

QUEENSLAND PERFORMING ARTS CENTRE ENTERPRISE AGREEMENT 2024

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1.1 Agreement Title

This Agreement shall be known as the Queensland Performing Arts Centre Enterprise Agreement 2024.

1.2 Date the Agreement Commences and Period of Operation

This Agreement shall commence operation 7 days from approval by the Fair Work Commission and shall remain in force until 31 March 2027.

The parties agree to commence negotiations for a replacement enterprise agreement at least 3 months prior to the nominal expiry of this Agreement.

1.3 Application of Agreement

The parties bound by this Agreement are:

- the Queensland Performing Arts Trust;
- employees engaged by the Queensland Performing Arts Trust whose salaries or rates of pay are fixed by this Agreement; and
- the Media, Entertainment and Arts Alliance.

1.4 Relationship to Parent Award and NES

1.4.1 This Agreement is read in conjunction with the Live Performance Award 2020.

1.4.2 In the event of any inconsistency with this Award, the terms of this Agreement shall take precedence.

1.4.3 Hospitality Employees are bound by the provisions of Schedule 1 of this Agreement. This Schedule shall prevail and take precedence to the extent of any inconsistency with the remaining provisions of this Agreement. For the sake of clarity, the following provisions of this Agreement do not apply to Hospitality Employees:

- 4.4 Casual Employees
- 4.5 Part-Time Employees
- 5.5 Higher Duties
- 5.10 Meal Allowances
- Part 6 – Hours of Work, Breaks, Overtime, Weekend Work
- 7.4 Public Holidays

1.4.4 This Agreement shall be read in conjunction with the National Employment Standards (“NES”). No term of this Agreement shall be less favourable to employees than the corresponding terms in the NES. Where a term of this Agreement is less favourable, the corresponding term of the NES will apply.

1.5 Posting of Agreement

A true copy of this Agreement will be available on the Trust’s Intranet so as to be easily read by employees.

1.6 Definitions

- 1.6.1 "Administrative Employees" means those employees principally engaged in administrative duties.
- 1.6.2 "Archival Recording" means the recording of a performance for the following purposes:

An historical record for the Trust for use by the Trust, students or historians, archival reference for rights holders, principal cast and production (creative team with appropriate waivers executed by the Trust); a performance reference for an artist where more than one performer is cast to perform the same role; as a tool to on sell the performance; for planning and research as a guide to recreate the production when it is restaged or revised; or for a choreographer, director, musical director to remount future productions.
- 1.6.3 "Base hourly rate" shall mean the base hourly rate specified in Schedule 2 and Schedule 3 of the Agreement.
- 1.6.4 "Double time" shall mean 200% of the base hourly rate for full-time and part-time employees and 225% of the base hourly rate for casual employees.
- 1.6.5 "Double time and a quarter" shall mean 225% of the base hourly rate for full-time and part-time employees and 250% of the base hourly rate for casual employees.
- 1.6.6 "Double time and a half" shall mean 250% of the base hourly rate for full-time and part-time employees and 275% of the base hourly rate for casual employees.
- 1.6.7 "Hospitality Employees" means those employees principally engaged in Food and Beverage duties.
- 1.6.8 "Immediate family" shall mean:-
- (a) A spouse, former spouse, de facto partner (including same sex de facto partner), former de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (b) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner (including same sex de facto partner) of the employee (or former spouse or de facto partner).
- 1.6.9 "Performing Arts Employee" ("PAE") means an employee employed by the Queensland Performing Arts Trust who undertakes various responsibilities and duties to enable the Trust to effectively promote present and manage performing arts productions.
- 1.6.10 "Performance" shall mean one run through of any production during which an audience is present and/or an occasion when any video, film, audio recording or broadcasting is undertaken.
- 1.6.11 "Theatre Employees" means those employees, other than Administrative Employees, principally engaged in Production, Box Office and Visitor Services duties.
- 1.6.12 "Time and a half" shall mean 150% of the base hourly rate for full-time and part-time employees and 175% of the base hourly rate for casual employees.

- 1.6.13 “Triple time” shall mean 300% of the base hourly rate for full-time and part-time employees and 325% of the base hourly rate for casual employees.
- 1.6.14 “Trust” means the Queensland Performing Arts Trust constituted under the *Queensland Performing Arts Trust Act 1977*.
- 1.6.15 “Union” means the Media, Entertainment and Arts Alliance.

PART 2 - AGREEMENT FLEXIBILITY

2.1 Individual Flexibility Arrangement

- 2.1.1 The Trust and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the Trust and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Trust and employee.
- 2.1.2 The Trust must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 2.1.3 The Trust must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Trust and employee; and
 - (c) is signed by the Trust and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 2.1.4 The Trust must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 2.1.5 The Trust or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Trust and employee agree in writing — at any time.

2.2 No Further Claims

- 2.2.1 This Agreement is in full and final settlement of all parties' claims for the period of its nominal term. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment, whether dealt with in this Agreement

or not, which claims are intended to take effect during the nominal term of this Agreement.

PART 3 - COMMUNICATION, CONSULTATION AND GRIEVANCE RESOLUTION

3.1 QPAT Consultative Committee

3.1.1 There will be established the QPAT Consultative Committee, the role of which will be:

- (a) To monitor the implementation and on-going operation of this Agreement;
- (b) To analyse performance against agreed objectives and through a process of consultation and encouragement with employees devise an action plan to implement agreed objectives;
- (c) To enhance consultative and communication processes within the organisation to promote trust amongst the parties;
- (d) To provide a forum for the parties to consult each other about matters involving changes to the organisation or performance of work in the Trust's operations; and
- (e) To ensure effective compliance with the Disputes Procedure by all parties.

3.1.2 The Committee shall consist of equal numbers of Management and employee representatives nominated by the Trust and employees respectively. A Union Official from the relevant Union will also be permitted to attend meetings.

Responsibility of Members

3.1.3 Each consultative committee member has a responsibility to cooperate, consult and contribute to ensure the success of the Committee and its desired outcomes.

3.1.4 Each consultative committee member will respect the opinions of other members and ensure the provision of an atmosphere of honest and productive discussion of ideas, suggestions and comments.

3.1.5 The Committee may at its discretion call on other persons to attend the Committee and to advise it on specific matters of concern to the Committee.

3.1.6 Employee representatives will be allowed reasonable time during working hours to prepare for meetings.

3.1.7 The Committee will meet at least bi-monthly during the life of this Agreement and will be jointly chaired by a representative of management and a nominated representative of the employees.

3.1.8 A management representative will be appointed as Secretary and is charged to ensure:

- (a) Minutes are maintained and reflect clear, concise and accurate discussions and decisions of the Committee;
- (b) Minutes are distributed to all members within one week of the meeting; and
- (c) Co-ordination and distribution of meeting agenda is provided at least 3 days prior to the scheduled meeting.

3.1.9 QPAT Consultative Committee members will treat all information or data supplied by the Trust as confidential unless it is agreed by the Director that such information can be widely disseminated amongst employees.

3.1.10 The Consultative Committee process will seek to ensure the widest consultation between management and employees.

3.2 Consultation

3.2.1 This term applies if the Trust:

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

Major change

3.2.2 For a major change referred to in sub-clause 3.2.1(a):

- (a) the Trust must notify the relevant employees of the decision to introduce the major change; and
- (b) sub-clauses 3.2.3 to 3.2.9 apply.

3.2.3 The relevant employees may appoint a representative (including Union representative) for the purposes of the procedures in this term. If

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

the Trust must recognise the representative.

3.2.4 As soon as practicable after making its decision, the Trust must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the Trust is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

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

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

- 3.2.7 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Trust, the requirements set out in clauses 3.2.2(a), 3.2.3, 3.2.4 and 3.2.5 are taken not to apply.
- 3.2.8 In this term, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation, or size of the Trust's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 3.2.9 For a change referred to in sub-clause 3.2.1(b):
- (a) the Trust must notify the relevant employees of the proposed change; and
 - (b) sub-clauses 3.2.10 to 3.2.14 apply.
- 3.2.10 The relevant employees may appoint a representative (including Union representative) for the purposes of the procedures in this term.
- 3.2.11 If a relevant employee appoints, or relevant employees appoint, a representative, including Union representative, for the purposes of consultation; and the employee or employees advise the Trust of the identity of the representative; the Trust must recognise the representative.
- 3.2.12 As soon as practicable after proposing to introduce the change, the Trust must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion - provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Trust reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the Trust reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 3.2.13 However, the Trust is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 3.2.14 The Trust must give prompt and genuine consideration to matters raised about the change by the relevant employees.

- 3.2.15 In this term, **relevant employees** mean the employees who may be affected by a change referred to in clause 3.2.1.

3.3 Grievance Procedure

The intention of this procedure is to ensure that disputes and employee grievances do not result in loss of working time causing inconvenience to the operation of the Queensland Performing Arts Trust, inconvenience to hirers, inconvenience to the public or inconvenience to fellow employees. The objectives of this procedure are the avoidance and resolution of disputes, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.

- 3.3.1 If a dispute relates to:

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

this term sets out procedures to settle the dispute.

- 3.3.2 Should employees feel that a situation has arisen whereby they consider they have a dispute or grievance with the Trust in relation to any aspect of their work conditions, they shall adopt the following procedure:

Employees may choose in the first instance to take the dispute or their grievance to either management or the appropriate employee's representative.

- 3.3.3 Should employees choose to take the dispute or their grievance to management then they may do this through their immediate supervisor or the next appropriate level of management.

- 3.3.4 Where a dispute or grievance is taken to the employee's immediate supervisor and such dispute or grievance is not resolved to the satisfaction of the employee the matter may be taken to the next level of management.

- 3.3.5 Where a dispute or grievance cannot be resolved between an employee and their immediate supervisor and the matter is taken to the next appropriate level of management the manager shall arrange a meeting with the aggrieved employee (together with their representative) and take the necessary action to have the details of the dispute or grievance documented for the use of both parties.

- 3.3.6 Management shall notify the employees of its response to the dispute or grievance within 3 days of the dispute or grievance first coming to the attention of management.

- 3.3.7 If the employees consider that the dispute or grievance has not been resolved then such dispute or grievance shall be put in writing to management by them or their representative; should their action not lead to the resolution of the matter then either party may refer the matter to Fair Work Commission. A copy of any relevant written material shall accompany any notification to the Commission.

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

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- 3.3.9 All employees shall have the right to invoke the above grievance procedure without any adverse effect on their employment.
- 3.3.10 While the parties are trying to resolve the dispute using the procedures in this term:
 - (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the Trust to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 3.3.11 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

3.4 Working Group

- 3.4.1 The parties have agreed to form a Working Group to review the classification criteria for employees of the Trust other than Hospitality Employees.
- 3.4.2 The Working Group shall consider, but not be limited to, the following classification criteria:
 - (a) Characteristics;
 - (b) Qualifications;
 - (c) Typical duties and skills; and
 - (d) Indicative roles.
- 3.4.3 The Working Group will be comprised of representatives of the Trust, Union and employees.
- 3.4.4 The Working Group will be established within 3 months of approval of this Agreement by the Fair Work Commission.
- 3.4.5 The Working Group will finalise its discussions within 12 months of approval of this Agreement by the Fair Work Commission.
- 3.4.6 Any outcomes agreed by the Working Group may be implemented administratively or through the process (as prescribed by the *Fair Work Act 2009*) to formally vary this Agreement.

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

4.1 Types of Employment

4.1.1 Employees under this Agreement will be employed in one of the following categories:

- (a) full-time employee; or
- (b) part-time employee; or
- (c) flexible part-time employee;
- (d) variable part-time employee;
- (e) fixed term employee; or
- (f) casual employee.

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

4.2 Engagement of Employees

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

4.3 Full-time Employees

4.3.1 A full-time employee shall mean an employee engaged by the week to work the ordinary number of hours prescribed for weekly employees in Clause 6.1 (Hours of Work).

4.3.2 Full-time employees will be paid the rates specified in Clause 5.1 (Classification and Rates of Pay) for the relevant classification.

4.4 Casual Employees

4.4.1 Subject to clause 4.9 (Multi-hiring Arrangements - All Employees), when an employee is engaged by the hour, the employment may be terminated without notice by either party subject to the payment of any prescribed minimum amount of wages and to the employee working the time covered by such wages if required to do so.

4.4.2 Casual employees shall be engaged for a minimum of 3 hours per engagement, with a maximum of 38 ordinary hours per week.

4.4.3 Casual hourly rates of pay are calculated by dividing the total per week rate as specified in clause 5.1 (Classifications and Rates of Pay) by 38 hours and adding a 25% casual loading.

4.4.4 The casual loading is in lieu of payment for annual leave, sick leave and public holidays not worked.

4.4.5 Casual Conversion

- (a) Casual employees are entitled to casual conversion in accordance with the NES and this sub-clause.
- (b) If a casual employee has been employed by the Trust for a period of 12 months (beginning the day that employment started) and, during at least the last 6 months,

has worked a pattern of hours on an ongoing basis which, without significant adjustment, could be worked on a full-time, part-time, flexible part-time or variable part-time basis, the Trust will, in the absence of reasonable grounds to refuse, make an offer of casual conversion to the employee.

- (c) A casual employee who has been employed by the Trust for a period of at least 6 months may, if they believe they no longer meet the requirements of casual employment, request in writing that their employment be converted to full-time, part-time, flexible part-time or variable part-time. A casual employee cannot make such a request if, in the last 6 months, the Trust has refused a previous request for conversion, or the employee has had a dispute with the Trust about casual conversion.
- (d) If such a request has been made by a casual employee, the Trust will consult with the employee before providing a response in writing within 21 days.
- (e) The Trust may refuse a request made by a casual employee if the employee still meets the requirements of casual employment or there are fair and reasonable operational grounds for refusal, including:
 - substantial changes would be required to the way in which work in the Trust is organised;
 - there would be significant impacts on the operation of the Trust's business; or
 - substantial changes to the employee's employment conditions would be reasonably necessary in order to comply with the terms that would apply to the employee as a full-time, part-time, flexible part-time or variable part-time employee (as the case may be).

4.5 Part-Time Employees

- 4.5.1 A part-time employee shall mean an employee engaged by the week and who is contracted to work a constant number of ordinary hours each week of not less than 16 hours, but less than the ordinary number of hours prescribed for weekly employees.
- 4.5.2 The appropriate per hour rates for part-time employees are calculated by dividing the total per week rate as specified in clause 5.1 (Classifications and Rates of Pay) by 38 hours.
- 4.5.3 Part-time employees shall receive all other benefits of this Agreement on a pro-rata basis.
- 4.5.4 Part-time Employment for Employees Other than Administrative Employees

The following provisions apply specifically to employees (Other than Administrative Employees):

- (a) A part-time employee who performs work in excess of the contracted ordinary hours up to the ordinary hours for a full-time employee shall be paid at the rate of single time.

Provided that all work performed in excess of the ordinary hours prescribed in clause 6.1 (Hours of Work) of the Agreement shall be paid in accordance with the provisions of clause 6.4 (Overtime and Penalty Rates) of the Agreement.

- (b) A minimum payment of 4 hours shall be made for each start.

4.6 Flexible Part-time Employees

- 4.6.1. Flexible part-time employees will be engaged on a fixed term basis of not less than 3 months or more than 12 months.
- 4.6.2. A flexible part-time employee shall mean an employee who is contracted to work an agreed average number of ordinary hours of at least 14 hours and up to the maximum ordinary weekly hours of a full-time employee over the duration of the fixed term arrangement.
- 4.6.3. A flexible part-time employee shall be paid for a minimum of 4 hours and a maximum of 12 ordinary hours each day.
- 4.6.4. A flexible part-time employee may work ordinary hours on up to 6 days per week.
- 4.6.5. A flexible part-time employee may elect to be paid under either of the following options:-
 - (a) Payment of the guaranteed minimum hours averaged over the fixed period each pay period. Under the averaging arrangement, an employee would be paid the guaranteed minimum hours each week with actual hours credited or debited depending upon the number of hours actually worked. Any accumulated hours would be paid at the conclusion of the fixed term arrangement; or.
 - (b) Paid the hours actually worked each pay period.
- 4.6.6. A flexible part-time employee who has not been required to work the guaranteed hours over the fixed term arrangement will be paid for any such un-worked hours provided that a flexible part-time employee who refuses or is unable to work (for reasons other than approved and accumulated leave) more than two shifts per quarter may have the hours of those shifts deducted from the un-worked hours which need to be made up.
- 4.6.7. Where a flexible part-time employee resigns before the completion of the fixed term arrangement and has been paid for hours which have not been worked, the Trust will mutually agree with the employee to develop a work plan to ensure the fulfilment of these hours or, alternatively, may withhold from monies due to the employee the value of the un-worked hours.
- 4.6.8. At the completion of the fixed term arrangement, a flexible part-time employee's accrued annual leave will be paid out. However, where the employee commences another fixed term flexible part-time arrangement within one month the employee may elect to have the annual leave accrual retained. A flexible part-time employee's long service and sick leave accruals will be maintained unless there is a break in employment of 3 months or more.
- 4.6.9. A flexible part-time employee shall be paid in accordance with the provisions of Clause 6.4 (Overtime and Penalty Rates) and Schedule 1 Clause 10 (Overtime) of the Agreement where work performed is in excess of the hours prescribed by this clause, Clause 6.1 (Hours of Work) or Schedule 1 Clause 8 (Hours of Work) of the Agreement. Overtime will be paid as worked and does not form part of a flexible part-time employee's guaranteed minimum hours.
- 4.6.10. A flexible part-time employee will be paid the appropriate hourly rate for the relevant classification and shall receive all other benefits of this Agreement on a pro rata basis.

4.6.11 The Trust will undertake a review of the classification of a flexible part-time position once an employee has been engaged in the role for 2 years to ascertain if the possibility of an on-going position exists.

4.7 Variable Part-time Employees

4.7.1. A variable part-time employee shall mean an employee engaged by the week who is contracted to work an agreed average number of ordinary hours of at least 14 hours and up to the maximum ordinary weekly hours of a full-time employee on an on-going basis.

4.7.2. A variable part-time employee shall be paid for a minimum of 4 hours and a maximum of 12 ordinary hours each day.

4.7.3. A variable part-time employee may work ordinary hours on up to 6 days per week.

4.7.4. A variable part-time employee may elect to be paid under either of the following options:-

(a) Payment of the guaranteed minimum hours averaged over the fixed period each pay period. Under the averaging arrangement, an employee would be paid the guaranteed minimum hours each week with actual hours credited or debited depending upon the number of hours actually worked. Any accumulated hours would be paid at the conclusion of the employee's engagement; or.

(b) Paid the hours actually worked each pay period.

4.7.5. It is the intention of the parties that a variable part-time employee should have their agreed number of ordinary hours averaged over a 12-month period. Where a variable part-time employee has not worked the guaranteed hours over this 12-month period, The Trust will mutually agree with the employee to develop a work plan to complete the un-worked hours over the ensuing 6 months. Provided that a variable part-time employee who refuses or is unable to work (for reasons other than approved and accumulated leave) more than two shifts per quarter may have the hours of those shifts deducted from the un-worked hours which need to be made up.

4.7.6. Where a variable part-time employee resigns or is terminated by the Trust and has been paid for hours which have not been worked, The Trust will mutually agree with the employee to develop a work plan to ensure the fulfilment of these hours or, alternatively, may withhold from monies due to the employee the value of the un-worked hours.

4.7.7. A variable part-time employee shall be paid in accordance with the provisions of Clause 6.4 (Overtime and Penalty Rates) and Schedule 1 Clause 10 (Overtime) of the Agreement where work performed is in excess of the hours prescribed by this clause, Clause 6.1 (Hours of Work) or Schedule 1 Clause 8 (Hours of Work) of the Agreement. Overtime will be paid as worked and does not form part of a variable part-time employee's guaranteed minimum hours.

4.7.8. A variable part-time employee will be paid the appropriate hourly rate for the relevant classification and shall receive all other benefits of this Agreement on a pro rata basis.

4.8 Fixed Term Contracts for Employees - All Employees

4.8.1 Subject to the availability of work, a casual employee may be engaged on a full-time or part-time basis on a fixed term contract in writing for a specified period of time.

- 4.8.2 An employee engaged on a fixed term contract shall be entitled to all conditions of employment applicable to a full-time or part-time employee.
- 4.8.3 At the conclusion of the fixed term contract, the employee:
- (a) may be offered a further fixed term contract, subject to the availability of such work, provided that preference in terms of the offer of a further fixed term contract is to be given to employees previously engaged on fixed term contracts; or
 - (b) shall be entitled to be paid all accrued benefits in terms of the appropriate Agreement provisions and if the employee had been employed by the Trust as a casual employee immediately before the period of the fixed term contract, such employee would be eligible to be engaged as a casual employee by the Trust at the conclusion of the fixed term contract.
- 4.8.4 An employee on a fixed term contract shall be given not less than 2 weeks written notice of whether or not the contract shall be renewed.
- 4.8.5 The duration of a fixed term contract shall be determined by the Trust having regard to the availability of work. Fixed term contracts offered to casual employees for specific projects shall be negotiated by the parties involved, in line with current industry practice.
- 4.8.6 Provided that no fixed term contracts shall be for a period of less than 4 weeks.

4.9 Multi-Hiring Arrangements - All Employees

- 4.9.1 All full-time, part-time, flexible part-time, variable part-time, fixed term and casual employees may work more than one job at the Trust, provided that each position is to be worked in separate areas, albeit that the work may still fall within the same classification level.
- 4.9.2 Further, this provision applies to full-time, part-time, fixed term, flexible part-time and variable part-time employees who may work in a casual capacity (in a separate job classification) even though that work would normally be covered by the same award. Such casual engagements shall be considered separately to the employees' full-time or part-time hours.
- 4.9.3 The rate of pay for each engagement shall be that applicable to the work performed.
- 4.9.4 The separate engagement enables the employee to attain additional skills and experience, and where necessary, training or qualifications.
- 4.9.5 The separate engagement shall be made by mutual agreement, in writing, between the employee and the Trust.
- 4.9.6 Employees who work more than one job in a day will be able to work up to 14 ordinary hours in any one day.

4.10 Notice and Termination of Service in Cases Other Than Redundancy

- 4.10.1 In circumstances where the employment of a full-time, part-time, fixed term, flexible part-time or variable part-time employee is terminated for reasons other than redundancy, the following notice or pay in lieu of notice shall be given by the Trust:

Less than 3 years:	2 weeks
More than 3 years but not more than 5 years:	3 weeks
More than 5 years:	4 weeks

The period is increased by 1 week if the employee is over 45 years old and has completed 2 years of continuous service with the Trust at the end of the day the notice is given.

- 4.10.2 Provided that this period of notice does not apply in the case of dismissal of any employee who is guilty of misconduct, neglect of duty, dishonesty, or insubordination or any act that would justify dismissal at common law, in which case the employee shall be entitled to payment of wages up until the time of dismissal. Provided further that during a period of probation, employment may be terminated on 1 week's notice being given or received from an employee or 1 week's pay being paid or forfeited instead.
- 4.10.3 The notice of termination required to be given by an employee is the same as that required of the Trust, except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required period of notice, the Trust may withhold from wages due to the employee on termination an amount that is no more than 1 week's wages for the employee.

4.11 Termination and Redundancy Entitlements

The Trust and employees to whom this Agreement applies shall comply with the Notice of Termination provisions of the *Fair Work Act 2009*. An employee shall be entitled to the following amounts of severance pay:

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

"Weeks' Pay" means the ordinary time rate of pay for the employee concerned, provided that the following amounts are excluded from the calculation of 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.

4.12 Balancing Work and Family

The Trust is committed to assisting employees to better balance their work and family responsibilities through the development of appropriate policies, procedures and flexible working arrangements.

4.13 Cash Handling – All Employees

An employee who handles cash on behalf of the Trust shall not be held responsible for cash shortages if another employee or another person authorised by the Trust has access to that cash during their shift.

4.14 Multi-Skilling/Additional Duties

- 4.14.1 The Trust may direct an employee to perform such duties as are within the limits of the employee's skill, competence, and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote de-skilling.
- 4.14.2 The Trust may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment, subject to the provisions of the *Work Health and Safety Act 2011*.
- 4.14.3 Where an employee is asked to perform other duties within the limits of the employee's skill, competence and training, in addition to their rostered hours, this will not be considered a separate engagement as defined in subclause 4.4.2. An employee in this situation will be paid, as a minimum, for the hours they had been rostered to work, at their rostered rate of pay. Any additional hours worked will be paid at the rate consistent with the classification of the work performed, on an hour for hour basis.

4.15 Employment Security

- 4.15.1 The Trust is committed to maximum employment security for Trust employees by developing and maintaining a responsive, impartial and efficient workforce as the preferred provider of existing services to the Trust and its clients.
- 4.15.2 The Trust undertakes that permanent employees will not be forced into unemployment as a result of organisational change or changes in priorities other than in exceptional circumstances. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and deployment opportunities.
- 4.15.3 The Trust will provide information to the union parties (where requested) on their employment practices in relation to the use of temporary and casual employment.

PART 5 - WAGES AND RELATED MATTERS

5.1 Classifications and Rates of Pay

- 5.1.1 The pay increases as detailed in the Remuneration Tables in Schedule 2 and Schedule 3 will take effect from the pay periods commencing on or after the dates specified:

Date of Effect	Rate of Increase
1 April 2024	4.0%
1 April 2025	4.0%
1 April 2026	3.0%

- 5.1.2 An employee who does not have relevant industry experience and demonstrated competency may be classified at Level 1.1 for up to 6 weeks for full-time or part-time employees, or up to 228 hours for casual employees, in order to demonstrate the skills and competency requirements of the role.
- 5.1.3 Incremental advancement for employees engaged by the week shall be based on satisfactory achievement of agreed work objectives and competencies. Provided

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

5.2 Cost of Living Adjustment (COLA) Payments

5.2.1 Definitions

The following definitions apply for the purposes of this COLA Payments clause:

COLA year – means one of the two 12-month periods from 1 April in one year to 31 March in the following year that includes a *calculation date*. The COLA years will be:

- 1 April 2023 – 31 March 2024 (COLA year 1); and
- 1 April 2024 – 31 March 2025 (COLA year 2).

base wages – for an *eligible employee*, means the salary actually payable to the particular employee in the relevant *COLA year* for work covered by the *predecessor agreement* in COLA year 1, or this Agreement in COLA year 2, and includes higher duties performed by the employee under the *predecessor agreement* or this Agreement and includes the casual loading where applicable. It does not include any other allowances or additional payments howsoever described (such as: overtime payments, shift penalties, weekend penalties, public holiday penalties, aggregated penalties or allowances, any payments of accrued leave where the leave is not taken, any payments for TOIL where the TOIL is not taken, COLA payments from previous periods, etc).

calculation date – means, either:

- 31 March 2024 (COLA year 1); or
- 31 March 2025 (COLA year 2).

COLA payment percentage – see clause 5.2.4(b).

CPI – means the Brisbane Consumer Price Index (all groups, March quarter annual percentage change from the March quarter of the previous year), for the March that falls within the relevant *COLA year*, as published by the Australian Bureau of Statistics.

eligible employee – see clause 5.2.3.

predecessor agreement – means the *Queensland Performing Arts Centre Enterprise Agreement 2021*.

Queensland government employee – means a person employed in a government entity, as defined in section 24 of the repealed *Public Service Act 2008* as in force at 1 October 2022, and the entities specified at sections 24(2)(c), 24(2)(d) and 24(2)(h) of the Act: the parliamentary service, the Governor's official residence and its associated administrative unit, and the police service.

wage increase under the Agreement – means the wage increase as specified in clause 5.1 of this Agreement, that occurs on the day after the end of the *COLA year*. For example, for the purposes of calculating COLA year 1 (1 April 2023 to 31 March 2024), the wage increase of 4% on 1 April 2024 is the *wage increase under the Agreement*.

5.2.2 Obligation for Payment

- (a) The parties acknowledge that a one-off cost of living recognition payment was made to eligible employees prior to the approval of this Agreement, calculated as 3% of *base wages* earned under the *predecessor agreement* over the period 1 December 2022 to 30 November 2023.
- (b) The Trust will also make two COLA payments as required by this clause 5.2.

5.2.3 Eligibility

- (a) *Eligible employees* covered by this Agreement may be entitled to receive COLA payments based on the *calculation dates*, for up to two (2) years only, and ending for the *calculation date* of 31 March 2025.
- (b) For *COLA year 1*, an employee is an *eligible employee* if they performed work under the *predecessor agreement* during *COLA year 1*, and they were covered by the *predecessor agreement* on the calculation date of 31 March 2024.
- (c) For *COLA year 2*, an employee is an *eligible employee* if they performed work under this Agreement during *COLA year 2*, and they are covered by this Agreement on the calculation date of 31 March 2025.
- (d) In recognition of employee mobility across the sector, where an employee would otherwise be an *eligible employee* in accordance with clause 5.2.3(b) or 5.2.3(c), but they are not covered by this Agreement (or the *predecessor agreement* in the case of *COLA year 1*) on the relevant *calculation date* due to being employed elsewhere as a *Queensland government employee* on the *calculation date*, they will be deemed to be an *eligible employee* for the associated COLA payment. To facilitate payment of the COLA payment in this circumstance, the employee is required to provide relevant details of their eligibility to People and Culture.

Example – an employee works for the first 3 months under the predecessor agreement, or under this Agreement, during a relevant COLA year, then takes up employment under a different agreement. They remain employed under the different agreement as at the relevant calculation date under this Agreement. Provided the employee provides the required notice and details of their current employer (as specified above) which confirms that they are a Queensland government employee as at the calculation date, they will be an eligible employee for that particular COLA payment (see clause 5.2.3(f) for pro-rata payments).

- (e) An employee who starts being covered by this Agreement or the *predecessor agreement* after a *calculation date* is not eligible for the associated COLA payment. For *COLA year 1*, also see clause 5.2.3(b).

Example – an employee starts being covered by the Agreement on 17 September 2024. The employee is not eligible for COLA payment year 1.

- (f) An *eligible employee* who did not perform work under the *predecessor agreement* or this Agreement for the full *COLA year*, will receive a pro-rata COLA payment by reference to the *base wages* they received that are attributable to work under the *predecessor agreement* or this Agreement.

Example 1 – an eligible employee is employed and works for 5 months under the predecessor agreement or this Agreement during a relevant COLA year. Their base wages for the COLA year will reflect the 5 months they worked.

Example 2 – an eligible employee is employed for 12 months under the predecessor agreement or this Agreement during a relevant COLA year and in those 12 months, works for 6 months, takes 3 months leave at half pay and takes 3 months leave without pay. Their base wages for the COLA year will reflect the 6 months they worked, 3 months where they earned half pay and 3 months where they earned no pay.

Example 3 – an employee is employed for 12 months under the predecessor agreement or this Agreement during a relevant COLA year and in those 12 months, works for 6 months and is temporarily seconded and works for 6 months under a different Agreement. Their base wages for the COLA year will then reflect the 6 months they worked under the predecessor agreement or this Agreement.

- (g) An eligible employee who is casual or part-time will receive a pro-rata COLA payment based on the hours they worked in the relevant COLA year because of the definition of base wages.

Example – a part-time employee works 0.6 full-time equivalent during the COLA year. The employee's base wages for the COLA year reflect their hours of work.

- (h) In addition to the other requirements of clause 5.2.3, casual employees are eligible employees provided they have performed work under the predecessor agreement or this Agreement, or as a Queensland government employee, within the 12-week payroll period immediately prior to the relevant calculation date.

5.2.4 Calculation and Payments

Step 1

- (a) A COLA Payment is only payable if, for the relevant COLA year, CPI exceeds the wage increase under the Agreement that occurs on the day after the end of the COLA year.

Example: For COLA Payment Year 1, the COLA year is 1 April 2023 to 31 March 2024. The wage increase under the Agreement is 4% on 1 April 2024. In April 2024, the ABS releases the CPI figure for March 2024 as 3.4%. Because CPI is less than the wage increase under the Agreement for the relevant COLA year, no COLA payment is triggered.

Step 2

- (b) The relevant COLA Payment is calculated by first determining the percentage difference between the wage increase under the Agreement and CPI for the relevant COLA year and each COLA Payment is capped at 3% (the 'COLA percentage').

Example: For COLA Payment Year 2, the COLA year is 1 April 2024 to 31 March 2025. The wage increase under the Agreement is 3% on 1 April 2025. In April 2025, the ABS releases the CPI figure for March 2025 as 3.9%. The COLA payment is calculated as the difference between 3% and 3.9%, i.e. 0.9%. 0.9% is less than the 3% cap, therefore the COLA percentage is 0.9%.

Step 3

- (c) To calculate an *eligible employee's* COLA Payment, the relevant employee's *base wages* for the *COLA year* are to be determined.

Note – no adjustment to base wages is necessary as the relevant *wage increase under the Agreement* has not been applied for the *COLA year*.

Step 4

- (d) The figure from clause 5.2.4(c) is then multiplied by the COLA Percentage calculated in clause 5.2.4(b) to determine the particular employee's COLA Payment for that *COLA year*.

Example: The COLA percentage is 3% and base wages is \$90,000.

- *\$90,000 multiplied by 3% = \$2,700.00*

- (e) COLA Payments are one-off, do not form part of base salary and will be taxed according to the applicable law.

5.2.5 Timing of Information and Payments

- (a) For *eligible employees* under clause 5.2.3(b) and 5.2.3(d), if payable, the relevant COLA payment will be made within two (2) months following the approval of the Agreement or the employee providing the notice of their employment pursuant to clause 5.2.3(d) following the approval of the Agreement.
- (b) For *eligible employees* under clause 5.2.3(c) and 5.2.3(d), if payable, the relevant COLA Payment will be made within two (2) months of the latter: the relevant *calculation date* and release of the *CPI* or the employee providing the notice of their employment pursuant to clause 5.2.3(d).
- (c) The Trust will provide advice to the Union and employees covered by this Agreement on the timing of payroll processing for each COLA payment.

5.3 Payment of Wages

5.3.1 All monies due to an employee will be paid weekly.

5.3.2 Upon termination of employment all monies due to an employee shall be paid on the next pay day following such termination.

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

5.4 Salary Packaging

5.4.1 Salary packaging is available for all employees who have satisfactorily completed 3 months' probation.

5.4.2 Employees who elect to partake in salary packaging shall be required to sign a 'participation agreement' acknowledging they accept all terms and conditions associated with the salary packaging arrangements.

5.4.3 The Trust will apply the following principles for employees who avail themselves of salary packaging:

- (a) As part of the salary package arrangements, the costs for administering the package, including fringe benefits tax, are met by the participating employee;
- (b) There will be no additional increase in superannuation costs or to fringe benefits payments made by the Trust;
- (c) Increases or variations in taxation are to be passed to employees as part of their salary package;
- (d) Employees must provide to the Trust evidence of independent financial advice prior to taking up a salary package;
- (e) There will be no significant additional administrative workload or other ongoing costs to the Trust;
- (f) Any additional administrative and fringe benefit tax costs are to be met by the employee;
- (g) Any increases or variations to taxation, excluding payroll tax, that result in additional costs are to be passed on to the employee as part of the salary package.

5.4.4 The employee's salary for superannuation purposes and severance and termination payments will be the salary that the employee would receive if not taking part in salary packaging.

5.4.5 The employee's salary for the purposes of annual leave, sick leave, long service leave and other leave will be the adjusted salary according to the employee's salary package.

5.5 Higher Duties

5.5.1 Administrative Employees

When employees temporarily undertake the duties of:

- a higher vacant classified office to which an appointment has not been made; or,
- for more than 4 hours the position of an employee who is on leave or on special service, the salary for which as determined by this Agreement is higher than the position which that employee ordinarily fills.

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

- the employee performs the whole of the duties and accepts all of the responsibilities of the position temporarily filled;
- the remuneration of the employee is not augmented to an amount greater than the salary of the employee relieved.

5.5.2 Employees Other than Administrative Employees

- (a) Except where a regular weekly higher duties allowance is paid to an employee who regularly performs higher duties, weekly employees engaged on duties carrying a higher rate than their own classification shall be paid as follows:
- More than 3 hours on any day - to be paid the higher rate for the whole of such day.
 - Three (3) hours or less during any such day - to be paid the higher rate for 3 hours for that day.
- (b) Penalty overtime rates applicable during the period when higher duties are performed shall be calculated and paid on the higher rate.

5.5.3 Allocation of Higher Duties

- (a) If the Trust requires a higher duties role to be performed for a period for at least 2 calendar months the following provisions will apply: -
- Where the higher duties role is expected to be performed for at least 2 but not more than 12 calendar months, the Trust will call for expressions of interest from employees to undertake this role. After fully considering all expressions of interest, the Trust will appoint an employee to fill the higher duties role based on merit selection and the Trust's operational requirements;
 - Where the higher duties role is expected to be performed for at least 12 calendar months, the Trust will undertake its usual merit based selection process including internal advertising of the higher duties role.
- (b) This sub-clause will not apply in the following circumstances:-
- where a regular weekly higher duties allowance is paid to an employee who regularly performs higher duties;
 - where the likely duration of the higher duties role is not known when the need for the higher duties role arises (for example an employee takes personal leave without notice);
 - where the higher duties role is not included in the classification structure of the Agreement.

5.6 Allowance for Transmission or Recording

- 5.6.1 Where a performance is to be recorded or transmitted by any means, including but not limited to radio or television transmission or film, video or audio recording, and whether transmitted live or recorded for later transmission, exhibition, distribution or sale, all production employees who perform work on that performance shall receive an allowance ("recording allowance") equivalent to the amount payable under clause 60.2(a) of the Live Performance Award 2020 in addition to the rate they would otherwise have received for that performance, provided that:

- (a) the recording allowance shall only be paid when the recording or transmission takes place during a performance or performances; and
 - (b) one payment only shall be made under the provisions of subclause 5.6.1 notwithstanding that recording of a production may take place over a series of performances.
- 5.6.2 Where a performance is recorded for sound only or transmitted by radio only the provisions of subclause 5.6.1 shall apply to Sound Technicians only.
- 5.6.3 The provisions of subclause 5.6.1 shall not apply to:
- (a) extracts of a performance or performances which are recorded or transmitted for news, publicity or promotional purposes, including paid television or radio commercials for that performance or season of performances;
 - (b) a performance or performances which are recorded for training, educational or archival purposes, provided that the hirer undertakes in writing to the Trust that such recordings will not be used for public broadcast, exhibition, distribution or sale; and
 - (c) occasions when the only purpose of the hiring is the recording or transmission of a performance, even though a non-paying audience may be present.
- 5.6.4 The recording allowance is not to be recorded as ordinary pay for the purpose of this Agreement insofar as the calculation of overtime, penalty, shift and annual leave loading payments are concerned.
- 5.6.5 Where the Trust proposes an exclusion from payment of the recording allowance as provided for in subclause 5.6.3, the Trust shall provide all Production employees with 7 days' notice of any such performance provided that where such recordings or transmission is arranged with less than 7 days' notice, all Production employees shall be provided with notice as soon as arrangements for the relevant recording or transmission are made.

5.7 Laundry Allowance - Theatre Employees and Hospitality Employees

Where Theatre Employees and Hospitality Employees launder their own uniform, each employee shall receive an allowance equivalent to the amount payable under clause 14.2(d) of the Live Performance Award 2020.

5.8 Appearance on Stage

- 5.8.1 There should be no restriction on employees in Production Services subject to this Agreement appearing on stage when there is a reasonable requirement for them to do so.
- 5.8.2 When Production Services employees are required to appear on stage, they shall be compensated by the payment of the allowance specified in Schedule 4.

5.9 Special Costumes - Theatre Employees

- 5.9.1 No Theatre Employee shall be required to wear a special costume unless it has been approved as not indecent, grotesque or ridiculous by the accredited representative of the

Union. If the approval of the accredited representative of the Union cannot be obtained the matter shall be determined by the Fair Work Commission.

- 5.9.2 If any employee is required to wear a special costume or uniform more unusual than is reasonably necessary for the performance of work, having regard to all the circumstances, the employee shall be paid an allowance as specified in Schedule 4 in addition to any other monies payable under this Agreement. If any question arises as to whether such costume or uniform is more unusual it shall be determined by the Fair Work Commission.

5.10 Meal Allowances

The meal allowance paid to an employee depends on where that employee is working:

5.10.1 Theatre Employees

- (a) An employee required to work overtime without being notified on the previous day or earlier, shall be supplied with a meal by the Trust or be paid a meal allowance.
- (b) If an employee works between midnight and 8.00am and continues to work beyond 8:00am, they shall be paid a meal allowance for each meal interval occurring before finishing time. This provision does not apply to an employee who has commenced work at or after 5:00am.

- 5.10.2 Box Office Employees - Where it is a requirement of the Trust that a full-time employee does not receive a meal break, such employee shall receive a meal allowance.

- 5.10.3 Administrative Employees - Employees who are required to work overtime, and the working of such overtime does not allow them to return to their home or place of lodging in order to partake of a meal during the times prescribed by clause 6.3 (Meal Breaks), shall be provided with a meal or paid a meal allowance.

- 5.10.4 The meal allowance for the purpose of this clause is the amount payable for a meal allowance under clause 60.3(a) of the Live Performance Award 2020.

5.11 Occupational Superannuation

- 5.11.1 In addition to the rates of pay prescribed by this Agreement, the Trust will contribute on behalf of each eligible employee an amount of occupational superannuation in accordance with the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time.

- 5.11.2 The Trust must make superannuation contributions for the employee (including salary sacrifice contributions) to a fund of the employee's choice, which offers a MySuper Product.

- 5.11.3 The chosen fund must be a complying superannuation fund that will accept contributions from the Trust and the employee. The choice must be made in a form determined by the Trust or in any standard form released by the Australian Taxation Office ("ATO"). The Trust must implement the employee's choice for superannuation contributions made at any time after 28 days from the date the employee's choice is received.

- 5.11.4 If the employee does not nominate a superannuation fund, the Trust is required to request the ATO to identify an employee's stapled fund for these contributions. If the ATO is

unable to identify a stapled fund for an employee, the Trust will make superannuation contributions to QSuper (default fund).

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

6.1 Hours of Work

6.1.1 Hours of Work – All Employees Except Casual Employees

- (a) The weekly total of ordinary hours of work for full-time and part-time employees shall be 38 hours.
- (b) The daily ordinary hours shall be 8 ordinary hours per day and are to be worked continuously (subject to a suitable meal break) between the hours of 8.00am and 12.00 midnight, Monday to Sunday inclusive. The meal hours are not to be counted as time worked.
- (c) Provided, however, that where mutual agreement is reached by the Trust and an employee (Other than an Administrative Employee), the daily total of hours may be worked in 2 periods, each period to be a minimum of 3 hours and to be continuous except as to meal hours occurring therein, and the hours worked following the break shall be paid for at time and a half. This proviso shall not apply on Sundays or public holidays.
- (d) Full-time and part-time employees have the ability to work up to 12 ordinary hours per day by mutual arrangement, subject to operational requirements.
- (e) In accordance with clause 4.9 (Multi-hiring Arrangements - All Employees), employees who work more than one job in a day will be able to work up to 14 ordinary hours.
- (f) Except as otherwise provided, each full-time and part-time employee shall have 2 days off in each week of employment. Such 2 days shall be consecutive if it is reasonably possible to arrange rosters accordingly.
- (g) The spread of hours of work, as specified in this clause, may be varied by mutual agreement between the Trust, employee and the Union and such variations are to be recorded by letter to the Union. Provided that if such agreement is reached no penalties as provided for elsewhere in this Agreement are payable by the Trust for work outside the originally prescribed spread of hours.

6.1.2 Hours of Work – Casual Employees

- (a) The ordinary hours of work for casual employees shall be a maximum of 38 hours per week.
- (b) Casual employees may be engaged for a maximum of 8 ordinary hours per day.
- (c) Casual employees may be rostered for more than one engagement each day. Each engagement is considered a separate and distinct shift.

- (e) In accordance with clause 4.9 (Multi-hiring Arrangements - All Employees), employees who work more than one job in a day will be able to work up to 14 ordinary hours.
- (f) Ordinary hours may be worked between the hours of 8.00am and 12.00 midnight, Monday to Sunday inclusive. The spread of hours of work may be varied by mutual agreement between the Trust, employee and the Union and such variations are to be recorded by letter to the Union. Provided that if such agreement is reached no penalties as provided for elsewhere in this Agreement are payable by the Trust for work outside the originally prescribed spread of hours.

6.1.3 Rostered Days Off

- (a) Notwithstanding the provisions of Clause 6.1.1 above, the ordinary hours of work for full-time employees may be an average of 38 hours per week to be worked on the basis of 160 hours for each 4-week period with the accrual of a rostered day off each 4 week period up to a maximum accrual of 12.
- (b) Rostered days off shall be taken at a time nominated by the Trust or mutually agreed between the Trust and the employee. Rostered days off must be taken within 12 months from the date on which the rostered day off was accrued.
- (c) Accrued rostered days off may be paid out to the employee where they are not taken within 12 months of their accrual or where an employee requests and the Trust agrees to pay out the accrued rostered days off. In this latter situation, the Trust will not unreasonably refuse such a request.

6.2 Notice of Rosters

All full-time and part-time employees must be given 7 days' notice by the Trust of their shifts by means of a roster placed in a convenient place for employees' perusal.

At least 7 days' notice must be given to the employee should any alteration of the working hours be intended, except in the case of emergency.

6.3 Meal Breaks – All Employees

- 6.3.1 All employees who work for more than 5 hours are entitled to an unpaid meal break of a minimum of 30 minutes up to a maximum of 1 hour by mutual agreement.
- 6.3.2 The meal break must commence within 5 hours of the commencement of work provided that an employee and the Trust may agree to extend this time by up to 1 hour.
- 6.3.3 All employees working more than 10 ordinary hours are entitled to two unpaid meal breaks in accordance with this clause. The first meal break must be taken within 6 hours of the commencement of work. The second meal break is to be taken within 8 hours of the commencement of work.
- 6.3.4 The timing and duration of the meal break is to be agreed between the employee and the relevant supervisor having regard to the operational requirements of the Trust.
- 6.3.5 All meal breaks under this clause are unpaid.
- 6.3.6 This clause shall apply to meal breaks for casual Visitor Services Employees only.

- (a) A meal break shall be given where there is a reasonable expectation that the duration of a shift is to exceed 5 hours exclusive of the duration of the meal break.
- (b) The duration of the meal break in subclause (a) hereof shall be a minimum of 15 minutes and a maximum of 30 minutes.
- (c) Where there is a reasonable expectation that the duration of the shift is to be 8 hours or more, a meal break of minimum 30 minutes and maximum 1 hour shall be given.
- (d) The timing and duration of the meal breaks in this clause shall be by agreement between the employee and the Duty Manager having regard to the operational requirements of the Complex.

6.3.7 The period of time allowed on meal break shall not be counted as ordinary hours of work (i.e. working time) within the meaning of clause 6.1 (Hours of Work) but shall not break the continuity of work.

6.3.8 Theatre Employees required by the Trust to work during the whole or part of their normal meal break shall be paid for any period of the break not taken at the rate of double time.

6.4 Overtime and Penalty Rates

6.4.1 All Employees except Casual Employees

- (a) Except where otherwise prescribed in this Agreement, all work performed in excess of prescribed daily ordinary hours or prescribed weekly total of hours (including work on the sixth day), shall be paid as overtime (calculated to the nearest quarter of an hour) at the rate of time and a half for the first 2 hours and double time thereafter.
- (b) For all work performed outside prescribed spread or range of hours as prescribed in clause 6.1 (Hours of Work), a penalty payment of time and a half shall be paid. This penalty shall not apply where mutual agreement to vary the spread of hours has been reached.
- (c) An employee called upon to work between midnight and 8.00am shall be paid at the rate of double time. Provided this penalty shall not apply to those employees who are required to work on Sundays and public holidays.
- (d) An employee recalled to work overtime after leaving the Centre (whether notified before or after leaving the premises) shall be paid for a minimum 4 hours work at the appropriate rate for each time the employee is so recalled, provided that except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours if the job recalled to perform is completed within a shorter period.
- (e) This sub clause shall not apply in cases where it is customary for an employee to return to the Centre to perform a specific job outside the ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

6.4.2 **Casual Employees**

- (a) A casual employee who works more than the prescribed total of ordinary hours for any day shall be paid at the rate of time and a half for the first 2 hours and double time thereafter.
- (b) A casual employee who works between 12 midnight and 8:00am will be paid double time for the hours worked from 12 midnight to 7:00am and time and a half for the hour worked from 7:00am to 8:00am. These rates will not apply to work performed on a Sunday or public holiday.
- (c) Where an employee engaged by the hour works between 12 midnight and 8.00am and is required to continue or resume work at or after 8.00am without having had a break of at least 10 hours, the employee shall be paid per hour for such continued or resumed work at the highest hourly rate paid to the employee during the employees' last worked period.
- (d) A casual employee who commences duty following a performance which concludes after 9.00pm shall be paid for the time worked at the rate of time and a half up to midnight and double time after midnight.

6.4.3 **Time Off In Lieu of Overtime – All Employees Except Casual Employees**

- (a) PAE Level 1 to PAE Level 4:
 - Employees in receipt of remuneration from PAE Level 1 to PAE Level 4 shall have the option to be paid overtime as per the Agreement or be granted equivalent time off in lieu.
 - An employee may be granted equivalent time off in lieu of overtime by mutual agreement, in writing, provided a minimum of half a working day is accrued for work on Saturdays, Sundays or public holidays.
 - The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.
 - Time off is to be taken within the period of 12 months after the overtime is worked and at a time or times within that period agreed upon by the employee and the Trust.
 - No more than 5 days may be added to annual leave.
 - The Trust will pay an employee for overtime worked but not taken as time off, at the rate applicable to the overtime when worked, if:
 - The time off is not taken within the period of 12 months;
 - The employee requests to be paid for the overtime; or
 - The employee's employment is terminated.
- (b) PAE Level 5 and Above:
 - Notwithstanding any other provision in this Agreement, no employee in receipt of remuneration above the maximum applicable to a PAE Level 4 shall be entitled to overtime payments but shall be entitled to equivalent time off in lieu.

- An employee may be granted equivalent time off in lieu of overtime by mutual agreement, in writing, provided a minimum of half a working day is accrued for work on Saturdays, Sundays or public holidays.
- The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.
- Time off is to be taken within the period of 12 months after the overtime is worked and at a time or times within that period agreed upon by the employee and the Trust, otherwise it shall lapse.
- No more than 5 days may be added to annual leave.

6.4.4 All Employees

- (a) Where an employee is required to work overtime until it is too late to travel home by regular public conveyance the Trust shall provide proper conveyance to the employee's home.

6.4.5 Sixth Day Arrangements

- (a) An employee required to work overtime on the sixth day shall be afforded at least 4 hours work or paid for 4 hours at the appropriate rate, of time and a half for the first 3 hours and double time thereafter except where such overtime is continuous with overtime commenced on the previous day.

6.5 Ten Hour Break – All Employees

The following provisions shall apply where employees do not receive a 10-hour break between the work of successive days:

- (a) The work of employees shall be so arranged that wherever reasonably practicable they have at least 10 consecutive hours off duty between the work of successive days. An employee who is rostered to commence ordinary hours of duty without having had at least 10 consecutive hours off duty since the termination of work on the previous day shall, subject to this subclause, be given 10 consecutive hours off duty without loss of pay for any rostered working time occurring during such absence.
- (b) If on the instructions of the Trust, an employee resumes work without having had 10 consecutive hours off duty, that employee shall be paid at double time rates (unless a higher rate is otherwise applicable) until released from duty for such period and shall then be entitled to be absent until having had such 10 consecutive hours off duty without loss of pay for rostered working time occurring during such absences of a break.
- (c) Where an employee continues or resumes work on a public holiday, that employee shall be paid at the appropriate rate for such work, which may include payment in excess of double time.

6.6 Sundays

6.6.1 Administrative Employees

- (a) All ordinary time worked on a Sunday shall be paid for at the rate of double time.
- (b) Overtime on a Sunday shall be paid for at the rate of double time and one quarter. A minimum of 4 hours shall be worked or paid for.

6.6.2 All Employees (excluding Casual Employees) - Other than Administrative Employees

- (a) Where a full-time, part-time, flexible part-time or variable part-time employee (excluding Administrative Employees) is required to perform duty between 12.00 midnight Saturday and 6.00am Monday, such duty being part of the roster which forms part of the ordinary 5 day working week, payment shall be at the rate of double time for the prescribed total of ordinary hours worked. Work in excess of the prescribed daily total of ordinary hours for such a day shall be paid at the rate of double time and a quarter for the additional hours so worked.
- (b) Where such work is in addition to the ordinary 5 day working week, payment shall be at the rate of double time and a half for the hours worked with a minimum payment as for 4 hours worked.

6.6.3 Casual Employees Other than Administrative Employees

A casual employee who is engaged to perform work between 12.00 midnight Saturday and 6.00am Monday shall be paid double time the ordinary hourly rate. Where work is in excess of the prescribed daily total of ordinary hours, such work shall be paid at the rate of double time and a quarter.

6.6.4 Transport - Employees Other than Administrative Employees

Where employees are required to work on a Sunday and no normal transport is available, the Trust shall provide transport. Where employees use their own vehicle on a Sunday, they shall receive compensation at the Queensland Public Service rate per kilometre with a maximum of 8 kilometres.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual Leave

7.1.1 Annual Leave Entitlement

- (a) All full-time employees are entitled to 4 weeks annual leave on full pay for each completed year of service.
- (b) Part-time, flexible part-time and variable part-time employees accrue leave on a pro-rata basis.

7.1.2 Flexibility in Taking Annual Leave

The Trust will provide flexibility to employees in their ability to take annual leave, e.g. 8 weeks half pay annual leave. The terms of this provision shall be by mutual agreement between the Trust and the employee and subject to operational requirements.

7.1.3 Purchased Leave

- (a) Full-time and part-time employees who have 12 months continuous service shall be entitled to access the Purchased Leave arrangements.
- (b) Employees may apply to access up to 6 weeks (in whole weeks only) Purchased Leave over a 12-month period. A written application is required for each 12-month period of Purchased Leave.
- (c) Applications for Purchased Leave can be submitted twice yearly for the commencement of each calendar and financial year. Applications need to be submitted in either May or November for commencement in July or January.

7.1.4 Notice of Annual Leave

- (a) An employee shall make application in writing for annual leave. This application shall give adequate notice of the proposed date the leave is to begin. Adequate notice will be given, whether or not the leave is granted.
- (b) The Trust may direct an employee to take annual leave upon the giving of 4 weeks' notice during a close down or partial close down of the Centre.
- (c) The Trust may direct an employee with excessive annual leave accruals (more than 20 working days) to take a period of annual leave greater than an accrual of 20 working days. For example, an employee with 30 days accrued may be directed to take 10 days. However, the Trust may only give such a direction after first conferring with and genuinely trying to reach agreement with the employee on reducing or eliminating the excessive annual leave accruals.

7.1.5 Pay Rates for Annual Leave

- (a) The pay rate for annual leave is the employee's ordinary wage rate at the time the employee takes annual leave, plus seventeen and one half per cent (17 1/2%) of that ordinary rate.
- (b) Annual leave shall be paid in advance by the Trust, unless the employee otherwise requests to have the annual leave paid weekly.

7.1.6 Public Holidays during Annual Leave

Annual leave shall be exclusive of any public holidays that may occur during the period of that annual leave.

7.1.7 Proportionate Annual Leave on Termination

If the employee leaves or is dismissed, the Trust shall pay the employee their annual leave entitlement as follows:

- (a) If the employee leaves or is dismissed at the completion of a full year of employment, ordinary pay for 4 weeks plus seventeen and one half per cent (17 1/2%) leave loading is payable. Ordinary pay for any public holiday occurring during such period of 4 weeks is also to be paid by the Trust.
- (b) If the employee has less than 12 months service or leaves before the completion of a full year of employment in subsequent years, pro rata leave is payable. Pro rata leave is calculated by the following formula:
 - **In the first year of service** - one-twelfth of the ordinary time earnings for the period of employment if less than 12 months service plus seventeen and one half per cent (17 1/2%) of the one-twelfth amount.
 - **In subsequent years** - it shall be one-twelfth of ordinary time earnings from the employee's anniversary date of commencement plus seventeen and one half per cent (17 1/2%) of the one-twelfth amount.

7.1.8 Cashing out of Annual Leave

Employees may apply to receive a cash payment of their annual leave accruals; however, the following conditions will apply:

- (a) the employee must retain an entitlement to least 4 weeks paid annual leave;
- (b) there is a separate agreement in writing on each occasion that leave is cashed out;
- (c) the Trust will not exert undue influence or undue pressure on an employee to agree to cash out an amount of annual leave;
- (d) the employee must be paid at least the full amount that would have been payable had the annual leave been taken.

7.2 Personal/Carer's Leave

7.2.1 Definition - Personal/Carer's Leave

Personal/Carer's leave is the right to be absent from work without loss of pay when an employee is not fit for work because of personal illness or injury or to provide care or support to a member of the employee's immediate family or household due to their personal injury, illness or other unexpected emergency.

7.2.2 Evidence Supporting a Claim

Immediately on return to duty, an employee must make application for personal/carers leave. If this absence exceeds 2 working days, the employee must provide a certificate from a qualified medical practitioner.

7.2.3 Personal/Carer's Leave Claims

- (a) Full-time employees are entitled to 10 days personal/carers leave for each year of service.
- (b) The maximum amount of paid personal/carers leave an employee (other than a casual) may claim in one year depends on how long the employee has worked for the Trust as follows:

- (i) In the first year of service – A full-time employee shall be credited with 10 working days personal/carer's leave at the commencement of employment except that fixed term employees will be credited with leave in accordance with clause 7.2.3(iii).
- (ii) Thereafter, an employee shall accumulate personal/carers leave at the rate of 10 days per annum.
- (iii) Part-time, fixed term, flexible part-time and variable part-time employees accrue leave on a pro-rata basis.

7.3 Compassionate Leave

7.3.1 Employees, other than casuals, shall be entitled to 2 days' leave without loss of pay on each occasion (a permissible occasion) when:

- (a) a member of the employee's immediate family or household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies; or
- (b) a child is stillborn, where the child would have been a member of the employee's immediate family or household, if the child had been born alive; or
- (c) the employee, or the employee's spouse or de facto partner, has a miscarriage.

7.3.2 A casual employee is entitled to 2 days unpaid compassionate leave for a permissible occasion.

7.4 Public Holidays

7.4.1 Public Holidays Each Year

Full-time and part-time employees shall be entitled to the following public holidays without loss of pay:

New Year's Day;
 Australia Day;
 Good Friday;
 Easter Saturday;
 Easter Sunday;
 Easter Monday;
 Anzac Day;
 Labour Day;
 Birthday of the Sovereign;
 Brisbane Royal National Show Day;
 Christmas Day;
 Boxing Day;

or any other day appointed under the *Holidays Act 1983*, to be kept in place of any holiday.

7.4.2 Public Holiday conditions - Administrative Employees

- (a) All work done by any employees on a public holiday specified in subclause 7.4.1 above, will be paid at the rate of double time and a half with a minimum of 4 hours.
- (b) Provided that all time worked on a public holiday in excess of ordinary hours or outside the ordinary starting and ceasing times prescribed by this Agreement for the day of the week on which such holiday falls shall be paid for at triple time.
- (c) For the purpose of this clause and in relation to weekly employees, "double time and one-half" shall mean one and one-half day's wages in addition to the prescribed weekly rate, or pro rata if there is more or less than a day worked.

7.4.3 Public Holiday conditions - Employees Other than Administrative Employees

- (a) For the purposes of this clause a public holiday shall be deemed to commence at 12 midnight on the date of the Public Holiday.
- (b) Full-time, Part-time, Flexible Part-Time and Variable Part-Time Employees:
 - (i) Where an employee engaged by the week works an ordinary shift on a public holiday which forms part of the ordinary 5 day working week, payment shall be at the rate of double time and a half for the prescribed total of ordinary hours worked, provided however, that work in excess of the prescribed total of ordinary hours on such a day is payable at the rate of triple time for the additional time so worked.
 - (ii) Where an employee engaged by the week performs work on a public holiday which is in addition to the ordinary 5 day working week, such work not being in conjunction with other work, payment shall be triple time for the hours worked with a minimum payment as for 4 hours worked.
 - (iii) Where an employee engaged by the week is required to continue to work following the conclusion of the employee's normal roster on the day before a public holiday and if such work continues into the public holiday, payment shall be as for a minimum 2 hours worked with payment for the work falling on a public holiday being at the rate of triple time.
 - (iv) An employee engaged by the week who is not required to work on a day by reason of that day being a public holiday shall be paid for that day at single time as if a normal roster had been worked.
 - (v) An employee engaged by the week whose rostered time off falls on a public holiday shall be paid an additional day's pay in lieu or be allowed an additional day off without loss of pay at a time to be agreed upon by the Trust and the employee.

7.4.4 Casual Employees

- (a) A casual employee who is required to perform duty on a public holiday shall be paid for such work at the rate of double time and a half the ordinary hourly rate provided, however, that where such work exceeds the prescribed daily total of ordinary hours that all work in excess of such daily total of ordinary hours shall be compensated at the rate of triple time.

- (b) A casual employee engaged to perform work on the eve of a public holiday who continues to work on the public holiday, shall be paid for all time so worked on the public holiday at the rate of triple time with a minimum of 2 hours.

7.4.5 Substitution of Public Holidays

- (a) Full-time and part-time employees may work on a public holiday and be granted time off in lieu to be taken within a period of 9 months, subject to operational requirements. Work performed on the public holiday shall be treated as an ordinary day, i.e., paid at ordinary rates and shall not include public holiday penalties.
- (b) If however, the subsequent time off is not taken within the 9 month period, the employee shall be paid the appropriate penalties for having worked on that public holiday.

7.5 Long Service Leave

Long Service Leave Entitlements - All Employees

- 7.5.1 An employee who has completed 10 years of continuous service shall be entitled to long service leave on full pay of: 1.3 calendar weeks for each year of continuous service and proportionate amount for an incomplete year of service.
- 7.5.2 The Trust and an employee may agree when accrued long service leave may be taken. However, if the Trust and an employee cannot agree, the Trust may direct an employee to take at least 4 weeks long service leave upon the giving of at least 3 months written notice.
- 7.5.2 An employee who has taken long service leave shall be entitled to long service leave when the employee accrues at least 4 weeks' long service leave. The period of such long service leave shall be calculated as provided in subclause 7.5.1, in respect of the whole of the employee's continuous service, after deducting any long service leave previously taken.
- 7.5.3 An employee shall be entitled to payment in lieu of long service on resignation or retirement and to that employee's estate in the event of the employee's death on the same conditions as prescribed in the Queensland Government (Industrial Relations) Directive (Long Service Leave) as amended from time to time.
- 7.5.4 An employee who has completed at least 7 years continuous service is entitled to a proportionate payment for long service leave on the termination of the employee's service on the same conditions as prescribed in the Queensland Government (Industrial Relations) Directive (Long Service Leave) as amended from time to time.
- 7.5.5 Employees are entitled to take pro-rata long service leave after 7 continuous years.
- 7.5.6 Flexibility in Taking Long Service Leave

The Trust will provide flexibility to employees in their ability to take long service leave e.g., 6 months' half pay long service leave. The terms of this provision shall be by mutual agreement between the Trust and the employee.
- 7.5.7 Cashing out of Long Service Leave

Employees may apply to receive a cash payment of their long service leave accruals following the completion of 10 years continuous service. However, the following conditions will apply:

- (a) there is a separate agreement in writing on each occasion that leave is cashed out;
- (b) the Trust will not exert undue influence or undue pressure on an employee to agree to cash out an amount of long service leave;
- (c) the employee must be paid at least the full amount that would have been payable had the long service leave been taken.

7.6 Parental Leave

7.6.1 Parental Leave

- (a) Employees shall be entitled to 12 months unpaid parental leave and related entitlements in accordance with the *Fair Work Act 2009*.
- (b) Employees (including long-term casuals) who have been employed by the Trust on a continuous basis for greater than 12 months shall be entitled to paid parental leave in accordance with the Trust's Parental Leave Policy, which provides the following entitlement:
 - 14 weeks paid maternity leave or 1 week's paid short spousal leave, to be taken as the initial absence on parental leave;
 - 14 weeks paid long spousal leave if the employee is the primary caregiver for the relevant period of the paid leave; or
 - 14 weeks' paid adoption leave at the time of placement or taking custody if the employee is the primary caregiver or 1 week's paid adoption leave if the employee is the secondary caregiver.
- (c) Employees may take paid parental leave in accordance with clause 7.6.1(b) on a half-pay basis.

7.6.2 Extension of Unpaid Parental Leave

An employee may apply to the Trust for an extension of unpaid parental leave for an unbroken period of up to 104 weeks in total.

7.6.3 Flexible Working Arrangements

In accordance with the *Fair Work Act 2009*, an employee may request a change in their working arrangements from their employer if they require flexibility because they:

- are pregnant;
- are the parent, or have responsibility for the care, of a child who is of school age or younger;
- are a carer (within the meaning of the *Carer Recognition Act 2010*);
- have a disability;
- are 55 or older;
- are experiencing family and domestic violence; or

- provide care or support to a member of their immediate family or household, who requires care or support because they are experiencing family and domestic violence.

7.6.4 Request for Flexible Working Arrangements

A request for flexible working arrangements must:

- be in writing; and
- set out details of the change sought and of the reasons for the change.

The Trust must give the employee a written response to the request within 21 days, stating whether the Trust grants or refuses the request.

The Trust may refuse the request on reasonable business grounds Only if the Trust has:

- discussed the request with the employee and genuinely tried to reach an agreement on alternative arrangements to accommodate the employee's circumstances; and
- considered the consequences for refusing the employee's request.

If the Trust refuses the request, the written response must include:

- details of the reasons for the refusal, including an explanation of the grounds for refusing and how they apply to the request;
- other changes the Trust is willing to make or a statement that there aren't any changes to be made; and
- information about getting help from the Fair Work Commission for disputes about flexible working arrangements.

7.7 Jury Leave

7.7.1 Full-Time and Part-Time Employees

- Full-time and Part-time employees (i.e., employees other than casuals) who are called up for jury service and are not exempted from such service shall be granted special leave without loss of pay to attend such duty.
- Any compensation received by the employee for attending such duty shall be paid to the Trust upon return to normal duty. Such refunds shall not include payments received as compensation for travelling.

7.7.2 Payment for Theatre Employees on Jury Leave

The payment for jury leave shall be at the average daily rate received by the employee during the 4 weeks immediately prior to such leave.

7.8 Family and Domestic Violence Leave

- The Trust is committed to supporting employees who experience family and domestic violence. Family and domestic violence is violent, threatening or other abusive behaviour by a close relative of a person, a member of a person's household, or a current or former intimate partner of a person, that seeks to coerce or control the person and causes the person harm or to be fearful. This can include behaviour that is physically, sexually,

emotionally, psychologically or economically abusive, threatening, coercive or aimed at controlling or dominating the other person through fear.

- 7.8.2. Any employee who is experiencing family and domestic violence is entitled to 10 days per year of non-cumulative paid leave in order to address matters related to family and domestic violence, including:
- (a) attending medical and/or counselling appointments;
 - (b) sourcing alternative accommodation;
 - (c) accessing legal advice;
 - (d) attending legal proceedings;
 - (e) organising alternative care for members of their immediate family or household;
 - (f) organising alternative education arrangements for their children; and
 - (g) other issues related to the domestic and family violence.
- 7.8.3 Paid family and domestic violence leave may be taken as consecutive or single days or as a fraction of a day and all reasonable requests will be approved.
- 7.8.4 An employee seeking to access paid family and domestic violence leave may be required by the Trust to provide documentary evidence from the Queensland Police Service, a Court, a Doctor, Nurse or other Health Professional, Family Violence Support Service or Lawyer. A signed statutory declaration may also be acceptable as proof.
- 7.8.5 Notice and supporting evidence of the need to take paid family and domestic violence leave should be provided to the Trust as soon as reasonably practicable (which may be a time after the leave has started). The Trust will take reasonable steps to ensure information concerning any notice or evidence an employee has provided is treated confidentially.
- 7.8.6 Notwithstanding the above, the Trust acknowledges that employees affected by family and domestic violence may experience difficulties in providing supporting documentation in some circumstances.
- 7.8.7 Employees can also access existing leave entitlements for the abovementioned purposes, without the usual notice requirements.

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

8.1 Travelling - Employees other than Administrative Employees

- 8.1.1 The rate of pay for travelling time outside of the normal working hours shall be ordinary rates, except on Sundays and holidays where it shall be time and a half.
- 8.1.2 The maximum travelling time to be paid for shall be 12 hours out of every 24 hours, or when a sleeping berth is provided by the Trust for all-night travel, 8 hours out of every 24.

8.2 Travelling - All Employees

- 8.2.1 Employees required to be absent from their headquarters in the course of their official duties shall be paid in accordance with Queensland Government Directive 'Domestic Travelling and Relieving Expenses', as amended from time to time.

- 8.2.2 Where employees are required to use their own motor vehicle or motorcycle at the request of the Trust, the employees shall be paid an allowance in accordance with State Government Directive 'Motor Vehicle Allowances' as amended from time to time.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Learning and Development

The parties to this Agreement are committed to a highly trained and effective workforce. They agree that this involves a commitment to the provision of appropriate learning and development initiatives. Training and assessment of competencies will be provided in accordance with accredited programs.

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

10.1 Protective Clothing, Uniforms, and Equipment

10.1.1 Any uniforms or special protective clothing required to be worn by employees shall be provided by the Trust and maintained by the Trust.

10.1.2 All equipment required by employees to perform their duties shall be provided by the Trust.

10.2 Accommodation for Employees

10.2.1 The Trust shall provide suitable accommodation for employees to change and adequate storage for clothes whilst on duty.

10.2.2 Ushers acting as ticket takers shall be provided with seating accommodation near the door for use by them when they are not required by their work to be standing.

10.3 First Aid

First Aid Kits shall be provided in strategic and accessible locations by the Trust.

10.4 Workplace Health and Safety

10.4.1 The Workplace Health and Safety Committee shall carry out an audit to identify hazards, with the aim of reducing the incidence of accidents by agreed targets.

10.4.2 The Workplace Health and Safety Committee shall also develop achievable targets for reducing the incidence of workers compensation and therefore workers compensation premiums.

10.4.3 The Workplace Health and Safety Committee will monitor, and review measures implemented to address fatigue, stress, bullying and harassment.

10.4.4 **Health and Safety Representatives**

- a. Health and Safety Representatives (HSR's) are elected by and represent the health and safety of a designated work group.
- b. HSR's are elected for a term of not more than 3 years. HSR's can be re-elected.
- c. HSR's must undertake relevant approved training. This training will be undertaken in paid time and the costs of the training will be paid by the Trust.
- d. HSR's will be provided with reasonable paid time to attend to the legitimate duties of an HSR.

PART 11 - AGREEMENT COMPLIANCE AND UNION RELATED MATTERS

11.1 Time and Wages Record

- 11.1.1 The Trust shall maintain time and wages records in accordance with the *Fair Work Act 2009*.

11.2 Collective Industrial Relations

- 11.2.1 The Trust acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of agencies and public sector units. The principle recognises the important role of unions. It supports constructive relations between management and unions and recognises the need to work collaboratively with relevant unions and employees in an open and accountable way.

11.3 Union Encouragement

- 11.3.1 The Trust recognises the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- 11.3.2 Upon receipt of the appropriate material from the Union parties, an application for union membership and information on the relevant union/s will be provided to all employees at the point of engagement. Additionally, information on the relevant union(s) will be included in induction materials.
- 11.3.3 Union representative(s) will be provided with the opportunity to discuss union membership with new employees.
- 11.3.4 Where requested by the union parties, the Trust will provide payroll deduction facilities for union subscriptions.

11.4 Union Delegates

- 11.4.1 The Trust acknowledges the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.

- 11.4.2 Employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- 11.4.3 Provided that service delivery and work requirements are not unduly affected, delegates will be allowed such reasonable time as may be agreed between the Trust and the Delegate to undertake legitimate delegate duties and will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- 11.4.4 Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

11.5 Industrial Relations Education Leave

- 11.5.1 Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- 11.5.2 Union Delegates may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the Trust.
- 11.5.3 Upon request and subject to approval by the Trust, Delegates may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and ACTU Congress.
- 11.5.4 The granting of industrial relations education leave, or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the agency/work unit concerned. At the same time such leave shall not be unreasonably refused.
- 11.5.5 At the discretion of the Trust Delegates may be granted special leave without pay to undertake work with their union.

SCHEDULE 1 - HOSPITALITY EMPLOYEES

The terms of this Schedule apply to Hospitality employees and shall prevail and take precedence over the remaining provisions of this Agreement to the extent of any inconsistency.

1. PART-TIME EMPLOYMENT

- 1.1 A part-time employee is an employee who:
 - (a) is employed for not less than 10 hours per week and for less than 38 ordinary hours per week; and
 - (b) has reasonably predictable hours of work; and
 - (c) receives, on a proportionate basis, equivalent pay and conditions to those of full-time employees.
- 1.2 At the time of engagement, the Trust and the employee will agree in writing on the normal pattern of work required, including specifying the number of ordinary hours per week.
- 1.3 Any variation to the work pattern will be in accordance with methods of altering the ordinary hours of work, or a lesser period where mutually agreed.
- 1.4 The agreed number of ordinary hours per week will not be varied without the agreement of the Trust and employee. Any such agreed variation to the number of weekly hours of work will be recorded in writing and no party will unreasonably withhold their agreement.
- 1.5 The Trust is required to roster a part-time employee for a minimum of 4 consecutive hours on any day and no more than 10 hours on any one day.
- 1.6 All-time worked outside the spread of ordinary working hours and all time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed.
- 1.7 A part-time employee employed under this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.
- 1.8 Where a public holiday falls on a day upon which a part-time employee is normally employed, that employee shall be paid the appropriate rate for the number of hours normally worked on that day.
- 1.9 Where an employee and the Trust agree, part-time employment may be converted to full-time, and vice-versa on a permanent basis or for a specified period of time. If such an employee transfers from full-time to part-time (or vice-versa), all accrued award and legislative entitlements shall be maintained. Following transfer to part-time employment, accrual will occur in accordance with the provisions relevant to part-time employment.

1.10 Any variation to the work pattern will be in accordance with methods of altering the ordinary hours of work for full-time employees as detailed in this Schedule, unless otherwise mutually agreed.

1.11 All other provisions of this Schedule relevant to full-time employees shall apply to part-time employees.

2. CASUAL EMPLOYMENT

2.1 A casual employee shall mean an employee who is engaged as such and who is employed by the hour.

2.2 The rate of pay for casual employees shall be 1/38th of the appropriate full-time rate with the addition of a 25% casual loading.

2.3 These loadings are payable separately and are not to be compounded:

(a) The loading set out in Clause 2.2 for all ordinary hours worked;

(b) The loading set out in Clause 2.2 plus 50% where the rate of pay is prescribed as time and a-half (i.e., 75%);

(c) The loading set out in Clause 2.2 plus 100% where the rate of pay is prescribed as double time (i.e., 125%); and

(d) The loading set out in Clause 2.2 plus 150% where the rate of pay is prescribed as double time and a-half (i.e., 175%).

2. The minimum period of engagement for a casual employee shall be 3 hours or payment in lieu.

3. APPRENTICES AND TRAINEES

3.1 Apprentices

Apprentices will be engaged in accordance with the Order – Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003 173 QGIG 878. Wage rates for Grade 4 shall be used as the 100% rate for the purposes of calculating a percentage of the tradesperson's rate.

3.2 Trainees

Trainees may be engaged in accordance with the Order – Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003 173 QGIG 878.

No adult trainee shall receive less than the Federal Minimum Wage.

4. MIXED FUNCTIONS

An employee who is required to perform on any day work for which a higher rate of wage is prescribed, and this is not as part of an accredited course which has an on-the-job training component, shall be paid as follows:

- (a) If more than 2 hours on any day, the higher rate for the whole of such day
- (b) If 2 hours or less, then payment of the higher rate for 4 hours.

5. CAREER PATH PROGRESSION AND CLASSIFICATION CRITERIA

5.1 Career path progression

The objective of this clause is to establish a generic framework of wages and conditions for new and existing employees based on the recognition of relevant industry skills and experience, responsibility and/or possession of qualifications.

Implicit in career path progression is the existence of a suitable vacancy to which the employee can be appointed or successfully apply for promotion and that progression is based on work performance rather than tenure.

As a matter of principle, the Trust is committed to promotion on the basis of merit that is consistent with equal employment opportunity and affirmative action requirements.

Professional development is not compulsory and will be undertaken in either the employee's or employer's time depending on the circumstances. This is to promote a culture of learning in line with the Trust's commitment to training that may utilise nationally accredited qualifications. Specific in-house training programmes that are compulsory, for example, Induction Training, Food Hygiene and Handling for Kitchen Attendants and Supervisors, and training for Supervisors would be undertaken in the Trust's time.

To progress to a higher classification level, an employee must be able to demonstrate a competent level of work performance for that classification level. Award classification levels may also be supplemented by employer performance management programmes outlined in Employee Induction Manuals, Employee Handbooks or other like documents that shall be adhered to at all times.

5.2 Classification criteria

- (a) The Trust shall determine an employee's classification relevant to a particular Wage Level in the Agreement through the following process:
 - (i) an analysis is to be undertaken to establish the requisite skills and responsibilities for each identified position and a position description written for each position.
 - (ii) each position is classified by reference to the classification criteria in accordance with this Agreement; and

- (iii) employees are notified in writing of their appointment to a position.
- (b) Classification criteria as outlined in this clause are guidelines to determine the appropriate classification level under the Agreement and consist of:
 - (i) relativities for each Wage Level;
 - (ii) broad industry titles/callings, common industry-used titles and/or historical classifications;
 - (iii) indicative duties that represent where the majority of the employees duties are located (i.e. it is not mandatory that an employee performs every duty in a Wage Level and where it is acknowledged that some duties are only relevant for certain sectors of the hospitality industry);
 - (iv) indicative experience and/or qualifications; and
 - (v) indicative levels of responsibility.
- (c) The characteristics nominated above are the principal guide to classification to a particular Wage Level as they are designed to indicate the level of basic knowledge, comprehension of issues, problem and procedures required the level of autonomy, accountability supervision/training involved with the position.
- (d) The characteristics of a Wage Level must be read as a whole to gain an understanding of the position and the performance requirement. Isolated characteristics should not be used to justify the classification of a position. The key issue to be analysed in properly classifying an employee is the level of initiative, responsibility/accountability, competency and skill that an employee is required to exercise in performing the employee's work within the parameters of the characteristics of the position.
- (e) The attributes and skills for each Wage Level are indicative of those required for each Wage Level. They are by no means an exhaustive list of the skills, attributes, duties or tasks included in each position within each Wage Level and employees may be expected to carry out additional duties or tasks as requested, which require skills that are not listed.
- (f) It should be noted that some typical duties/skills appear at one Wage Level only while others appear at more than one Wage Level. Because of this, the classification or re-classification of a position needs to be done by reference to the specific characteristics of the Wage Level. As an example, because an employee may be utilising a skill comprehended at a higher Wage Level than that which the employee has been appointed, the employee assumes the level of qualification, initiative, accountability and competence envisaged by the characteristics of the higher Wage Level irrespective of whether the employee holds formal qualifications specified for that higher Wage Level.
- (g) Payment for skills required in a particular position and used on a regular basis and not skills/qualifications possessed in an acknowledgement that some employees are over-qualified for the position they will be engaged in.

- (h) All employees will be required, in addition to their own task, to carry out tasks and responsibilities of employees at lower Wage Levels. All employees are required to observe the relevant legislative requirements as it applies to their position, for example the *Liquor Act 1992* and the *Gaming Machine Act 1991* (and the employer's interpretation of the Acts that may be outlined in the employer's policy and procedure manuals). The ability to provide excellent customer service, where the customer may be external or internal, underpins all Wage Levels.
- (i) Where it is established that a particular set of tasks or callings are not clearly classified in this Agreement, the parties to the Agreement will meet to discuss the appropriate Wage Level and pay rates.

5.3 Classification levels and Award relativities

- (a) Introductory - 78%

Introductory employees shall include the following classifications/callings or combination thereof:

- Employee Grade 1

- (i) Indicative experience and/or qualifications

The Introductory Wage Level shall apply to a new employee who enters the industry and who has not demonstrated the competency requirements of Wage Level 1 below.

An employee at this Wage Level will remain at the Wage Level for up to 3 months while training is undertaken to allow the employee to progress to Wage Level 1.

- (ii) Indicative level of responsibility

An employee at this Wage Level would require regular supervision as they are a new entrant or have limited experience and who:

- work under close direction using established routines, methods and procedures with little scope for deviating from these;
- are not required to provide more than basic judgement and application of basic problem solving skills; and
- usually operate within a work team with very limited authority.

- (b) Wage Level 1 - 82%

Wage Level 1 employees shall include the following classifications/callings or combination thereof:

- Food and Beverage Attendant Grade 1
- Kitchen Attendant Grade 1
- Kitchenhand
- Singlehand Cook
- House Attendant Grade 1
- Guest Service Grade 1

- Hospitality Services Grade 1
- Employee Grade 2

(i) Indicative duties

Wage Level 1 shall mean an employee who is engaged in activities such as:

- setting, clearing and cleaning tables and areas of plates, glasses, ashtrays etc.;
- general cleaning duties within a kitchen, scullery or food preparation area, including the cleaning of cooking and general utensils and crockery used therein;
- assisting employees who are cooking or who are engaged on food and beverage activities not including service to customers;
- assembly and preparation of ingredients for cooking;
- handling, storing and distributing a variety of goods and hospitality products, including pantry items and linen;
- preparation of salad ingredients and/or distribution to a buffet bar, bistro or other food outlet;
- rubbish removal;
- laundry and/or linen duties which may include minor repairs to linen or clothing such as buttons, zips, seams and working with flat materials;
- collection and delivery of guests' personal dry cleaning and laundry, linen and associated material to and from accommodation areas;
- basic maintenance duties; and
- parking guest vehicles.

(ii) Indicative experience and/or qualifications

- Progression towards an AQF 2 qualification relevant to the employer.

(iii) Indicative level of responsibility

An employee at this Wage Level would require regular supervision as they have limited experience and who:

- work under close direction using established routines, methods and procedures with little scope for deviating from these;
- are not required to provide more than basic judgement and application of basic problem solving skills; and
- usually operate within a work team with very limited authority.

(c) Wage Level 2 - 88%

Wage Level 2 employees shall include the following classification/callings or combination thereof:

- Food and Beverage Attendant Grade 2 & 3**
- Employee Grade 3
- Kitchen Attendant Grade 2
- Hospitality Services Grade 2

- House Attendant Grade 2
- Cook - Grade 1
- Leisure Attendant Grade 1
- Guest Service Grade 2
- Storeperson Grade 1
- Doorperson/Security Officer Grade 1

(i) Indicative duties

Wage Level 2 shall mean an employee who is engaged in activities such as:

- selling, supplying (not serving), dispensing or mixing of a range of alcoholic and non-alcoholic beverages, liquor store activities including the sale of specialised stock lines and/or takeaway liquor from a bottle shop or other liquor outlet consistent with the Liquor Act 1992 and/or employer policy;
- assisting in the cellar,
- receiving and storing general and perishable goods;
- receipt of monies;
- attending a snack bar, coffee shop or other food and beverage outlet including taking orders and/or serving food and beverages;
- personalised guest services;
- taking reservations, greeting and seating guests, transferring guests' baggage and or property including delivery duties;
- operation of coin dispensing machine;
- payment of authorised jackpots, not requiring attendance at the device nor maintenance of detailed records;
- undertaking general waiting and butler duties including basic food and beverage services with led records;
- cooking of breakfasts, snacks and other basic meals and food items requiring regular supervision and limited experience;
- specialised non-cooking duties associated with a kitchen or food preparation area;
- servicing accommodation areas and cleaning thereof including assisting with dry cleaning processes;
- driving a passenger or courtesy vehicle;
- cleaning duties using specialised equipment and chemicals;
- undertaking routine repair work and maintenance not generally performed by a tradesperson;
- an employee engaged in activities such as internal promotions, and set ups for functions, basic merchandising for promotional activities, door and other minor security duties, bingo or other leisure activities and ushering for shows;
- acting as an assistant instructor or pool attendant including testing pools and spas, setting up equipment, distribution and care of equipment and the taking of bookings, power boat observer; and
- assisting with the maintenance of dress standards and good order in the establishment.

(ii) Indicative experience and/or qualifications

- Possession of an AQF 2 qualification or completion of a Traineeship at AQF 2 relevant to the employer.

(iii) Indicative level of responsibility

An employee at this Wage Level would require general supervision and who:

- receives general instructions usually covering the broader technical aspects of the work; and
- are subject to progress checks, but such checks are usually confined to ensuring in broad terms, satisfactory progress is being made; and
- has their assignments and work reviewed on completion; and
- although technically competent and well experienced, there may be occasions on which the employee will receive more detailed instructions; and
- usually operates in a work team but may have specified areas of autonomy to perform a range of allocated activities and functions.

(d) Wage Level 3 - 92.4%

Wage Level 3 employees shall include the following classifications/callings or combination thereof:

- Food and Beverage Attendant Grade 4**
- Employee Grade 4
- Kitchen Attendant Grade 3
- Storeperson Grade 2
- House Attendant Grade 3
- Guest Service Grade 3
- Hospitality Services Grade 3
- Cook - Grade 2
- Leisure Attendant Grade 2
- Handyperson
- Forklift Driver
- Timekeeper/Security Officer Grade 1

(i) Indicative duties

Wage Level 3 shall mean an employee who is engaged in activities such as:

- supplying (not serving) dispensing or mixing of liquor including a range of sophisticated drinks;
- full control of a cellar or liquor store or outlet including the receipt, delivery and recording of goods within such areas;
- cooking a range of meals requiring general supervision including a la carte cooking, grill cooking, deep frying and other cooking activities assigned by a higher level employee including setting up of an on-site kitchen;
- receipt of monies and cash handling;
- attending a wagering terminal (TAB, Keno) or similar electronic gaming terminal (poker machine), holding the appropriate license and who performs duties such as floor payouts, correction of minor gaming device faults and general machine maintenance;

- receiving, storing and distributing goods including the operation of mechanical lifting devices such as forklifts;
- major repair of linen and/or clothing;
- dry cleaning;
- supervision of laundry services;
- taking/directing of classes, tours and leisure activities associated with sporting areas, health and fitness activities and swimming pools; and
- timekeeping of employees, general security including security of keys and supervision of dress standard maintenance and good order in the establishment.

(ii) Indicative experience and/or qualifications

- Possession of an AQF 2 qualification or completion of a traineeship at AQF 2 and progress towards an AQF 3 qualification relevant to the employer.

(iii) Indicative level of responsibility

An employee at this Wage Level would require general supervision and who:

- receives general instructions usually covering the broader technical aspects of the work; and
- are subject to progress checks, but such checks are usually confined to ensuring in broad terms, satisfactory progress is being made; and
- has their assignments and work reviewed on completion; and
- although technically competent and well experienced, there may be occasions on which the employee will receive more detailed instructions; and
- usually operates in a work team but may have specified areas of autonomy to perform a range of allocated activities and functions.

(e) Wage Level 4 - 100%

Wage Level 4 employees shall include the following classifications/callings or combination thereof:

- Food and Beverage Attendant Grade 5**
- Bread Baker, Butcher, Cook, Dry Cleaner, Pastrycook, Tailor or other apprenticeship calling
- Commis Chef
- Cook - Grade 3
- Guest Service Grade 4
- Employee Grade 5
- Hospitality Services Grade 4
- Leisure Attendant Grade 3

(i) Indicative duties

Wage Level 4 shall mean an employee who is engaged in activities such as:

- undertaking specialised waiting and butler duties in a fine dining room or restaurant e.g., bookings/cashier or maitre'd;
- maintaining and rotating stock and stock balancing;
- engaged in a variety of trade level activities such as cooking, baking, butchering, pastrycooking and/or setting up of an on-site kitchen; and
- planning, co-ordinating and implementing leisure activities for guests and patrons.

(ii) Indicative experience and/or qualifications

- Possession of an AQF 3 qualification or completion of an Apprenticeship or Traineeship at AQF 3 or equivalent (such as a City and Guilds qualification) or a qualification with an AQF Level 3 outcome or who possesses a Recognition Certificate issued in accordance with the provisions of the Vocational Education, Training and Employment Act 2002.

(iii) Indicative level of responsibility

An employee at this Wage Level would require limited supervision and who:

- receives only limited instructions normally confined to a clear statement of objectives;
- has their work measured in terms of the achievement of stated objectives;
- is fully competent and very experienced in a technical sense and requires little guidance in the performance of work;
- operates with autonomy either individually or within a work team; and
- leads or supervises a work team.

(f) Wage Level 5 - 110%

Wage Level 5 employees shall include the following classifications/callings or combination thereof:

- Cook - Grade 4
- Demi Chef
- Employee Grade 6
- Food and Beverage Supervisor
- Food and Beverage Attendant Grade 6
- Guest Service Supervisor
- Hospitality Services Grade 5

(i) Indicative duties

Wage Level 5 shall mean an employee who is engaged in activities such as:

- a designated duty supervisor who has the responsibility for general operations, including the maintenance of operational standards during the temporary absence of the regular or principal manager,

- including when the principal manager is rostered off during a particular shift;
- co-ordinating the work of employees engaged in guest service and/or housekeeping;
- being solely responsible for supervision, training and co-ordination of gaming employees and/or food and/or beverage employees and/or house attendant employees and/or other cooks or kitchen employees in a single kitchen establishment where no Wage Level 4 or above cooks are employed; and
- maintenance or service and operational standards, preparation of operational reports and employee rostering.

(ii) Indicative experience and/or qualifications

- Possession of an AQF 3 qualification or completion of an Apprenticeship or Traineeship at AQF 3 or equivalent (such as a City and Guilds qualification) or a qualification with an AQF Level 3 outcome or who possesses a Recognition Certificate issued in accordance with the provisions of the Vocational Education, Training and Employment Act 2002 and has progress towards an AQF 4 qualification or higher relevant to the employer.

(iii) Indicative level of responsibility

An employee at this Wage Level would require remote supervision and who:

- demonstrates understanding of a broad knowledge base incorporating some theoretical concepts;
- applies solutions to a defined range of unpredictable problems;
- identifies, analyses and evaluates information from a variety of sources;
- identifies and applies skill and knowledge to a variety of contexts with some depth in some areas;
- takes responsibility for their own outputs in relation to a specified human resource standards; and
- provides "hands on" supervisory direction for a work team usually on site.

(g) Wage Level 6 - 115%

Wage Level 6 employees shall include the following classifications/calling or combination thereof:

- Cook Grade 5 - Head Chef
- Chef de Partie

(i) Indicative duties

Wage Level 6 shall mean an employee who is engaged in activities such as:

- duties of a Duty Supervisor, who has the responsibility for administrative and accounting activities and responsibility for the

maintenance of service and operational standards as required by a Duty Manager;

- an employee that has general and specialised duties including supervision or training of other kitchen employees, ordering and stock control;
- solely responsible for other cooks and other kitchen employees in the kitchens;
- an employee who has the responsibility for a safe or counting room, liaise with accounting employees and Duty Managers, solely responsible for takings and floats, ordering of coin, banking of takings (from all outlets), maintain and process payroll, dissection of wages, administration of superannuation, payroll tax and other payroll records, keep all records, change and maintain audit trails; and
- an employee who has responsibility for the full supervision of personnel and functions associated with the accounting and cash management functions, accurate reporting and submission of statutory terms, ensure all accounting taxation and administration functions are in compliance with legislative requirements.

(ii) Indicative experience and/or qualifications

- Possession of an AQF 4 qualification or higher relevant to the employer.

(iii) Indicative level of responsibility

An employee at this Wage Level would require remote supervision and who:

- demonstrates understanding of a broad knowledge base incorporating some theoretical concepts;
- applies solutions to a defined range of unpredictable problems;
- identifies, analyses and evaluates information from a variety of sources;
- identifies and applies skill and knowledge to a variety of contexts with some depth in some areas;
- takes responsibility for their own outputs in relation to specified human resource standards; and
- provides "hands on" supervisory direction for a work team usually on site.

7. ALLOWANCES

7.1 *Late work*

- (a) An employee who is required to work any ordinary hours between 10.00pm. and 12.00 midnight, Monday to Friday inclusive, shall be paid an additional \$1.8241 (\$1.8970 from 1 April 2025 and \$1.9539 from 1 April 2026) per hour for any hour or part thereof for any time worked within the said hours.

A minimum payment of \$2.65 (\$2.76 from 1 April 2025 and \$2.84 from 1 April 2026) shall apply on any one day.

- (b) An employee who works between 12 midnight and 7:00am will be paid double time for the hours worked from midnight to 7:00am. These rates will not apply to work performed on a Sunday or public holiday.

8. HOURS OF WORK

8.1 Unless otherwise provided, the ordinary hours of work for all Hospitality employees shall be an average of 38 hours per week to be worked as follows:

- (a) 152 hours per each 4 week period; or
- (b) 160 hours per each 4 week period, with a paid day off banked per period up to a maximum of 5; or
- (c) a combination of both (a) and (b) in any one establishment.

8.2 *Implementation*

The method of rostering such hours shall be by agreement between the Trust and the majority of employees concerned subject to the particular needs of the establishment and the following conditions:

- (a) Ordinary hours are to be worked within a minimum of 4 hours and a maximum of 10 hours per day and shall be exclusive of meal breaks subject to clause 10.

Provided that a maximum of 12 ordinary hours may be worked subject to agreement in writing between the Trust and employee concerned.

- (b) No such extended shifts shall be worked in a manner contrary to the Trust's responsibilities to provide a safe and healthy work environment.
- (c) Where employees are rostered to work 4 consecutive shifts of 10 or more hours per day, such employees shall not be rostered for work on more than 4 consecutive days of such hours without a break of at least 48 hours between rostering periods.
- (d) Employees rostered to work shifts of 9 or more ordinary hours in a 4 week period shall be entitled to at least 9 full days off per period:

Provided that at least 8 days off will be allowed in any other case.

- (e) No employee shall be rostered to work for more than 10 successive days without a day off.

8.3 *Spread of Hours*

Where broken shifts are worked the spread of hours shall not exceed the ordinary hours by more than 3 hours, not including meal breaks:

Provided that in no case shall the spread of hours exceed 12 hours per day.

8.4 *Banking of Rostered Days Off*

Where an employee's hours are worked in accordance with clauses 8.1.1(b) and

8.1.1(c), the banked rostered days off shall be taken within 12 calendar months from the date on which the first rostered day off was accrued.

9. BREAKS

9.1 Meal Breaks

- (a) All employees who work more than 5 hours are entitled to an unpaid meal break of a minimum of 30 minutes up to a maximum of 1 hour by mutual agreement.
- (b) The meal break must commence within 5 hours of the commencement of work provided that an employee and the Trust may agree to extend this time by up to 1 hour.
- (c) The timing and duration of the meal break is to be agreed between the employee and the relevant supervisor having regard to the operational requirements of the Trust.
- (d) Where employees are required to work through their normal break the employee shall be paid at the rate of double time for all work so performed and such double time shall continue to be paid until such time as a meal break of the usual duration can be taken or until the employee ceases work for the day.
- (e) Where employees are required to work overtime for more than 2 hours beyond the rostered ceasing time, they shall be provided with an adequate meal by the Trust, or, in the event of the Trust being unable to provide such meal, be paid an allowance of \$11.56 (\$12.03 from 1 April 2025 and \$12.39 from 1 April 2026) in lieu thereof.

9.2 Rest Pauses

- (a) All employees who work a minimum of 8 consecutive ordinary hours (excluding the meal break) on any one day shall receive a rest pause of 10 minutes' duration in the first half and the second half of the period worked.
- (b) All employees who work a minimum of 4 consecutive ordinary hours but less than 8 consecutive ordinary hours on any one day shall receive a rest pause of 10 minutes' duration.
- (c) Rest pauses shall be taken in the Trust's time.
- (d) Rest pauses shall be taken at times to suit the convenience of the Trust and so as not to interfere with the continuity of work where continuity is necessary.
- (e) Notwithstanding the provisions of this clause, where an employee is rostered to work less than a 9 hour day and there is agreement between the Trust and the majority of employees concerned, the rest pauses may be combined into one twenty minute rest pause, so that the day is divided into 3 approximately equal work periods.

10. OVERTIME

- 10.1 All time worked outside, or in excess of, the ordinary hours or, in the case of full-time and part-time employees, outside of the rostered starting and ceasing times, shall be deemed to be overtime.

Overtime shall be paid for at the rate of time and a-half for the first 2 hours and double time thereafter.

- 10.2 All time worked on an employee's rostered day off shall be paid at the rate of time and one-half for the first 2 hours and double time thereafter, with a minimum as for 3 hours worked.
- 10.3 All time worked on Sunday shall be paid for at the rate of double time.
- 10.4 An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day such that the employee has not had at least 10 consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until that employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on the instructions of the Trust, such an employee resumes or continues work without having had such 10 consecutive hours off duty then that employee shall be paid double time until the employee is released from duty for such a period and the employee shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- 10.5 Notwithstanding the provisions of this clause, there may be an agreement in writing between the employee and the Trust to take time off with pay in lieu of payment of overtime. Such time off shall be equivalent to the number of ordinary hours pay that the employee would have received for such overtime. Accumulated time must be taken within 12 months from the time of accrual and at a time mutually agreed between the employee and the Trust. Outstanding accrued overtime shall be paid at the appropriate rate in full at the time of termination, for any reason, by either party.

11. SUNDAY WORK

Full-time and part-time employees shall be paid for all time worked within their ordinary working hours on a Sunday at double time.

Casual employees shall be paid for all time worked within their ordinary working hours on a Sunday at double time.

12. WORKERS' COMPENSATION

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

13. PUBLIC HOLIDAYS

- 13.1 All work done by any employee on:
- the 1st January;
 - the 26th day of January;
 - Good Friday
 - Easter Saturday (the day after Good Friday);
 - Easter Sunday;
 - Easter Monday;

- the 25th day of April (Anzac Day);
- Labour Day;
- the Birthday of the Sovereign;
- Brisbane Royal National Show Day;
- Christmas Day
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday,

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

- 13.2 For the purposes of this clause, where the rate of wages is a weekly rate, “double time and a-half” shall mean one and one-half day’s wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.
- 13.3 All time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holidays fall shall be paid for at double the rate prescribed by this Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.
- 13.4 Any employee, with 2 weeks’ or more of continuous service, whose employment has been terminated by the Trust or who has been stood down by the Trust 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.
- 13.5 Any employee who works in accordance with a roster as provided for in this Agreement shall be paid an additional 3 hours’ wages at ordinary rates when rostered off duty on any half day upon which any of the public holidays in this clause occur and an additional 8 hours’ wages at ordinary rates when rostered off duty on any day upon which any of the aforementioned public holidays occur.
- 13.6 *Holidays in lieu* – Where an employee’s day or days off coincide with any of the holidays mentioned in this clause, such employee shall receive an additional day off for each such holiday so occurring.
- This shall not apply to employees who otherwise receive payment for a half day in accordance with this clause.
- This clause shall not apply in respect of any employee who works ordinary working hours on 5 days, Monday to Friday inclusive.
- 13.7 Where a public holiday falls on a day upon which an employee would have worked a half day, the employee shall receive 3 ordinary hours pay.
- 13.8 Notwithstanding the provisions of this clause, by agreement in writing between the Trust and the employee, ordinary hours worked by full-time and part-time employees may be paid at the rate of time and a-half for time worked on a public holiday and the employee shall receive either time off with pay equivalent to the time worked or have an equivalent amount of time added to that employee’s annual leave. Where equivalent time off with pay is taken, such time shall be taken at a mutually agreeable time within

28 days of its accrual. Outstanding accrued time shall be paid in full at the time of termination, for any reason by either party.

Schedule 2 – Wage Rates – Employees Other than Hospitality

Effective from the first pay period on or after 1 April 2024

PAE LEVEL	PAY POINT	Base Weekly	Base Hourly	Annual Wage	Casual Hourly Rate
PAE Level 1	1.1	\$916.46	\$24.12	\$47,820	\$30.15
	1.2	\$989.74	\$26.05	\$51,643	\$32.56
	1.3	\$989.74	\$26.05	\$51,643	\$32.56
	1.4	\$989.74	\$26.05	\$51,643	\$32.56
PAE Level 2	2.1	\$1,005.02	\$26.45	\$52,440	\$33.06
	2.2	\$1,041.97	\$27.42	\$54,369	\$34.28
	2.3	\$1,080.21	\$28.43	\$56,364	\$35.53
	2.4	\$1,118.92	\$29.45	\$58,384	\$36.81
PAE Level 3	3.1	\$1,157.57	\$30.46	\$60,400	\$38.08
	3.2	\$1,197.64	\$31.52	\$62,491	\$39.40
	3.3	\$1,239.26	\$32.61	\$64,663	\$40.77
	3.4	\$1,283.67	\$33.78	\$66,980	\$42.23
PAE Level 4	4.1	\$1,329.17	\$34.98	\$69,354	\$43.72
	4.2	\$1,374.61	\$36.17	\$71,725	\$45.22
	4.3	\$1,420.04	\$37.37	\$74,095	\$46.71
	4.4	\$1,465.55	\$38.57	\$76,470	\$48.21
PAE Level 5	5.1	\$1,509.33	\$39.72	\$78,754	\$49.65
	5.2	\$1,556.53	\$40.96	\$81,217	\$51.20
	5.3	\$1,602.04	\$42.16	\$83,592	\$52.70
	5.4	\$1,647.47	\$43.35	\$85,962	\$54.19
	5.5	\$1,738.50	\$45.75	\$90,713	\$57.19
PAE Level 6	6.1	\$1,901.31	\$50.03	\$99,207	\$62.54
	6.2	\$1,901.31	\$50.03	\$99,207	\$62.54
	6.3	\$1,944.17	\$51.16	\$101,444	\$63.95
	6.4	\$1,986.85	\$52.29	\$103,671	\$65.36
PAE Level 7	7.1	\$2,077.02	\$54.66	\$108,376	\$68.32
	7.2	\$2,126.44	\$55.96	\$110,955	\$69.95
	7.3	\$2,176.14	\$57.27	\$113,548	\$71.58
	7.4	\$2,225.38	\$58.56	\$116,117	\$73.20
PAE Level 8	8.1	\$2,305.26	\$60.66	\$120,285	\$75.83
	8.2	\$2,362.42	\$62.17	\$123,268	\$77.71
	8.3	\$2,419.55	\$63.67	\$126,249	\$79.59
	8.4	\$2,476.72	\$65.18	\$129,231	\$81.47

Effective from the first pay period on or after 1 April 2025

PAE LEVEL	PAY POINT	Base Weekly	Base Hourly	Annual Wage	Casual Hourly Rate
PAE Level 1	1.1	\$953.12	\$25.08	\$49,732	\$31.35
	1.2	\$1,029.33	\$27.09	\$53,709	\$33.86
	1.3	\$1,029.33	\$27.09	\$53,709	\$33.86
	1.4	\$1,029.33	\$27.09	\$53,709	\$33.86
PAE Level 2	2.1	\$1,045.22	\$27.51	\$54,538	\$34.38
	2.2	\$1,083.65	\$28.52	\$56,543	\$35.65
	2.3	\$1,123.42	\$29.56	\$58,618	\$36.95
	2.4	\$1,163.68	\$30.62	\$60,719	\$38.28
PAE Level 3	3.1	\$1,203.87	\$31.68	\$62,816	\$39.60
	3.2	\$1,245.55	\$32.78	\$64,991	\$40.97
	3.3	\$1,288.83	\$33.92	\$67,249	\$42.40
	3.4	\$1,335.01	\$35.13	\$69,659	\$43.91
PAE Level 4	4.1	\$1,382.34	\$36.38	\$72,128	\$45.47
	4.2	\$1,429.60	\$37.62	\$74,594	\$47.03
	4.3	\$1,476.84	\$38.86	\$77,059	\$48.58
	4.4	\$1,524.18	\$40.11	\$79,529	\$50.14
PAE Level 5	5.1	\$1,569.70	\$41.31	\$81,905	\$51.63
	5.2	\$1,618.79	\$42.60	\$84,466	\$53.25
	5.3	\$1,666.13	\$43.85	\$86,936	\$54.81
	5.4	\$1,713.37	\$45.09	\$89,401	\$56.36
	5.5	\$1,808.04	\$47.58	\$94,341	\$59.48
PAE Level 6	6.1	\$1,932.94	\$50.87	\$100,858	\$63.58
	6.2	\$1,977.36	\$52.04	\$103,176	\$65.04
	6.3	\$2,021.94	\$53.21	\$105,502	\$66.51
	6.4	\$2,066.33	\$54.38	\$107,818	\$67.97
PAE Level 7	7.1	\$2,160.11	\$56.84	\$112,711	\$71.06
	7.2	\$2,211.50	\$58.20	\$115,393	\$72.75
	7.3	\$2,263.19	\$59.56	\$118,090	\$74.45
	7.4	\$2,314.39	\$60.91	\$120,761	\$76.13
PAE Level 8	8.1	\$2,397.47	\$63.09	\$125,096	\$78.86
	8.2	\$2,456.92	\$64.66	\$128,198	\$80.82
	8.3	\$2,516.34	\$66.22	\$131,299	\$82.77
	8.4	\$2,575.79	\$67.78	\$134,401	\$84.73

Effective from the first pay period on or after 1 April 2026

PAE LEVEL	PAY POINT	Base Weekly	Base Hourly	Annual Wage	Casual Hourly Rate
PAE Level 1	1.1	\$981.71	\$25.83	\$51,224	\$32.29
	1.2	\$1,060.21	\$27.90	\$55,320	\$34.88
	1.3	\$1,060.21	\$27.90	\$55,320	\$34.88
	1.4	\$1,060.21	\$27.90	\$55,320	\$34.88
PAE Level 2	2.1	\$1,076.57	\$28.33	\$56,174	\$35.41
	2.2	\$1,116.16	\$29.37	\$58,240	\$36.72
	2.3	\$1,157.12	\$30.45	\$60,377	\$38.06
	2.4	\$1,198.59	\$31.54	\$62,541	\$39.43
PAE Level 3	3.1	\$1,239.99	\$32.63	\$64,701	\$40.79
	3.2	\$1,282.91	\$33.76	\$66,941	\$42.20
	3.3	\$1,327.49	\$34.93	\$69,267	\$43.67
	3.4	\$1,375.07	\$36.19	\$71,749	\$45.23
PAE Level 4	4.1	\$1,423.81	\$37.47	\$74,292	\$46.84
	4.2	\$1,472.48	\$38.75	\$76,832	\$48.44
	4.3	\$1,521.14	\$40.03	\$79,371	\$50.04
	4.4	\$1,569.90	\$41.31	\$81,915	\$51.64
PAE Level 5	5.1	\$1,616.79	\$42.55	\$84,362	\$53.18
	5.2	\$1,667.35	\$43.88	\$87,000	\$54.85
	5.3	\$1,716.11	\$45.16	\$89,544	\$56.45
	5.4	\$1,764.77	\$46.44	\$92,083	\$58.05
	5.5	\$1,862.29	\$49.01	\$97,171	\$61.26
PAE Level 6	6.1	\$1,990.93	\$52.39	\$103,884	\$65.49
	6.2	\$2,036.68	\$53.60	\$106,271	\$67.00
	6.3	\$2,082.60	\$54.81	\$108,667	\$68.51
	6.4	\$2,128.32	\$56.01	\$111,052	\$70.01
PAE Level 7	7.1	\$2,224.91	\$58.55	\$116,092	\$73.19
	7.2	\$2,277.85	\$59.94	\$118,855	\$74.93
	7.3	\$2,331.08	\$61.34	\$121,632	\$76.68
	7.4	\$2,383.82	\$62.73	\$124,384	\$78.42
PAE Level 8	8.1	\$2,469.39	\$64.98	\$128,849	\$81.23
	8.2	\$2,530.63	\$66.60	\$132,044	\$83.24
	8.3	\$2,591.83	\$68.21	\$135,238	\$85.26
	8.4	\$2,653.06	\$69.82	\$138,433	\$87.27

Schedule 3 – Wage Rates – Employees – Hospitality (Food, Beverage and Kitchen)

Effective from the first pay period on or after 1 April 2024

LEVEL	Base Weekly	Base Hourly	Casual Hourly Rate
QPAC Hospitality Level 1	\$916.46	\$24.12	\$30.15
QPAC Hospitality Level 2	\$989.74	\$26.05	\$32.56
QPAC Hospitality Level 3	\$1,038.12	\$27.32	\$34.15
QPAC Hospitality Level 4	\$1,058.11	\$27.84	\$34.81
QPAC Hospitality Level 5	\$1,091.22	\$28.72	\$35.90
QPAC Hospitality Level 6	\$1,124.53	\$29.59	\$36.99

Effective from the first pay period on or after 1 April 2025

LEVEL	Base Weekly	Base Hourly	Casual Hourly Rate
QPAC Hospitality Level 1	\$953.12	\$25.08	\$31.35
QPAC Hospitality Level 2	\$1,029.33	\$27.09	\$33.86
QPAC Hospitality Level 3	\$1,079.64	\$28.41	\$35.51
QPAC Hospitality Level 4	\$1,100.43	\$28.96	\$36.20
QPAC Hospitality Level 5	\$1,134.86	\$29.86	\$37.33
QPAC Hospitality Level 6	\$1,169.51	\$30.78	\$38.47

Effective from the first pay period on or after 1 April 2026

LEVEL	Base Weekly	Base Hourly	Casual Hourly Rate
QPAC Hospitality Level 1	\$981.71	\$25.83	\$32.29
QPAC Hospitality Level 2	\$1,060.21	\$27.90	\$34.88
QPAC Hospitality Level 3	\$1,112.03	\$29.26	\$36.58
QPAC Hospitality Level 4	\$1,133.44	\$29.83	\$37.28
QPAC Hospitality Level 5	\$1,168.91	\$30.76	\$38.45
QPAC Hospitality Level 6	\$1,204.59	\$31.70	\$39.62

Schedule 4 – Allowances

Allowance	Effective from the first pay period on or after 1 April 2024	Effective from the first pay period on or after 1 April 2025	Effective from the first pay period on or after 1 April 2026
Appearance on Stage (per performance)	\$4.09	\$4.25	\$4.38
Special Costumes – Theatre Employees engaged weekly (per week)	\$6.27	\$6.52	\$6.72
Special Costumes – Theatre Employees engaged otherwise (per performance)	\$1.21	\$1.25	\$1.29

Allowance*	Effective from the first pay period on or after 1 July 2024
Transmission or Recording Allowance	\$164.14
Laundry Allowance - Theatre Employees and Hospitality Employees engaged weekly (Full-time and Part-time Employees)	\$4.39 per week (blouses and shirts) or \$11.42 per week (for other garments)
Laundry Allowance - Theatre Employees and Hospitality Employees engaged otherwise (Casual Employees)	\$3.52 per day (max. \$15.91 per week)
Meal Allowance	\$22.59

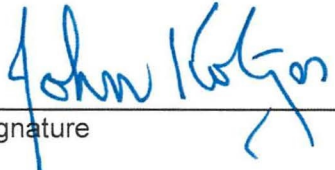
* The Transmission/Recording, Laundry and Meal Allowances will increase in accordance with the corresponding allowances in the Live Performance Award 2020.

Signatories

Dated this 18th day of September 2024

Signed for and on behalf of:

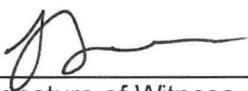
**Queensland Performing Arts Trust
Of Cnr Grey and Melbourne Street, South Bank, Queensland 4101**



Signature
John Kotzas

Name
Chief Executive

Position

in the presence of:


Signature of Witness
Julia Ferguson

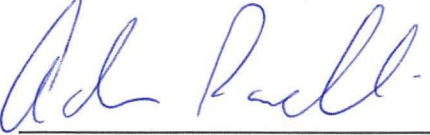
Name of Witness
Senior People & Culture Business Partner

Position

Dated this 20th day of September 2024

Signed for and on behalf of:


**Media, Entertainment & Arts Alliance
Of Level 3, 16 Peel Street, South Brisbane, Queensland 4101**



Signature
ADAM PORTELLI

Name
ACTING CHIEF EXECUTIVE

Position

in the presence of:


Signature of Witness
James Rodgers

Name of Witness
Industrial Officer

Position