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| EBA DRAFT LOG OF CLAIMS  |  |
| QPAC  |

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| Initial Demands/ Log of claims proposals |

**Wages increase proposal:**

QPAC is integrated into the State Government’s Wages Policy. The new recommendation from state government is 4% in the first year of the agreement, 4% in the second year and 3% in the third year of the agreement.

Better than last year (2.5%) but still technically a pay cut under inflation. Want to campaign for more.

**Reclassification Review:**

A reclassification review could have the effect of raising wages should it find that crew are undertaking ‘higher duties’ (higher-skilled duties than under their current classifications in the QPAC EBA or the Live Performance Award). If crew are found to be undergoing higher duties they may see a pay rise by being brought up a band in the agreement. MEAA intended to take a reclassification review to the Commission however QPAC are currently contracting a company to undergo an internal remuneration review however they are not saying they will consult with workers on the process.

Production Services role classifications to be added into the QPAC EBA.

**MOTION and ACTION:** For QPAC members to pressure management into consulting with workers around their reclassification review. For the union to file a dispute with the Fair Work Commission if they continue to refuse to.

**Split Shifts for Casuals:**

MEAA and MEAA delegate Jason Boshler recently took QPAC management to the Fair Work Commission to dispute the interpretation of the wording of this clause in the agreement:

6.1.1 (C)

*(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 two (2) periods, each period to be a minimum*

*of three (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.*

MEAA’s argument was that this clause should apply to casuals as all employees incur a cost where they have to remain on QPAC premises in between shifts however QPAC’s argument was that it should not apply to casuals as they can decline a shift. MEAA can file to the High Court to seek a ruling on this interpretation or MEAA and MEAA members can seek to have it clarified in the agreement.

**MOTION and ACTION:**

To seek for this clause to be clarified in the EBA during bargaining and if no success then to later file to the High Court.

**Paid to Roster:**

An ongoing dispute between MEAA members and QPAC management includes instances where production services staff will be rostered ahead of time, the client will then change the time and QPAC staff will be left without work to do but with the requirement to remain on QPAC premises in order to be paid for the length of the shift they were rostered for.

**MOTION and ACTION:**

1. To enforce this clause in the agreement where it’s not being enforced in this context:

***6.2 Notice of Rosters***

*All full-time and part-time employees must be given seven (7) days' notice by*

*The Trust of their shifts by means of a roster placed in a convenient place for*

*employees' perusal.*

*At least seven (7) days' notice must be given to the employee should any*

*alteration of the working hours be intended, except in the case of emergency.*

And to demand the removal of the word *emergency* or to have it clarified that *emergency* cannot otherwise apply to client changes.

2. To demand for a new clause to be included into the agreement to clarify that staff should be paid for their originally scheduled working times regardless of client changes.

3. That this clause should be clarified to apply to casuals and all employees.

**Multi-Hiring Arrangements:**

That this clause in the agreement:

*(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.*

Means that all employees who may have be engaged in multiple departments lose out on attracting adequate penalty rates.

**MOTION and ACTION:** To argue for this to be removed from the agreement

**Minimum Shift Times:**

Minimum shift times of 3 hours is too short.

**MOTION and ACTION:** To demand for minimum shift times to be increased from 3 hours to 4 hours.

**Casual Conversion:**

Many casuals who would like conversion are losing out simply because they don’t meet minimum requirements under the Fair Work Act. The Fair Work Act only sets minimum conditions however if QPAC would like to offer conversion to casuals despite not meeting the minimum requirements, under the law, they can do so.

**MOTION and ACTION:**

To include a clause that sets out casuals’ right to conversion with lessened minimum hours worked over a 6 month period than the Fair Work Act standard.

**Meal Penalties:**

That there should be the introduction of a meal penalty for missed meals within this clause in the EBA:

5.9.1 Theatre Staff

(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.

**Saturday Penalties:**

Have this clause rewritten as it applies to casuals to remove Saturday as an exception from penalties:

“(d) A casual employee who commences duty following a performance which

concludes after 9.00 pm on a night other than a Saturday night shall be

paid for the time worked at the rate of time and a half up to midnight and

double time after midnight.”

**TOIL:**

To change the TOIL clause to be rewritten in line with the Mebourne Convention Centre Clause:

*“36. TIME OFF INSTEAD OF PAYMENT FOR OVERTIME (TOIL)*

*36.1 Full Time and Part Time employees may agree in writing or through a relevant system*

*to taking time off instead of being paid for overtime worked provided that this is*

*approved by the relevant manager/supervisor.*

*36.2. Rules in Relation to TOIL;*

*i. TOIL is accrued at the rate it is earned (i.e. Two (2) Hours of Time and a Half Equals*

*Three (3) Hours of TOIL)*

*ii. An employee’s TOIL balance shall not exceed seventy-six (76) hours*

*iii. Where practicable employees are required to take TOIL within twenty-eight (28) days*

*of its accrual. TOIL must be taken within six (6) months after the overtime is worked*

*and at a time within that period agreed to by the employee and MCET.*

*iv. Once an employee’s TOIL balance reaches seventy-six (76) hours MCET may direct*

*the employee to take up to thirty-eight (38) hours of the TOIL balance*

*v. If an employee requests at any time to be paid overtime covered by this agreement*

*but not taken as time off, MCET shall pay the employee for overtime in the next pay*

*period following the request at the overtime rate applicable to when the overtime was*

*worked.*

*vi. Employees accrued TOIL balance shall be paid out upon termination at the*

*employees contracted rate of pay”*

**Fatigue and Hours:**

That the Health and Safety Committee demand for a cap on hours after 12 hours be adopted into the EBA.

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| How do We win? |
| QPAC management don’t have to accept our log of claims and might say no to many of our proposals. How do we pressure them collectively across the organization to make sure they listen to us? QPAC management rely on creative workers caring about the final product while wages stagnate and conditions slide backwards so how do we send a message we won’t accept that.**MOTION and ACTION:** Every person in attendance will have 3 conversations with someone in their department on the importance of joining the union and getting involved in bargaining. **MOTION and ACTION:** Will create a Wear it Wednesday. Members will start wearing their union shirts on a Wednesday to show solidary and taking a photo. **MOTION and ACTION:** To begin posting on social media about the importance of unionism and being involved in bargaining.**MOTION and ACTION:** Will make a poster about our bargaining demands and begin hanging them around the QPAC building. |