training**

The parties to this Award recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this award, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the use of skills acquired.

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

### **10.1 First-aid kit**

Every employer shall provide a first-aid kit readily accessible to employees in case of accident.

### **10.2 Uniforms**

10.2.1 Every employer shall provide special dress (including boots or shoes) or uniform when such employer requires their employees to wear such special dress or uniform. Such special dress or uniform shall remain the property of the employer and shall be kept in repair and in a clean condition by the employer.

10.2.2 (a) Where the employee so requests, projection staff shall be provided with overalls or dust coats which shall be dry-cleaned or laundered at the employer's expense.

- (b) Employees required to launder uniforms or any part of them shall be paid as follows:

Blouses \$1.23; Frocks \$2.46; Collars and/or Scarves 62c; Skirts \$1.23; Pant Suits \$3.08.

These rates shall apply for laundering once only in each week - if required to be laundered more than once these rates to apply for each occasion they are laundered.

- (c) Any front of house staff required to wear unusual or promotional attire shall be paid not less than 51c for each performance such special dress is required.

(d) Employees in continuous picture shows required to wear uniforms shall be allowed 30 minutes each day in the aggregate for the purpose of changing to and from such uniforms, such 30 minutes shall be counted as time worked.

10.2.3 Every employer shall provide a dress coat or dinner jacket when they require an employee to wear such coat or jacket or, in lieu thereof, shall pay to such employee in addition to the rate of wages prescribed herein an allowance of 41c per day with a maximum of \$2.05 per week.

10.2.4 Employees required to wear appropriate attire shall be paid 21c for each performance required to do so.

### **10.3 Amenities**

10.3.1 Employers shall provide suitable accommodation for employees to leave their personal property, and also for use to have meals.

10.3.2 Provision shall be made for all employees in continuous picture shows to be allowed to sit down for the purpose of resting while not engaged in performing their duty.

## **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 the 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 the employee does not want that employee's 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 full-time, 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.

### **11.3 Union encouragement**

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the

Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of an the Union.

#### 11.3.1 *Documentation to be provided by employer*

At the point of engagement, an employer to whom this Award applies shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by each employee.

The document provided by the employer shall also identify the existence of a union encouragement clause in this Award.

#### 11.3.2 *Union delegates*

Union delegates and job representatives have a role to play within a workplace. The existence of accredited union delegates and/or job representatives is encouraged.

The employer shall not unnecessarily hinder accredited union delegates and/or job representatives in the reasonable and responsible performance of their duties.

#### 11.3.3 *Deduction of union fees*

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of union fees for employees who signify in writing to their employer, their desire to have such membership fees deducted from their wages.

### **11.4 Award posting**

Every employer shall post in a conspicuous and convenient place on the premises and so as to be readily accessible to employees a true copy of this Award.

### **SCHEDULE**

List of employees with 2nd Tier Orders which to varying Degrees Modify the Provisions of this Award

Name	Case No.	Date of Order
Birch, Carroll & Coyle Limited	B570/88	31.8.88
Brisbane City Council	B285/88	23.9.88
Caboolture Bowl	}	
Capalaba Bowl	)	
Clayfield Bowl	)	
Gold Coast Super Bowl	)	
Greenslopes Bowl	)	
Kedron Tenpin Bowling Centre	) B267/89	6.6.89
Logan City Lanes	)	
Milton Tenpin Bowl	)	
Mt Warren Lanes	)	
Pine Rivers Bowl	)	
Southern Plains Tenpin Bowl	)	
Suncity Bowl	)	
Bundamba Bowl	}	

### **SECTION A**

#### **Cinema Section**

#### *Wage rates*

The minimum rates of wages shall be the minimum payable to employees in the Southern Division Eastern District whose conditions of employment are covered by sections B, C and D of this Award.

Classification	Relativity	Award Rate Per Week
	%	\$
Projectionist Grade I	100.5	684.10

Projectionist (Section B)		
Projectionist Grade II Projectionist (Section C)	98.7	674.70
Projectionist (Section D)		
Cinema Employee Grade I Head Cleaner Utility Person	87.4	627.40
Cinema Employee Grade II Ticket Seller (Section C) Ticket Seller (Sections B & D) Cleaner	85	617.40
Cinema Employee Grade III Ushers etc, Ticket Takers (Sections B & D) Projectionists Assistant	82	604.90

*Wages for projectionists*

	Percentage of Projectionists rate %
First year	55
Second year	65
Third year	75
Fourth and subsequent years	85

NOTE: 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.

*Casuals*

Casual employees shall be paid as follows:

	Per Hour \$
(a) Between 10 a.m. and 6 p.m.	19,5795
(b) Between 6 p.m. and midnight	19,9775

(Note 1: the above (a) rate is Cinema Employee Grade III divided by 38 multiplied by 23%)

(Note 2: the above (b) rate is Cinema Employee Grade III divided by 38 multiplied by 25.5%)

Provided that a minimum payment for 2 and a-half hours shall be made for each engagement.

Casual projectionists and projectionists' assistants, i.e. employees who are employed for less than one week, shall be paid 23% in addition to the ordinary rate:

Provided that a minimum payment for 4 and a-quarter hours shall be made for each engagement.

*Junior Employees*

Junior employees shall receive a minimum payment as a percentage of the adult rate for any of the aforementioned classifications as follows:

Junior Employees -	Percentage of minimum adult rate%
--------------------	---

Under 18 years old	55
18 to 20 years old	75
20 to 21 years old	85
21 years	adult rate

## SECTION B

### Continuous Picture Shows and Picture Shows Regularly Screening Twice Daily

#### *Hours*

The hours of projectionists and projectionists' assistants shall not exceed 38 in any one week and shall be worked in 5 days of 7 hours 36 minutes per day between 9.00 a.m. and 12 midnight and shall be continuous except for any break that may be necessary because the show is closing for any time before the 6 hours' Actual Operating time is completed. Such break shall not exceed 3 hours.

The hours of duty for Cinema Employees Grade II engaged in the sale of tickets shall not exceed 7 hours and 36 minutes in any one day (to include 30 minutes changing time) to be worked in 5 days (except in the case of Cinema Employees Grade II for a relief period of one-half hour to be at a time mutually agreed upon between the employer and the employee), hours of work to be between 9.00 a.m. and 12 midnight.

The hours of duty of Cinema Employees Grade III shall not exceed 7 hours and 36 minutes (to include 30 minutes changing time) in 5 days between 9.00 a.m. and 12 midnight. The ordinary working hours shall be worked within a spread of 10½ hours.

No deduction from wages shall be made in respect of periods of work that on any day are less than the maximum periods prescribed.

#### *Overtime*

Except as hereinafter provided, all time worked in excess of the ordinary full-time or daily working hours shall be deemed overtime and shall be paid for as follows:

- (a) *Weekly Employees* - Time and a-half for the first 3 hours on each day and double time thereafter;

Provided that all time worked on Sunday subject to the provisions of Section "G" of this Award or after 12 midnight and up to 8.00 a.m. shall be paid for at the rate of double time:

Provided further that all time worked during meal times shall be paid for at the rate of double time:

Provided that such daily overtime to be cumulative over the week with quarter hour divisors.

A full-time employee may be required to work a reasonable amount of overtime and this shall include work on the 6th day unless the employee has, in the first 5 days, worked a considerable amount of overtime and does not desire to work on the 6th day.

The regular full-time employees of a theatre shall be given preference of work under this clause.

#### *Meal Money*

In continuous Picture Shows an allowance equal to 2 and a-half hours pay at the respective Award rate shall be paid to projectionists, and an allowance of 2 and a-half hours pay at the highest Award rates shall be paid to assistant projectionists.

#### *Wages*

The following amounts shall be paid, in addition to the classified rate to projectionists working without any assistance employed in Multi-Cinema Complexes;

	In addition to total weekly rate in subclause (a)
	%
Projectionist operating 2 screens	10
Projectionist operating 3 screens	12
Projectionist operating 4 screens	14
Projectionist operating 5 screens	16
Projectionist operating 6 screens	18
Projectionist operating 7 screens	20



Provided that employees undertaking training as a projectionist shall not be deemed to be assisting a projectionist for the purposes of this clause.

#### *Leading hand allowance*

Employees in charge of other employees shall receive a loading of an amount equal to the following:

- (i) the employee who is the Chief Projectionist at each cinema owned and operated by that employer shall receive 5%, in addition to the employees ordinary rate.
- (ii) the employee who is the head of the "front of house" at each cinema owned or operated by that employer shall receive 5% in addition to the employees ordinary rate.

### **SECTION C**

#### **Drive-In Picture Shows**

##### *Hours*

For projectionist and projectionists' assistants the ordinary working hours shall not exceed 38 per week. Not more than 8 hours shall be worked in any one day, between 10.00 a.m. and 12 midnight on 5 days in each week.

The hours of duty of Cinema Employee Grade II engaged in the selling of tickets shall not exceed 7 hours and 36 minutes (to include 30 minutes changing time each day) in any one day and shall be worked on 5 days continuously except for a relief period of one-half hour to be given at a time to be mutually agreed upon between the employer and employee.

The hours of duty of Cinema Employees shall not exceed 7 hours and 36 minutes in any one day on 5 days in each week, and shall be worked between 4.00 p.m. and midnight.

##### *Overtime*

Except as hereinafter provided, all time worked in excess of the ordinary full-time or daily working hours shall be deemed overtime and shall be paid for as follows:

*Weekly employees* - Time and a-half for the first 3 hours on each day and double time thereafter.

*Casual employees* - Time and a-half for all time worked outside of or in excess of the hours prescribed for full-time employees of the same classification:

Provided that all time worked on Sunday subject to the provisions of section "G" of this Award or after 12 midnight and up to 8.00 a.m. shall be paid for at the rate of double time.

##### *Meal Allowance*

Where a projectionist or projectionists' assistant is required by an employer to carry out maintenance duties at a Drive-In Theatre at such time of the day as will prevent them from returning home to partake of a meal prior to commencing evening duties, shall be paid a meal allowance of \$12.10 on each such occasion.

##### *Occupational Health & Safety*

Where it is necessary for a projectionist, projectionists' assistant, or a cinema employee to perform duties in the open, the employer shall supply them with suitable footwear or pay an allowance of an amount mutually agreed between employee and employer for each day or night the employee performs such duties.

##### *Maintenance time*

Unused projection time may be added to maintenance time.

### **SECTION D**

#### **Picture Shows (Other than Continuous Drive-In Shows)**

##### *Hours*

For projectionists and projectionists' assistants, the ordinary working week shall not exceed 38 hours to be worked on 5 nights and 3 other performances, not at night:

Provided that projectionists and projectionists' assistants engaged in theatres which hold performances in excess of 4 each week, shall be classed as full-time employees and paid accordingly.

The hours of duty of projectionists and projectionists' assistants shall not exceed 38 hours Actual Operating in each week and shall be worked between 9.00 a.m. and 12 midnight.

The hours of duty of Cinema Employees Grade II shall not exceed 7 hours 36 minutes in any one day (to include 30 minutes changing time) on 5 days in each week and shall be worked continuously except for a relief period of one-half hour to be given at a time to be mutually agreed upon between the employer the employee.

The hours of other full-time employees shall not exceed 7 hours and 36 minutes on any one day (to include 30 minutes changing time) on 5 days in each week, and shall be worked between 10.00 a.m. and 11.00 p.m. The ordinary working hours shall be worked within a period of 10½ hours.

*Maintenance* - Unused projection time may be added to maintenance time.

## SECTION E

### **Theatres, Stadiums, Circuses, Skating Rinks, Sound Lounges, Discotheques, Theatre Restaurants, Dance and Other Halls, Cabarets, Planetariums and Clubs and Hotels in Connection with the Entertainment of Customers**

#### *Wages*

The minimum rates of wages payable to the following classes of employees shall be:

#### **(1) Back of House Staff -**

Classification	Relativity %	Award Rate Per Week \$
Property Department -		
Head Property Master	100.5	684.10
Property Person	92.4	648.30
Wardrobe Department -		
Costume Supervisor	100.5	684.10
Wardrobe Assistants	92.4	648.30
Wardrobe Attendant	85	617.40
Mechanical Department -		
Head Stage Carpenters or mechanist Scene and/or Set Designer	} 100.5	684.10
Stage Carpenter or mechanist Art (Scenic Artist/Artists/Set Painters)}	} 95	659.10
Light Department -		
Head lightperson Public Address and/or Sound Operator }	} 100.5	684.00
Head Technicians (Audio/ Video/Maintenance)	} )	
Other Technicians (Audio/ Video/Maintenance)	} )	
Lightperson	} 95	659.10
Stage Staff -		
Stage Property person, lights and flys	87.4	626.40

Head Flyer	95	659.10
Person in charge of side	92.4	648.30
Employees required to work counterweights	92.4	648.30
Lightperson in perch, dome boatswain's chair or swinging scaffold, or showing spotlight or flooding by arc lamp	92.4	648.30
Dresser	85	617.40
Stage doorkeeper	82	604.90

Stage Manager's Department -

Technical Stage Manager	110	725.30
Stage Manager	105	703.70
Assistant Manager	92.4	648.30
With more than 2 years experience	95	659.10

*Hours*

The said working week may be extended to 46 hours per week for the 3 weeks immediately preceding the opening performance of a production and 43 hours per week for each other week during the engagement by the payment of an additional amount as follows:

	Per Week \$
(a) To a Technical Stage Manager or Stage Manager	38.20
(b) To an Assistant Manager	34.70

(Note 1: Rate (a) above is the technical Stage Managers full-time rate divided by 38 then multiplied by 2.

Note 2: Rate (b) above is the Assistant Manager with more than 2 years experience divided by 38 then multiplied by 2).

The employer's intention to so extend the working week shall be notified to the employees prior to the commencement of the engagement and the prescribed additional payment shall then continue to be made throughout the engagement.

Stage Staff -

	Per Performance \$
Lightperson, Public Address and/or Sound Operator	99.63
Stage, properties, lights and flies	91.24
Head Flyperson	96.00
Person in charge of side and/or mechanical revolving stage	94.43
If working counterweights from stage - 57 cents extra	
Lightperson in perch, dome, boatswain's chair or swinging Scaffold or showing light or flooding by arc lamp	94.43
Person in charge of dome - 66 cents extra	
Dressers	89.93

(Note 1: the above rates are the full-time rates of the same title ÷ 38 x 23% x 4.5.

Note 2: the "if working counterweights from stage" allowance is .6% of the performance rate.

Note 3: the "person in charge of dome" allowance is .7% of the performance rate).

Any employee in this section who is not employed for at least 6 performances in 7 weeks from the time of their first engagement shall be paid an extra 90 cents per performance. (Note 1: the above allowance is the usher etc performance rate divided by 100).

This classification shall not apply to employees sent by the relevant Union to fill the place of employees who do not intend to work during a performance.

The rates to be paid to the following classes of employees shall be:

Skilled property makers, carpenters - property or stage, flyer in rigging productions, person in charge of transport:

Per Hour  
\$

From 8am to 6pm	20.6315
From 6pm to midnight	21.8220
From midnight to 8am	23.0220
During meal hours	21.8220
Sunday midnight to 8am	)
Public Holidays midnight to 8am	) 24.3405

Provided further that casual rates shall not be payable to employees engaged on a per performance basis.

(Note: The above hourly rates are to be adjusted to accord with future State Wage Case increases for the classification of "Stage property person, lights and flies" - (Stage Staff in Section E.))

**(2) Front of House Staff -**

<b>Classification</b>	<b>Relativity %</b>	<b>Award Rate Per Week \$</b>
Ushers, Monitors, Ticket Takers, Door Attendants, Gallery Ushers or Monitors, Escape Door Attendants, Commissionairies, Cloakroom Attendants, Programme Sellers, All other employees	85	617.40
Ticket Sellers	87.4	627.40
Ticket Sellers (Booking)	91.3	643.60
Spruikers-	82	604.90

**PERFORMANCE EMPLOYEES**

	<b>Per Performance \$</b>
(a) Ushers, Monitors, Cloakroom Attendants, Programme Sellers, All other employees, Ticket Takers, Door Attendants, Gallery Ushers, Effect people, Commissionairies, Stage Doorkeepers, Barrier Door Attendants, Escape Door Attendants	) ) ) ) ) ) 89.93
(b) Ticket Sellers	93.75
(c) Spruikers	88.11

(Note 1: Rate (a) is the full-time ushers etc rate divided by 38, multiplied by 23% and then by 4.5.

Note 2: Rate (b) is the full-time ticket sellers (booking) rate divided by 38, multiplied by 23% and then by 4.5.

Note 3: Rate (c) is the full-time spruiker rate divided by 38, multiplied by 23% and then by 4.5.

Note 4: 4.5 in the above calculations represents 4.5 hours)

Any employee classified in this section who is not employed for at least 6 performances in 7 weeks from the time of their first engagement shall be paid an extra 90 cents per performance. (Note: the above allowance is the usher etc performance rate divided by 100).

This classification shall not apply to employees sent by the relevant Union to fill the place of employees who do not intend to work during a performance.

Employees who are in charge of, and supervise the duties of other employees shall be paid \$1.80 cents in addition to the performance rates set out. (Note: the above allowance is 2% of the ushers' performance rate)

*Hours*

(a) For ticket sellers, the hours of duty shall not exceed 7 hours and 36 minutes (including 10 minutes changing time) on 5 days in each week and shall be worked continuously except for a relief period of one-half hour to be given at a time to be mutually agreed upon by the employer and the employees.

(b) Mechanical, Property, Light and Stage Managers Department -

The ordinary working hours shall not exceed 7 hours and 36 minutes in any one day on 5 days in each week and shall be worked between the hours of 8.00am and 11.30pm.

Starting time to ceasing time shall not exceed 10.5 hours.

The ordinary working hours for casual employees shall not exceed 7 hours and 36 minutes on any one day.

- (c) Wardrobe Department - The ordinary working hours shall not exceed 7 hours and 36 minutes in any one day on 5 days in each week and shall be worked between 9am and 8pm. Starting time to ceasing time shall not exceed 10.5 hours.
- (d) Dressers - The ordinary working hours of dressers shall be from one hour prior to the raising of the curtain until 15 minutes after the final curtain fall.
- (e) Per Performance Employees - The ordinary working hours of employees engaged and paid on a performance basis shall be worked as follows:

Other than at Dance Halls -

Evening Performance - 6.30pm to 9.15pm or 7pm to 10pm

Matinees - 12.30pm to 3.15pm

Evening Performance - 6.30pm to 11.00pm

Matinees - 12.30pm to 5.00pm

Dance Halls -

Ticket Sellers - 7.30pm to 11.00pm

Other Employees - 7.30pm to 11.30pm

The ordinary hours of duty for ordinary night hands in the mechanical, property, light, stage, managers and wardrobe department shall commence half an hour before the raising of the curtain and cease when the stage is cleared or at 11.00pm.

Except that one lightperson, if required, must be in the theatre at least one hour and a-half before the raising of the curtain or at 6 o'clock and be responsible for electric lights in the front of the house.

- (f) General - Except as hereinbefore provided, the ordinary working hours of casual employees shall commence at the time employees are required to attend for work and actually attend whether the work commences or not.

Performance employees shall be paid all ordinary pay due to them in the employer's time. All time in excess of ordinary working hours shall be paid for at overtime rates with quarter hour divisors, such payment to be made available during office hours on the next business day or paid on the next engagement by agreement between employer and employee.

#### *Meal Times*

Weekly employees shall be allowed time for a meal not later than 5 hours after their ordinary starting time each day:

Provided that the time allowed for such meal shall not be less than half an hour.

#### *Overtime*

All time worked in excess of the full-time or daily hours prescribed or before the fixed starting time or after the fixed ceasing time shall be overtime and shall be paid for at the rate of time and a-half for the first 3 hours on any day and at the rate of double time thereafter.

All time worked on Sunday subject to the provisions of Section "G" of this Award shall be paid for at the rate of double time.

All time worked between midnight and 8am on the next day shall be paid for at the rate of double time.

All time worked during meal times shall be paid at the rate of double time.

#### *Working in wet weather*

If an employee is required to work in the rain, or in an area where the rain makes conditions wet, and the employee gets their clothes or any part of their clothing wet, they shall be paid for all time so worked at the rate of double time and such payment continue until they cease work or are able to change into dry clothes:

Provided however that this clause shall not apply where the employee is provided by the employer with waterproof clothing and footwear.

*Uniforms*

Every employer shall provide a dress coat or dinner jacket when they require an employee to wear such coat or dinner jacket, or in lieu thereof shall pay to such employee in addition to the rate of wages prescribed herein an allowance \$1.80 per day or a maximum of \$9.00 per week. (Note 1: the above per day allowance is the usher etc per performance rate divided by 50. Note 2: the maximum per week is the above allowance multiplied by 5).

Employees required (in lieu of the above) to wear prescribed attire (other than the coat or dinner jacket referred to above) shall be paid \$6.30 for Doorman or Head Usher and \$5.85 for all other employees for each day they are required to do so when a performance occurs. (Note 1: the above allowances are 7% and 6.5% respectfully of the usher etc performance rate divided by 100).

*Occupational Health & Safety*

Provision shall be made for all employees performing Front of House duties to sit down for the purpose of resting whilst not engaged in performing their duty.

**(3) Ten Pin Bowling**

Classification	Relativity %	Award Rate Per Week \$
Ten Pin Bowling - Head Machine Serviceperson	95	659.20
Machine Serviceperson	87.4	627.40

Percentage of Adult Rate  
%

Junior - Machine Serviceperson - Under 18 years	55
18 years and under 20 years	75
20 and under 21 years	85
21 years and over	100

Classification	Relativity %	Award Rate Per Week \$
Ten Pin Attendant	82	604.90

Percentage of Adult Rate  
%

Junior Ten Pin Attendant - Under 18 years	55
18 years and under 20 years	75
20 and under 21 years	85
21 years and over	100

Classification	Relativity %	Award Rate Per Week \$
Counter Control Attendant or Receptionist	85	617.40
Playroom Attendant	82	604.90

Percentage of  
Adult Rate  
%

Junior - Counter Control Attendant or Receptionist - Under 18 years	55
18 years and under 20 years	75
20 and under 21 years	85
21 years and over	100

Junior rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.

Casual employees who are employed for less than one week shall be paid 23% in addition to the rates prescribed for the various classifications with a minimum of not less than 3 hours for each engagement.

*Hours of Duty* - The ordinary working hours of all employees employed at Ten Pin Bowling Centres shall not exceed 38 per week and shall be worked in 5 days of not more than 7 hours and 36 minutes continuously, except for meal breaks, between the hours of 7.30 a.m. and 12 midnight:

Provided that Counter Control Attendants or Receptionists and Playroom Attendants shall be allowed 30 minutes changing time in their daily hours and their ordinary working hours shall be worked within a spread of 10½ hours:

**(4) Roller Skating Rinks**

Classification	Relativity %	Award Rate Per Week \$
<i>Roller Skating Rinks -</i>		
Programme Director )		
Floor Attendant )		
Control Counter Attendant )	82	604.90
Skate Maintenance Person )		
Skate Room Attendant )	82	605.40

Juniors - Junior employees shall be paid the following percentages of the minimum adult rate:

	Performance %
Under 18 years	55
18 years and under 20 years	75
20 and under 21 years	85
21 years and over	100

Junior rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.

*Hours*

Weekly Employees - The ordinary hours of employment shall be between the hours of 9.00am and 11.00pm and shall not exceed 38 per week or 7 hours and 36 minutes on any one day on 5 days of the week, with 2 consecutive days off. The ordinary working hours for full-time employees shall be worked within a maximum spread of 12 hours on any one day.

*Week-end Penalty Rates*

All ordinary time worked by full-time employees on a Sunday shall be paid for at the rate of double time.

Casuals employed on a Sunday shall be paid at the rate of 150% of the ordinary hourly rate as specified for full-time employees.

*Casuals*

All work performed during ordinary hours by casual employees who are employed for less than a week shall be paid for at the rates of 23% in addition to the rate prescribed for the appropriate classification with a minimum payment of 3 hours per engagement.

A casual employee is engaged by the hour and is not entitled to notice of termination of services, shall be paid as follows:

	Per Hour \$
(a) From 8am to 6pm	20.3925
(b) From 6pm to midnight	22.1465
(c) From midnight to 8am	24.2670

(d)	During meal hours		22.1465
(e)	Sunday Midnight to 8am	)	
(f)	Public Holidays Midnight to 8am	)	27.1220

(Note 1: the (a) rate is the full-time skate room attendant rate divided by 38, multiplied by 28%.

Note 2: the (b) rate is the (a) rate multiplied by 8.6%.

Note 3: the (c) rate is the (a) rate multiplied by 19%.

Note 4: the (d) rate is the (a) rate multiplied by 8.6%.

Note 5: the (e) rate is the (a) rate multiplied by 33%.

Provided that a minimum payment for 3 hours shall be made for each engagement.

## SECTION F

### GENERAL

(1) Where an employee is employed, but is not provided for in the section of this Award applicable to the employer concerned, but is provided for in some other section of this Award, then the rate of wages and conditions of employment prescribed in such other section for the employee concerned shall be payable and granted.

(2) Midnight Shows - Weekly employees shall be paid not less than 1/3rd of the prescribed full-time rate for work performed as follows:

Sections "B" and "D" a minimum of 4.25 hours; Section "C" a minimum of 4 hours 48 minutes; Section "E" a minimum of 3.5 hours and treble time thereafter.

All other employees shall be paid at the rate of double time for a minimum of 2 hours and maximum of 4.25 hours and treble time thereafter.

A midnight show is a performance which may commence after the usual night performance or at 11.30pm or thereabouts.

(3) Booking clerks and ticket sellers covered by Section "E" (excluding theatres) shall not be held responsible for cash shortages when they are instructed to allow another employee (including the manager) access to their cash during a selling period or when not given the opportunity to check change and tickets required to be sold by them.

(4) Where the Executive of The Australian Workers' Union of Employees, Queensland agrees with any employer that for special reasons conditions different to those prescribed herein should be accepted by any employee, altered conditions may be agreed upon between the said Union and the employer.

(5) An employee required to continue working overtime between 12 midnight and 8am and required to continue or resume work after 8am without having had a break of at least 8 hours and in the cinema industry a break of at least 10 hours shall be paid at the highest overtime rate applying until a break of at least 8 hours or 10 hours as the case may be shall have been given to them.

If an employee is required to work at a midnight performance after working during a night performance the employee shall be allowed a supper break of one-half hour between 10pm and 12 midnight.

Employees required to continue working after a performance, i.e., bumping out, shall be entitled to a supper break of one-half hour for which no deduction in pay shall be made.

Notwithstanding any other provision in this clause, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the employee concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

(6) Provided that all employees whose ordinary hours of work on or before 31 August 1995 were 36 per week, retain such ordinary hours under this Award.

(7) Wages - The minimum rates of wages payable to the following classes of employees wherever employed shall be:

Classification	Relativity	Award Rate
	%	Per Week \$
Head Day Cleaner	87.4	627.85



Day Cleaner	85	617.40
Cleaners going to work twice a day	87.4	627.85
Utility Men	87.4	627.85

Night Shift Allowance - Provided that employees required to work between the hours of 1.00pm and 5.45am shall be paid an allowance of \$9.70 per shift.

NOTE: 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.

- (8) Casual employees, i.e. - employees who are employed for less than a week, shall be paid 23% in addition to the rate prescribed, with a minimum payment of not less than 3 hours for each engagement.
- (9) Hours -
  - (a) Cleaners - The ordinary working hours of cleaners shall be 38 per week to be worked at 7 hours and 36 minutes in any one day on 5 days in any one week and shall be worked in the case of day cleaners between 6.30am and 6pm and in the case of night cleaners between 10pm and 10am on the following day.
  - (b) Utility people - The ordinary working hours of utility people shall not exceed 8 hours in any one day on 5 days in each week and shall be worked between 6.30am and 11.00pm. Starting time to ceasing time shall not exceed 10.5 hours.
- (10) Meal Time - Day and night cleaners and utility person shall be allowed meal time of not less than one-half hour, such meal time to be granted not later than 5 hours after commencing work.
- (11) Overtime - Save as hereinafter provided all time worked in excess of the full-time working hours shall be paid for at the rate of time and a-half.

All time worked before the fixed starting time or after the fixed ceasing time shall be paid for at time and a-half for the first 3 hours on any one day and double time thereafter.

Cleaners whose normal working hours include Sunday or part thereof shall be excluded from the rates of pay and conditions prescribed in this Award under "Sunday Screenings and/or Performances" (Section "G").

Provided, however, that a cleaner called upon to work on Sundays in addition to their 5 day week, and in connection with a Sunday performance within the area defined, shall be in accordance with Section "G", otherwise all time worked on Sunday and for emergency or maintenance shall be paid at the rate of double time.

All time worked during the meal time shall be paid for at the rate of double time.

## **SECTION G**

### **Sunday Screenings and/or Performances**

This Section shall apply to all employees (with the exception of night cleaners as provided elsewhere in this Award) required to work for public screenings, publicity or trade shows, private screenings, group or social screenings, private try-outs, technical screenings, run throughs, rehearsals, productions, dances, discotheques, sound lounges, skating and/or skating productions, entertainment for customers in cabarets, clubs, and hotels whether indoor or outdoor.

Wages -

Weekly Employees - If the work performed is outside the ordinary working week they shall be paid an amount equal to 1/3rd of the prescribed full-time rate in addition to their ordinary full-time payment: but if the work is part of the ordinary week they shall be paid an amount equal to 1/5th of the prescribed full-time rate in addition to their ordinary full-time payment.

Employees required to work on Sundays as part of their ordinary working week and who shall receive payment of 1/5th of the prescribed full-time wage in addition to payment for the week shall be entitled to one full day off during the week and their prescribed total full-time working hours shall therefore be performed over 5 days including Sundays: Provided that -

- (i) Section "B" - Weekly Employees - If the work performed is outside the ordinary working week they shall be paid an amount equal to half the prescribed full-time rate in addition to their ordinary full-time payment; if the work is part of the ordinary week they shall be paid an amount equal to 1/5th of the prescribed full-time rate in addition to their ordinary full-time payment.
- (ii) Section "C" - Weekly Employees - If the work performed is outside the ordinary working week they shall be paid an amount equal to 1/3rd of the prescribed full-time rate in addition to their ordinary full-time payment; but if the work is part of the ordinary week they shall be paid an amount equal to 1/5th of the prescribed full-time rate in addition to their ordinary full-time payment.

Section "D" - Full-time Employees - If the work performed is outside the ordinary hours they shall be paid an amount equal to one-third of the prescribed full-time rate in addition to their ordinary full-time payment; but if the work is part of the ordinary week they shall be paid an amount equal to one-fifth of the prescribed full-time rate in addition to their ordinary full-time payment.

Casual performance or hourly employees shall be paid double the rate prescribed elsewhere in this Award.

- (1) Overtime - All employees required to work on Sundays longer hours or outside the spread of hours than those prescribed elsewhere in this Award shall be paid hourly overtime at the rate of treble time, calculated by dividing the prescribed full-time ordinary wage by the prescribed full-time hours with half-hour divisors and a-half-hour minimum:

Provided that any employee called upon to work on Sunday for maintenance or emergency purposes and not in connection with Sunday performances shall be paid at the rate of double time with a minimum of 2.5 hours.

Dated 27 February 2003.

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

Operative Date: 28 April 2003