



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

PERFORMING ARTS CENTRE (ADELAIDE FESTIVAL CENTRE TRUST) AWARD

This is a consolidated version of an award of the **South Australian Employment Tribunal** published pursuant to the provisions of the *Fair Work Act 1994*.

PART 1 – APPLICATION AND OPERATION OF AWARD

CLAUSE 1.1 TITLE

OPDATE 05:12:2011 on and from

This Award is known as the “Performing Arts Centre (Adelaide Festival Centre Trust) Award”.

CLAUSE 1.2 ARRANGEMENT

OPDATE 05:12:2011 on and from

1.2.1 **By clause number**

Clause no. Subject matter

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- 5.5 Allowances
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- 4.4 Redundancy
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CLAUSE 1.3 SCOPE, PERSONS BOUND AND LOCALITY

OPDATE 05:12:2011 on and from

- 1.3.1 This Award is binding upon the Chief Executive, Department of the Premier and Cabinet in respect to employees of the Adelaide Festival Centre Trust who are employed in the occupations in Schedule 1 of this Award.
- 1.3.2 This Award applies through the State of South Australia.

CLAUSE 1.4 COMMENCEMENT DATE AND DURATION

OPDATE 05:12:2011 on and from

This Award, as varied by a Section 99 Review, operates on and from 5 December 2011, and continues in force as amended from time to time until rescinded or replaced.

CLAUSE 1.5 DEFINITIONS

OPDATE 05:12:2011 on and from

- 1.5.1 **Act** means the *Fair Work Act 1994*.
- 1.5.2 **Advanced Tradesperson** means a **tradesperson** who is mainly engaged on complex or intricate trade skills, the performance of which requires the use of 'additional knowledge'. For the purpose of this definition **additional knowledge** means knowledge in excess of that gained by the satisfactory completion of the appropriate trade certificate course which has been acquired by the **tradesperson** by virtue of either the satisfactory completion of a prescribed post trade course in the relevant area or the achievement of a comparable standard of knowledge by other means including the on-the-job experience and gained a sufficient comprehension of such complex or intricate work.
- 1.5.3 **Alliance** means the Media, Entertainment and Arts Alliance.
- 1.5.4 **Assistant Projectionist** means a person engaged to assist in the projection room and who, when permanently employed, may be directed to do sundry other duties to complete his/her prescribed weekly hours.
- 1.5.5 **Assistant Scenic Artist** means an individual who is employed in the production and manufacture of scenery who has not completed a recognised trade certificate and who assists a Scenic Artist.
- 1.5.6 **Award** means this Award.
- 1.5.7 **Backstage employees** means employees of any of the following classifications: Technical Supervisor, Head Mechanist/Properties, Head Flyperson, Mechanist/Properties, Stagehand, Head Lighting Technician, Switchboard Operator/Trade Qualified Technician, Lighting Technician, Head Sound Technician, Console Operator/Trade Qualified Technician, Sound Technician, Head Wardrobe (performance), Assistant Wardrobe, Dresser, Stage Manager, Assistant Stage Manager, Stage Door Supervisor and Stage Door Attendant.
- 1.5.8 **Booking Clerk** means any employee who is required to handle all forms of customer enquiries, bookings, operate a visual display unit, ticketing and PABX switchboard, handle correspondence, balance cash and perform filing duties.
- 1.5.9 **Cleaner** means an employee who is responsible for cleaning any part of the complex.
- 1.5.10 **Commission** means the Industrial Relations Commission of South Australia.
- 1.5.11 **Console Operator/Slide** means an employee, engaged by the **performance** only, who operates any type of console/slide control system as directed.
- 1.5.12 **Costume Supervisor** means an employee who is conversant with and competent to take charge of all branches of the wardrobe department and who is for the time being actually in charge of the department.
- 1.5.13 **Employer** means the Chief Executive, Department of the Premier and Cabinet in respect to employees of the Adelaide Festival Centre Trust.
- 1.5.14 **Full pay** means the average rate the employee received for the four weeks preceding the taking of annual leave or the average rate received for the twelve months preceding such leave, whichever will be the higher, provided that such average will be computed taking into consideration any extra rates prescribed for night work, etc., and penalty rates for Sunday work where such work is part of the employee's normal working week of five days but excluding any amounts received by way of overtime or holiday penalty rates.

- 1.5.15 **Group Party Organiser** means an employee who is required to organise group bookings for multiple shows, operate visual display unit and ticketing terminal, handle correspondence, balance cash and perform filing duties.
- 1.5.16 **Head Cleaner** means a Cleaner who is responsible for the cleaning of any part of the complex and who has to supervise the work of one (1) or more other Cleaners.
- 1.5.17 **Head Flyman** means an employee who, in addition to performing any type of work in the mechanical department, supervises and directs the work of one (1) or more staff employed and is generally in charge of a flying system under the direction of a Head Mechanist.
- 1.5.18 **Head Lighting Technician** means an employee who, in addition to performing any type of work in the lighting department supervises and directs the work of one (1) or more lighting technicians or other persons employed, and is generally in charge of a section, under the direction of the Production Manager.
- 1.5.19 **Head Mechanist** means an employee who, in addition to performing any type of work in the mechanical department supervises and directs the work of one (1) or more Mechanists or other persons employed, and is generally in charge of a section, under the direction of the Production Manager.
- 1.5.20 **Head Plant Operator** means a **tradesperson** who, in addition to maintaining and servicing mechanical and electrical plant and equipment associated with the venue, supervises and directs the work of (1) one or more Plant Operators.
- 1.5.21 **Head Properties** means an employee who, in addition to performing any type of work in the properties department may be required to supervise the work of one (1) or more property persons or other persons employed, and is generally in charge of a section, under the direction of the Production Manager.
- 1.5.22 **Head Scenic Artist** means an individual employed in the production and manufacture of scenery who in addition to completing a recognised trade certificate in graphic arts or similar, supervises and directs the work of one (1) or more Scenic Artists or other persons.
- 1.5.23 **Head Sound Technician** means an employee who, in addition to performing any type of work in the sound department may be required to supervise the work of one (1) or more Sound Technicians or other persons employed, and is generally in charge of a section, under the direction of the Production Manager.
- 1.5.24 **Head Tradesperson** means an employee who, in addition to performing any type of work in their designated trade supervises and directs the work of one (1) or more tradespersons or other persons, and is generally in charge of a section.
- 1.5.25 **Mechanist** means an employee who is competent to do any class of woodwork, build any kind of scenery and do general stage work, such as the moving of scenery and keeping of scenery, property, etc., in good order and condition under the supervision of the Head Mechanist, and who does so when required by the employer.
- 1.5.26 **Performance** means 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.
- 1.5.27 **Permanent employee** means an employee engaged on an ongoing basis, not being an employee engaged for a fixed period or a casual employee.
- 1.5.28 **Plant Operator** means a Trades Assistant (skilled) who is responsible for the maintenance and servicing of mechanical and electrical plant and equipment associated with the venue.

- 1.5.29 **Projectionist** means a person who holds the current projectionists licence as prescribed by the relevant State legislation and who is in charge of motion picture projection equipment and the presentation of pictures in a theatre, and includes the supervision of assistant projectionists and maintenance of projection equipment.
- 1.5.30 **Property Person** means an employee who makes all kinds of props required for a production.
- 1.5.31 **Suitable accommodation** means single room modern motel or **serviced apartment** accommodation with private facilities.
- 1.5.32 **Serviced apartment** means an apartment with cooking facilities for which clean linen is supplied once per week and the apartment cleaned at least once per week at the cost of the employer.
- 1.5.33 **Scenic Artist** means an individual who has completed a recognised trade certificate in graphic arts or similar and who is employed in the production and manufacture of scenery to utilise the skills gained in this course of study.
- 1.5.34 **Stage Door Supervisor** means an employee who in addition to performing the duties of a Stage Door Attendant is responsible for the supervision and rostering of other Stage Door Attendants.
- 1.5.35 **Switchboard Operator** means an employee engaged by the **performance** only, who operates any type of lighting switchboard/s and who does so as directed.
- 1.5.36 **Technical Supervisor (cross discipline)** means an employee who supervises the work of Head Mechanists/Properties, Head Lighting and Head Sound Technicians. The Technical Supervisor is required to have extensive knowledge of theatre operations in all technical disciplines and would usually be responsible for the management of a department.
- 1.5.37 **Trade Qualified Technician** means an employee who has completed an advanced technical trade certificate in an electronics discipline and is employed mainly to utilise the skills gained in the completion of that course of study.
- 1.5.38 **Ticket Seller** means an employee required to deal with customer enquiries, sell tickets, handle and balance cash.
- 1.5.39 **Tradesperson** means an individual who has completed a recognised trade certificate (e.g. Fitter, Carpenter, Electrician, etc.) and who is employed to use these skills by the employer.
- 1.5.40 **Trades Assistant (Skilled)** means Bricklayers' Labourer, Assistant Rigger (as defined), Demolition Worker (after three months experience), Gear Hand, Jackhammerman, Mixer Driver (concrete hand), Steel Erector, Aluminium Alloy Structural Erectors (whether prefabricated or otherwise), Gantry Hand or Crane Hand Crane Chaser, Cement Gun Operator (except Victoria), concrete cutting or drilling Machine Operator, concrete gang including Concrete Floater (as defined), Roof Layer (Malthoid or similar material), Dump Cart Operator, Steel or Bar Bender to pattern or plan, Underpinner, Concrete Formwork Stripper.
- 1.5.41 **Trades Assistant (Unskilled)** means a Builders' Labourer other than as specified in the definition of the Building Trades Assistant (Skilled).
- 1.5.42 **Utility Person** means an employee who, in addition to unskilled work, does small repair and other slightly skilled work.

PART 2 - AWARD FLEXIBILITY

CLAUSE 2.1 ENTERPRISE FLEXIBILITY

OPDATE 05:12:2011 on and from

- 2.1.1 Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the Award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs, the following process will apply:
- 2.1.2 A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace will be established.
- 2.1.3 For the purpose of the consultative process the employees may nominate the **Alliance** or another person to represent them.
- 2.1.4 Where agreement is reached, an application will be made to the **Commission**.

CLAUSE 2.2 INDEX OF FACILITATIVE PROVISIONS

OPDATE 05:12:2011 on and from

- 2.2.1 A facilitative provision is one which provides that the standard approach in an award provision may be departed from by agreement between an individual employer and the Union and/or employee, or the majority of employees, in the enterprise or workplace concerned.
- 2.2.2 Facilitative provisions in this Award are contained in the following clauses:

<i>Clause title</i>	<i>Clause number</i>
Hours of work and time off	6.1
Meal intervals and allowances	6.2
Public Holidays	6.5

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

CLAUSE 3.1 CONSULTATION AND COMMUNICATION PROCEDURES

OPDATE 05:12:2011 on and from

- 3.1.1 At each enterprise covered by this Award the employer and employees and, if appropriate an appropriate representative including the union bound by this Award, may establish a mechanism and procedures which enables them to communicate and consult about matters arising out of this Award.
- 3.1.2 The employer may permit a notice board to be erected in the workshop, theatre, hall or other place of amusement, to facilitate communication between the employer, employees and/or their **Alliance** or other representatives.
- 3.1.3 This Award will be exhibited by the Adelaide Festival Centre Trust in a place accessible to all employees.

CLAUSE 3.2 DISPUTE RESOLUTION

OPDATE 05:12:2011 on and from

- 3.2.1 In the event of a dispute arising in the workplace the procedure to be followed to resolve the matter will be as follows:
 - 3.2.1.1 The employee and their supervisor meeting and conferring on the matter; and
 - 3.2.1.2 If the matter is not resolved at such a meeting, the parties will arrange for further discussions between the employee and his or her nominated representative, if any, and more senior levels of management.
- 3.2.2 If the matter is still not resolved a discussion will be held between representative/s of the employer and the **Alliance** or other employee representative.
- 3.2.3 If the matter cannot be resolved it may be referred to the **Commission** for resolution.
- 3.2.4 While the parties attempt to resolve the matter work will continue as normal unless an employee has a reasonable concern about an imminent risk to his or her health and safety.

PART 4 – EMPLOYER AND EMPLOYEES’ DUTIES, EMPLOYMENT RELATIONSHIPS AND RELATED ARRANGEMENTS

CLAUSE 4.1 EMPLOYMENT CATEGORIES

OPDATE 05:12:2011 on and from

4.1.1 Weekly employees

- 4.1.1.1 Except as otherwise provided in this Award employment will be by the week, unless a longer period of engagement be agreed to between the parties concerned.
- 4.1.1.2 The appropriate hourly rate for employees engaged by the week will be calculated by dividing the weekly rate for the relevant classification by 38.

4.1.2 Casual employees

- 4.1.2.1 The appropriate hourly rate for employees engaged by the hour will be calculated by dividing the total per week rate for the relevant classification by 38 and adding a loading of 22.5% to the hourly rate. Casual loading is paid in lieu of annual leave, sick leave and paid public holiday entitlements and compensates the employee for the uncertain nature of casual employment.

Pursuant to the decision of the Full Commission in the *Casual Loading Case* [[2012] SAIRComm 1], the 22.5% loading will be increased in accordance with the following:

23% from the first full pay period commencing on or after 1 July 2012;
24% from the first full pay period commencing on or after 1 July 2013; and
25% from the first full pay period commencing on or after 1 July 2014.

- 4.1.2.2 When an employee is engaged by the hour, and subject to the provisions of Clause 4.3 Termination of employment, 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.

CLAUSE 4.2 STAND DOWN OF EMPLOYEES

OPDATE 05:12:2011 on and from

The employer has the right to deduct payment for any period extending beyond 24 hours where the employee cannot be usefully employed because of any strike, or any breakdown of machinery; or any stoppage of work for which the employer is not reasonably responsible.

CLAUSE 4.3 TERMINATION OF EMPLOYMENT

OPDATE 05:12:2011 on and from

4.3.1 Notice of termination by employer

- 4.3.1.1 In order to terminate the employment of an employee the employer will give to the employee the following notice:

<i>Period of continuous service</i>	<i>Period of notice</i>
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- 4.3.1.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 4.3.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 4.3.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he/she would have worked during the period of notice had his or her employment not been terminated will be used.
- 4.3.1.5 The period of notice in this clause, will not apply in the case of dismissal for conduct that justifies instant dismissal, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.
- 4.3.1.6 Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time shall once the traineeship is completed and provided that the trainees' services are retained have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his or her traineeship and is re-engaged by the same employer within six months of such termination the period of traineeship shall be counted as service in determining any future termination.

4.3.2 **Notice of termination by an employee**

- 4.3.2.1 The notice of termination required to be given by an employee is the same as that required of an employer. However, there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- 4.3.2.2 If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

4.3.3 **Time off during notice period**

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

4.3.4 **Termination whilst on tour**

An employee whose services are terminated whilst on tour will have his/her fare from the place of termination of employment back to his/her place of engagement paid by the employer and the employer will ensure that the employee is returned as swiftly as possible.

CLAUSE 4.4 REDUNDANCY

OPDATE 05:12:2011 on and from

4.4.1 **Definition**

Redundancy occurs when an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

4.4.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated. The employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

4.4.3 Severance pay

- 4.4.3.1 In addition to the period of notice prescribed for ordinary termination in 4.3.1 - Notice of termination by employer, an employee whose employment is terminated by reason of redundancy must be paid, subject to further order of the **Commission**, the following amount of severance pay in respect of a continuous period of service:

<i>Period of continuous service</i>	<i>Severance pay</i>
1 year or less	Nil
1 year and up to the completion of 2 years	4 weeks pay
2 years and up to the completion of 3 years	6 weeks pay
3 years and up to the completion of 4 years	7 weeks pay
4 years and over	8 weeks pay

- 4.4.3.2 **Weeks pay** means the ordinary time rate of pay for the employees concerned.

- 4.4.3.3 Provided that the severance payments will not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

4.4.4 Employee leaving during notice

An employee whose employment is terminated by reason of redundancy may terminate his or her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had he or she remained with the employer until the expiry of such notice. However, in this circumstance the employee will not be entitled to payment in lieu of notice.

4.4.5 Alternative employment

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

4.4.6 Time off during notice period

- 4.4.6.1 During the period of notice of termination given by the employer an employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

- 4.4.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or he or she will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.4.7 Superannuation benefits

4.4.7.1 Subject to further order of the **Commission** where an employee who is terminated receives a benefit from a superannuation scheme, he or she will only receive under clause 4.4.3 the difference between the severance pay specified in that clause and the amount of the superannuation benefit he or she receives which is attributable to employer contributions only.

4.4.7.2 If this superannuation benefit is greater than the amount due under clause 4.4.3 then he or she will receive no payment under that clause.

4.4.8 Employees exempted

This clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct, and in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

4.4.9 Employers exempted

Subject to an order of the **Commission**, in a particular redundancy case, this clause will not apply to employers who employ less than fifteen employees.

4.4.10 Incapacity to pay

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

CLAUSE 4.5 ANTI-DISCRIMINATION

OPDATE 05:12:2011 on and from

4.5.1 It is the intention of the respondents to this Award to achieve the principal object in 3(m) of the **Act** through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

4.5.2 Accordingly, in fulfilling their obligations under the dispute resolution clause, the respondents must make every endeavour to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.5.3 Nothing in this clause is to be taken to affect:

4.5.3.1 Any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;

4.5.3.2 Until considered and determined further by the Industrial Relations Commission of South Australia, the payment of different wages for employees who have not reached a particular age;

4.5.3.3 An employee, employer or registered organisation, pursuing matters of discrimination in the State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

4.5.3.4 Nothing in this clause is to be taken to prevent a matter referred to in 4.5.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position.

PART 5 – WAGES AND RELATED MATTERS

CLAUSE 5.1 RESPONSIBILITY FOR SHORTAGES

OPDATE 05:12:2011 on and from

An employer must not deduct any sum from the wages or income of an employee in respect of cash shortages where the employer has instructed an employee to allow any other employee access to the cash during the employee's shift.

CLAUSE 5.2 WAGES

OPDATE 05:12:2011 on and from

Refer to Schedule 1.

CLAUSE 5.3 PAYMENT OF WAGES

OPDATE 05:12:2011 on and from

- 5.3.1 All monies due to an employee (made up to midnight on Monday) will be made available for payment on Thursday in each week, or in exceptional circumstances, at a time to be mutually agreed upon between the employee and the employer.
- 5.3.2 All monies due to an employee will be paid on the day of such termination. Provided that if such termination occurs after the close of the employer's payment of wages facilities, all monies due are to be ready for collection or forwarded by post on the next working day.
- 5.3.3 Any employee short paid in any week, will receive the amount short paid on the following pay day or as soon thereafter as possible, and any employee overpaid in the week will have the amount overpaid deducted from the employee's wages on the next payday or as soon thereafter as practicable.
- 5.3.4 Wages may be paid:
- (a) in cash;
 - (b) at the discretion of the employer - by cheque; or
 - (c) into a bank account by electronic funds transfer, without cost to the employee.

Provided that if payment is by cheque then the employer will provide adequate facilities to cash the cheque on pay day.

CLAUSE 5.4 HIGHER DUTIES

OPDATE 05:12:2011 on and from

- 5.4.1 Except where a regular weekly higher duties allowance is paid to an employee who regularly performs higher duties, a weekly employee engaged for more than three hours on any day on duties carrying a higher rate than his/her ordinary classification will be paid the higher rate for the whole of such day. If for three hours or less during any such day, he/she will be paid the higher rate for three hours for that day.
- 5.4.2 Penalty overtime rates applicable during the period when higher duties are performed will be calculated and paid on the higher rate.

CLAUSE 5.5 ALLOWANCES

OPDATE 01:07:2018 1st pp on or after (cl. 5.5.5, 5.5.6.1 & 5.5.10)

5.5.1 Tools/equipment

- 5.5.1.1 Where the employer requires the employee to wear suitable protective clothing the employer will reimburse the employee for the cost of purchasing the uniform. This clause does not apply where the uniform is supplied by the employer.
- 5.5.1.2 Where it is necessary for an employee to work in wet weather, the employer will reimburse the employee for the cost of purchasing overcoats and wet weather gear. This clause does not apply where the clothing is supplied by the employer.
- 5.5.1.3 Where it is necessary for an employee to use mechanical equipment including torches the employer will reimburse the employee for the cost of purchasing this equipment. This clause does not apply where this equipment is supplied by the employer.
- 5.5.1.4 Where it is necessary for a cleaner to use materials and implements necessary for their work, including hot water for cleaning and scrubbing during cold weather, the employer will reimburse the employee for the cost of providing the materials and implements. This clause does not apply where the materials and implements are provided by the employer.

5.5.2 Laundry

Where the employer does not launder staff uniforms or staff dresses the following payments will apply:

- 5.5.2.1 For **permanent employees** \$3.05 for blouses and shirts; and \$7.80 per week for all other garments.
- 5.5.2.2 For other than **permanent employees** \$2.35 per day and up to a maximum of \$10.73 per week.

5.5.3 Shoes

Where a Front of House employee is required to wear shoes of a colour other than black or brown an allowance of \$1.17 per day, to a maximum of \$5.69 per week, will be paid unless shoes are provided by the employer.

5.5.4 Uniforms/special costumes/protective clothing

If an employee is required to wear a costume or uniform more unusual than is reasonably necessary for the **performance** of his/her work, an additional amount of \$5.98 per week or otherwise \$1.17 per **performance**.

5.5.5 Appearance on stage

Where a Technical Department employee as prescribed by classification at Schedule 1, is required to appear on stage as a choreographed integral part of a production, an amount of \$4.31 is to be paid per **performance**.

5.5.6 Recording allowance

- 5.5.6.1 Where a **performance** is to be recorded or transmitted by any means, all production employees who perform work on that **performance** are to receive an additional payment of \$131.70, provided that:
- 5.5.6.1(a) The recording allowance will only be paid when the recording or transmission takes place during a **performance** or performances; and

5.5.6.1(b) One (1) payment only will be made under the provisions of clause 5.5.6.1 notwithstanding that recording of a production may take place over a series of performances.

5.5.6.2 Where a **performance** is recorded for sound only or transmitted by radio only the provisions of clause 5.5.6.1 will apply to Sound Technicians only.

5.5.6.3 The provisions of clause 5.5.6.1 will not apply to:

5.5.6.3(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;

5.5.6.3(b) A **performance** or performances which are recorded for training, educational or archival purposes, provided that the hirer undertakes in writing to the employer that such recordings will not be used for public broadcast, exhibition, distribution or sale; and

5.5.6.3(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.

5.5.6.4 This allowance is not to be recorded as ordinary pay for the purpose of this Award insofar as the calculation of overtime, penalty, shift and annual leave loading payments are concerned.

5.5.6.5 Where the employer proposes an exclusion from payment of the recording allowance as provided for in clause 5.5.6.1, the employer will provide all production employees with seven (7) days notice of any such **performance** provided that where such recording or transmission is arranged with less than seven (7) days notice, all production employees will be provided with notice as soon as arrangements for the relevant recording or transmission are made.

5.5.7 Meal allowance

5.5.7.1 Box Office employees who work a continuous shift in accordance with clause 6.1 - Hours of work and time off, and do not receive a meal break are to be paid a weekly meal allowance of \$35.28.

5.5.7.2 Employees (other than cleaners) who have worked between midnight and 8.00 a.m. and who work past 8.00 a.m. are to be paid \$15.43 for each meal interval occurring before their finishing time. Provided that, this will not apply to an employee who has commenced work at or after 5.00 a.m.

5.5.7.3 An employee required to work overtime without being notified on the previous day or earlier that they will be required to work, will either be supplied with a meal by the employer or be paid \$17.35 per meal for the second and subsequent meal.

5.5.8 Travelling allowances

Travelling allowances detailed in this clause shall apply when employees are travelling on Performing Arts Centre business as opposed to when travelling on a touring show when the provisions of the Live Theatre and Concert (Adelaide Festival Centre Trust) Award shall apply.

5.5.8.1 Accommodation

Where an employee is required to travel the following provisions will apply:

5.5.8.1(a) Where the period of travel is one week or less the employer will provide **suitable accommodation** or if the employer and employee agree an allowance of \$150.69 per night shall be payable in lieu of the provision of accommodation.

5.5.8.1(b) Where the period of travel is greater than one week the employer will provide **suitable accommodation** or if the employer elects not to provide accommodation then the employer will reimburse the employee for the expenses of such accommodation up to the maximum limits set out in this clause.

5.5.8.1(b)(i) The reimbursement limits referred to above are:

<i>Destination</i>	<i>Amount per week</i> \$
Sydney and Melbourne	1,057.00
Adelaide, Hobart, Perth and Brisbane	746.50
Canberra	909.05
Other places	695.87

5.5.8.1(b)(ii) Where an employer and employees agree in writing shared accommodation may be provided by the employer. The employer will retain a copy of any such agreement.

5.5.8.1(b)(iii) Where the employer is not providing accommodation and employees agree in writing to share accommodation the reimbursement limits set by this clause will be increased by 25% in respect of such shared accommodation. A copy of such agreement will be retained by the employer.

5.5.8.1(b)(iv) Reimbursement will be made weekly or at such longer intervals as the employer and employee agree and will be made upon presentation by the employee of a receipted account for the accommodation or such other arrangements as are agreed between the employer and the employee.

5.5.8.1(c) In lieu of the provisions of clause 5.5.8.1(b) of this clause an employee may elect to take a cash allowance of \$528.45 per week or \$105.68 per night up to the maximum of the weekly allowance.

5.5.8.1(d) When any travel in excess of one (1) week duration is required, as much notice as is practicable must be given. Such notice will also include, where the employer is providing accommodation in accordance with this clause and the details of the accommodation. The employee must indicate within 14 days of the offer of accommodation whether they propose to accept the offer, unless impractical to do so in the circumstances.

5.5.8.1(e) An employer will assist any employee who requests such assistance in the obtaining of any available discounts on accommodation of the employee's choice.

5.5.8.2 Meals

An employee required to travel will be provided by the employer with all meals or paid an allowance in lieu of \$48.67 per day to a maximum of \$243.28 per week.

5.5.8.3 Incidentals

An employee required to travel will be paid an allowance for incidentals of \$13.09 per day to a maximum of \$65.54 per week.

5.5.8.4 Other

- 5.5.8.4(a) A **permanent employee** required to travel and remain away from his usual place of residence, will travel by economy class aircraft or, if there are no scheduled flights, then first class train or bus transport.
- 5.5.8.4(b) Where an employee is required to use his motor vehicle or motor cycle at the request of the employer, the employee will be paid an allowance as set down by the relevant motoring authority or other agreed body for the use of private vehicle or motorcycle.
- 5.5.8.4(c) The employer will not require any employee to undertake travel if it necessitates travelling by a conveyance to which such employee has a reasonable objection.
- 5.5.8.4(d) The rate of pay for travelling time outside of the normal working hours will be ordinary rates, except on Sundays and public holidays where it will be time and a half.
- 5.5.8.4(e) The maximum travelling time to be paid for will be twelve (12) hours out of every 24 hours, or when a sleeping berth is provided by the employer for all-night travel, eight (8) hours out of every 24.

5.5.8.5 On tour

- 5.5.8.5(a) An employee when on tour will be paid the appropriate rate as prescribed in Schedule 1 of this Award for the whole time of the tour; from the time of leaving the place of engagement at the beginning of the tour until the employee returns to that place at the end of the tour. Broken weeks at the beginning or end of the tour are to be paid pro rata and the days of departure and return are to be counted as days worked. Provided that if either of such days be a Sunday, the rate prescribed in clause 5.5.8.4(d) will apply to that day.
- 5.5.8.5(b) On the day such a tour's journey begins the employer will be entitled to the ordinary services of such employee during so much of the day the employee is not travelling, but such service will not continue later than one hour before the scheduled departure time of the means of transportation.
- 5.5.8.5(c) On the day such a tour's journey ends the employer will be entitled to the ordinary services of such employee up to 5.00 p.m. during so much of the day as the employee is not travelling, and if the employee fails without reasonable cause to attend when requested for such service, the employer will be entitled to deduct payment proportionate to the time during which the employee so fails to attend.
- 5.5.8.5(d) If an employee engaged by the week is on tour and on any calendar day on which the employee is required to work at a performance or rehearsal held on that day, is also required to travel during any time between 8.00 a.m. and 5.00 p.m. one half, not exceeding four hours, of such travelling time or four hours thereof if the half exceeds four hours will, for the purpose of computing the amount of work (if any) done over the prescribed weekly total or ordinary hours of work, be counted as time worked.

5.5.9 **Working late allowance**

Where an employee is required to work overtime until it is too late to travel home by the last train, tram or his/her other regular public conveyance the employer will reimburse the employee for the cost of travelling home. This clause does not apply where the employer supplies the transport home.

5.5.10 **Plant operators allowance**

5.5.10.1 Plant operators and Head plant operators who work shifts not being shifts rostered between 8.00 a.m. and 5.00 p.m. Monday to Friday shall be paid an additional \$74.24 per week. This allowance shall be applied during authorised paid absences on sick and annual leave.

5.5.10.2 Plant operators and Head plant operators who work shifts rostered between the hours of 8.00 a.m. and 5.00 p.m. Monday to Friday, who are required to work a shift rostered outside these hours as part of their normal working week, shall be paid an additional amount of \$12.77 per shift for each shift worked outside the hours of 8.00 a.m. and 5.00 p.m. Monday to Friday.

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

CLAUSE 6.1 HOURS OF WORK AND TIME OFF

OPDATE 05:12:2011 on and from

6.1.1 Weekly employees

- 6.1.1.1 Except as otherwise provided in this Award for employees engaged by the week, the weekly total of ordinary hours of work will be 38, the daily total of hours will be seven point six (7.6), to be worked continuously (subject to a suitable meal break) on any five of seven days between the hours of 7.00 a.m. and 12.00 midnight (with the exception of the classifications of Cleaner and Head Cleaner where the span of ordinary hours shall be between 6.00 a.m. and 11.00 p.m.). The meal hours are not to be counted as time worked but do not break the continuity of hours worked per engagement.
- 6.1.1.2 Where mutual agreement is reached the daily total of seven point six (7.6) hours may be worked in two periods, each period to be a minimum of three (3) hours and to be continuous, except for meal hours occurring, and the penalty as prescribed in Clause 6.3 Overtime will apply to the hours worked in the period after the break. This proviso will not apply on Sundays or public holidays.
- 6.1.1.3 Except as otherwise provided each employee will have two days off in each week of employment. Such two days will be consecutive if it is reasonably possible to arrange rosters accordingly.
- 6.1.1.4 All employees must be notified by the employer of their working shifts by means of a roster placed in the staff room for each employee's perusal. At least seven days notice must be given to the employee should any alteration of the working hours be intended, except in the case of emergency.

6.1.2 Casual employees

- 6.1.2.1 Casual employees are entitled to the following minimum payment for each engagement of work:
- 6.1.2.1(a) Classifications Projectionist and Assistant Projectionist - 4.25 hours.
- 6.1.2.1(b) Classification Stage Manager and Assistant Stage Manager - 4 hours.
- 6.1.2.1(c) All other classifications - 3 hours (subject to clauses 6.4.2 and 7.5.8).
- 6.1.2.2 Meal breaks are not to be counted as time worked but do not break the continuity of hours worked per engagement.

6.1.3 All employees

- 6.1.3.1 No employee will be required to work on more than six (6) days in any one (1) week except:
- 6.1.3.1(a) In cases of emergency and then no more than three (3) times per year. This may be extended up to five (5) times per year if agreement is reached with the majority of employees affected; or
- 6.1.3.1(b) When the seventh day is a day on which no **performance** (other than a charity performance) is presented.
- 6.1.3.2 The spread of hours of work as specified in this clause may be varied by mutual agreement between the employer and the employee.

- 6.1.3.3 An employee who is required to wear a uniform and who is required to change into and from such uniform at work, will be allowed up to fifteen minutes changing time at the commencement and conclusion of each shift. The time allowed for changing to and from such uniforms will count as time worked.
- 6.1.3.4 Except as otherwise provided for in this Award an employee engaged by the hour, who has been required to attend for the purpose of starting work and has actually so attended, will be paid for working from the time the employee so attends.
- 6.1.3.5 The work of employees will be so arranged that wherever reasonably practicable they have at least ten consecutive hours off duty between the work of successive days.
- 6.1.3.6 An employee who is rostered to commence ordinary hours of duty without having had at least ten consecutive hours off duty since the termination of work on the previous day will, subject to this subclause, be given ten consecutive hours off duty without loss of pay for any rostered working time occurring during such absence.
- 6.1.3.7 If on the instructions of the employer, an employee resumes work without having had ten consecutive hours off duty, that employee will be paid at double time rates (unless a higher rate is otherwise applicable) until released from duty for such period and will then be entitled to be absent until having had such ten consecutive hours off duty without loss of pay for rostered working time occurring during such absences.
- 6.1.3.8 Where an employee continues or resumes work on a Sunday or public holiday, that employee will be paid at the appropriate rate for such work, which may include payment in excess of double time.
- 6.1.3.9 This shall not apply in the case of employees working in the Mechanical Services Department at Adelaide Festival Centre Trust on a two/three shift continuous roster for the purposes of changing weekly shift roster where a shift allowance in accordance with clause 5.5.10 shall apply.
- 6.1.4 The provisions of this subclause will not apply where the work is worked by arrangement between the employees themselves with the approval of management.

CLAUSE 6.2 MEAL INTERVALS AND ALLOWANCES

OPDATE 05:12:2011 on and from

6.2.1 Meal breaks will, where possible be taken at the following times:

6.2.1.1 Lunch - one hour continuous between 12 noon and 3.00 p.m.

6.2.1.2 Dinner - one hour continuous between 5.00 p.m. and 8.00 p.m.

6.2.1.3 Breakfast - one hour continuous between 7.00 a.m. and 9.00 a.m.

6.2.2 Employees engaged as cleaners will be granted a meal break of half an hour not later than five (5) hours after commencing work.

6.2.3 For casual employees other than those in the Technical Department, and for all employees in the Mechanical Services, a suitable meal break will mean a rostered break of not less than 30 minutes and not more than one hour.

6.2.4 The period of time allowed for a meal interval will not be counted as ordinary hours of work within the meaning of clause 6.1.

- 6.2.5 Where a meal break cannot reasonably be taken between the hours prescribed in clause 6.2.1, no penalty will be payable.
- 6.2.6 In the event that an employee is required to work more than five (5) continuous hours without a suitable meal break the employee will be paid at the rate of double time from the commencement of the sixth hour until a suitable meal break is provided. This subclause will not apply to employees engaged to work on a continuous shift roster who will be paid for any period of the break not taken, at the rate of double time.
- 6.2.7 The prescribed duration of a meal interval may be varied by mutual agreement between the employer, the employee and the **Alliance**.

CLAUSE 6.3 OVERTIME

OPDATE 05:12:2011 on and from

6.3.1 **Weekly employees**

- 6.3.1.1 A full-time employee may be required to work a reasonable amount of overtime and this will include work on the sixth day unless the employee has worked a considerable amount of overtime in the course of the first five days and does not desire to work on the sixth day.
- 6.3.1.2 For all work performed in excess of eight ordinary hours on a day at the rate of time and one half for the first 2 hours and double time thereafter on a daily basis, calculated to the nearest quarter of an hour.
- 6.3.1.3 For all the work performed in excess of 38 ordinary hours per week, but excluding overtime worked and paid on a daily basis, including work on the sixth day, at the rate of time and a half for the first four hours and double time thereafter.
- 6.3.1.4 For all work performed outside the prescribed spread of hours the penalty of time and a half will apply.
- 6.3.1.5 For all work performed after a break in working hours the penalty of time and a half will apply to all hours worked after the break.

6.3.1.5(a) *Payment at night*

An employee engaged by the week and called upon to work between midnight and 7.00 a.m. will be paid at the rate of double time. Provided that this penalty will not apply in the following cases:

- (i) Employees whose hours of work allow for ordinary hours to commence prior to 7.00 a.m.
- (ii) When otherwise provided for in clauses 6.4 and 7.5.

6.3.1.5(b) *Call backs*

- 6.3.1.5(b)(i) An employee recalled to work overtime after leaving his/her employer's business premises (whether notified before or after leaving the premises) will be paid for a minimum of three (3) hours work at the appropriate rate for each time they are so recalled. Provided that except in the case of unforeseen circumstances arising, the employee will not be required to work the full three (3) hours if the job he/she was recalled to perform is completed within a shorter period.

6.3.1.5(b)(ii) This will not apply in cases where it is customary for an employee to return to his/her employer's premises to perform a specific job outside his/her ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

6.3.1.5(b)(iii) Overtime worked in the circumstances specified in this subclause will not be regarded as overtime when the actual time worked is less than three hours.

6.3.1.5(c) Minimum payment for work on the sixth day

An employee required to work overtime on the sixth day will be afforded at least four hours work or paid for four hours at the appropriate rate, except where such overtime is continuous with overtime commenced on the previous day.

6.3.1.5(d) Other payments

For any work done by employees classified as Cleaner or Head Cleaner the following will apply:

6.3.1.5(d)(i) Between 11.00 p.m. and 6.00 a.m. (excluding work between 11.00 p.m. Saturday and 6.00 a.m. Monday as provided elsewhere in this Award) payment will be made at the rate of an additional 30% per hour.

6.3.1.5(d)(ii) Between 6.00 a.m. and 8.00 a.m. (excluding work between 11.00 p.m. Saturday and 6.00 a.m. Monday as provided for elsewhere in this Award) payment will be made at the rate of an additional 20% per hour.

6.3.1.5(d)(iii) Between 4.00 p.m. and 8.00 p.m. by cleaners called back especially to do such cleaning work, payment will be at the rate of 4% of the employee's basic weekly rate for each occasion the employee is called back.

6.3.2 Casual employees

6.3.2.1 An employee who works more than eight hours on any day will be paid a penalty at an additional rate of 50% per hour for the first two hours and 100% per hour thereafter.

6.3.2.2 An employee who works between 12 midnight and 7.00 a.m., and is required to continue or resume work at or after 7.00 a.m. without having had a break of at least ten hours, will be paid per hour for such continued or resumed work at the rate of double time paid to the employee during the employee's last work period.

6.3.3 All employees

6.3.3.1 Notice of change

Where an employee is required to work all night after the evening **performance** the employee will, wherever possible, be given 24 hours notice. Should an employee, because of special circumstances, not desire so to work he/she may arrange for a competent deputy to take his/her place. Whether the deputy is competent will be a decision of the employer.

CLAUSE 6.4 SUNDAYS

OPDATE 05:12:2011 on and from

6.4.1 Weekly employees

- 6.4.1.1 Work performed between midnight Saturday and midnight Sunday will be paid as for work on a Sunday.
- 6.4.1.2 Where an employee, engaged by the week, works on a Sunday payment will be at the rate of double time. Provided, however, work in excess of the eight hours on such a day will be paid at the rate of double time and a half for the additional hours so worked.
- 6.4.1.3 Where an employee works on Sundays and/or public holidays as part of his/her ordinary rostered hours of work he/she shall accrue additional leave as specified in clause 7.1.2.

6.4.2 Casual employees

- 6.4.2.1 Work performed between midnight Saturday and midnight Sunday will be paid as for work on a Sunday.
- 6.4.2.2 Where a casual employee works on a Sunday payment will be at the rate of double time. Work in excess of the eight hours will be paid at the rate of double time and a half for the additional hours so worked.
- 6.4.2.3 The minimum call for Backstage Employees (as defined) on a Sunday shall be four (4) hours and for all other employees three (3) hours.

PART 7 – LEAVE OF ABSENCE

CLAUSE 7.1 ANNUAL LEAVE

OPDATE 05:12:2011 on and from

7.1.1 Entitlement

All employees engaged by the week will be entitled to twenty normal working days annual leave after each completed year of service.

7.1.2 Entitlement for Sundays and/or public holiday work

An employee who works on Sundays and/or public holidays as part of his/her ordinary rostered hours of work will accrue additional leave at the rate of two and a half hours for each day so worked. Provided that the maximum leave that he/she can accrue under this provision is 40 hours or five working days for each year of service.

7.1.3 Payment for period of annual leave

7.1.3.1 Each employee before going on leave will be paid such leave due and being taken if requested.

7.1.3.2 For the purpose of this subclause wages will be paid at the rate of **full pay** (as defined). Where an employee receives a regular higher duties allowance as allowed for in clause 5.4, the rate payable to an employee in respect of the period of annual leave granted will include the regular weekly higher duties allowance.

7.1.4 Annual leave loading

7.1.4.1 Each employee before going on any period of annual leave will for each week of such leave be paid an "annual leave loading" at the rate of 17-1/2% of the ordinary rate of pay prescribed for such employee. Such loading will be in addition to the amounts paid to the employee in accordance with this clause.

7.1.4.2 Employees entitled to additional annual leave for Sundays and/or public holiday work as prescribed in clause 7.1.2 will be paid an additional 17-1/2% of the weekly rate of pay prescribed for such employee for the additional days leave accrued.

7.1.4.3 Where an employee converts a period already paid as annual leave (including loading) to sick leave in accordance with clause 7.1.8, that period of annual leave, when taken later, will not qualify for "annual leave loading".

7.1.5 Time of taking leave

Annual leave will be applied for and granted before the next leave falls due unless the prior approval of the employer is obtained for annual leave being postponed for one year where this course is necessitated by the exigencies of the work on which the employee is engaged or other special circumstances.

7.1.6 Annual leave exclusive of public holidays

Where any public holiday as prescribed in clause 7.5 – Public holidays, occurs during the period of the employee's annual leave, the leave will increase by one day for each holiday occurring.

7.1.7 Leave to be taken

The annual leave provided by this clause is not to be made or taken as payment in lieu of annual leave.

7.1.8 **Illness or injury on annual leave**

Where an employee suffers any illness or injury during the period of the employee's annual leave and the illness or injury is such, that the employee is hospitalised or produces a certificate from a medical practitioner which states the nature of the illness or injury is of an equally serious and incapacitating nature, then such employee may have the period of such incapacity converted to sick leave and the period of annual leave re-credited, subject to clause 7.1.7, provided that:

- 7.1.8.1 The employee notifies the employer as soon as practicable but in any case prior to the day on which such employee is due to return to duty; and
- 7.1.8.2 The employee provides satisfactory evidence of the nature of the illness or injury and the period of incapacity;
- 7.1.8.3 The period of incapacity is not less than one calendar week;
- 7.1.8.4 The employee has a sick leave credit available as per clause 7.2.4.

7.1.9 **Continuity of leave**

Annual leave will be taken in one continuous period or as otherwise mutually agreed between the employer and the employee.

7.1.10 **Proportionate leave on termination**

If the employment of any weekly employee be terminated by either party, the employee is entitled to two days pay for each completed month of service that has been rendered during the employment. Provided that, no payments will be made in respect of such service for which annual leave has been given or payments have been made by the employer. Additional leave for Sundays and/or public holiday work as provided for in 7.1.2 will also be paid out up to the date of termination of employment. Such payments will be made within two working days of termination of employment.

CLAUSE 7.2 PERSONAL LEAVE

OPDATE 05:12:2011 on and from

7.2.1 **Amount of paid personal leave**

Paid personal leave is available to a employee when he or she is absent due:

- 7.2.1.1 To personal illness or injury (sick leave); or
 - 7.2.1.2 For the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave); or
 - 7.2.1.3 Because of bereavement on the death of an immediate family or household member (bereavement leave).
- 7.2.2 The amount of personal leave to which a employee is entitled depends on how long he or she has worked for the employer and is as follows:

<i>Length of time worked for the employer</i>	<i>Personal leave</i>
On commencement	8 days full pay
At six months	13 days full pay
Each year thereafter	13 days full pay

7.2.3 Immediate family or household

7.2.3.1 The entitlement to carer's leave or bereavement leave is subject to the person in respect of whom the leave is taken being either:

7.2.3.1(a) a member of the employee's **immediate family**; or

7.2.3.1(b) a member of the employee's household.

7.2.3.2 The term **immediate family** includes:

7.2.3.2(a) Spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

7.2.3.2(b) Child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee; and

7.2.3.2(c) Same sex partners.

7.2.4 Sick leave

7.2.4.1 Definition

Sick leave is leave to which an employee, other than a casual, is entitled without loss of pay because of his or her personal illness or injury.

7.2.4.2 Entitlement

7.2.4.2(a) The amount of sick leave an employee is entitled depends on how long he or she has worked for the employer and is as follows:

<i>Length of time worked for the employer</i>	<i>Sick leave</i>
On commencement	5 days
After six months	10 days full pay
Each year thereafter	10 days full pay

7.2.4.2(b) Sick leave is cumulative to a maximum of twelve years from the date of accrual but is not paid on termination of employment.

7.2.4.3 The right to incapacity pay will be subject to the employer being satisfied that the employee's absence is due to sickness or incapacity. The employer will be entitled to require the production of a medical certificate and/or to have a employee claiming the benefits of this clause examined by a medical practitioner nominated by the employer at the employer's expense. A employee who refuses to be examined by the medical practitioner will not be entitled to the benefits of this clause.

7.2.4.4 Sickness or incapacity arising from misbehaviour, wilful contribution or lack of reasonable care, will not entitle a employee to the benefits of this clause.

7.2.4.5 An employer will not be liable for payment under the provisions of this clause to any employee absent from duty as a result of an injury received from a specific form of recreation, hobby or exercise, if the employer has given specific individual notification in writing to the employee that, if the employee further indulges in that particular form of recreation, hobby or exercise, no liability in the case of injury arising therefrom will attach to the employer. A general notification by circular or otherwise will not exempt an employer from liability under this subclause.

7.2.5 **Bereavement leave**

7.2.5.1 Subject to prompt notice being given to the employer and proof of death being provided, a employee will be entitled to a maximum of three days leave on the death of a spouse, child, stepchild, father, mother, brother, sister, grandparent, mother-in-law, father-in-law.

7.2.5.2 The provision of this clause will also be extended to include an employee who has been living in an established homosexual relationship.

7.2.6 **Carer's leave**

7.2.6.1 Paid leave entitlement

A employee is entitled to use up to five days personal leave each year to care for members of his or her immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances a employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

7.2.6.2 Notice required

The employee will, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee will notify the employer by telephone of such absence at the first opportunity on the day of absence.

7.2.6.3 Evidence supporting claim

The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that illness is such as to require care by another.

7.2.7 **Unpaid leave**

A employee may take unpaid carer's leave by agreement with the employer.

CLAUSE 7.3 PARENTAL LEAVE

OPDATE 05:12:2011 on and from

The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees.

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a **child**.

7.3.1 Definitions

- 7.3.1.1 For the purpose of this clause **child** means a child of the employee under the age of one year except for adoption of a child where **child** means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- 7.3.1.2 Subject to clause 7.3.1.3, in this clause, **spouse** includes a de facto or former spouse.
- 7.3.1.3 In relation to clause 7.3.5, **spouse** includes a de facto spouse but does not include a former spouse.

7.3.2 Basic entitlement

- 7.3.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 7.3.2.2 Subject to 7.3.3.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- 7.3.2.2(a) For maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the **child**;
- 7.3.2.2(b) For adoption leave, an unbroken period of up to three weeks at the time of placement of the **child**.

7.3.3 Maternity leave

- 7.3.3.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
- 7.3.3.1(a) Of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;
- 7.3.3.1(b) Of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.
- 7.3.3.2 When the employee gives notice under 7.3.3.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 7.3.3.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 7.3.3.4 Subject to clause 7.3.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 7.3.3.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

7.3.3.6 Special maternity leave

7.3.3.6(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

7.3.3.6(b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

7.3.3.6(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a **spouse**, may not exceed 52 weeks.

7.3.3.7 Where leave is granted under clause 7.3.3.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

7.3.4 **Paternity leave**

7.3.4.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

7.3.4.1(a) A certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

7.3.4.1(b) Written notification of the dates on which he proposes to start and finish the period of paternity leave; and

7.3.4.1(c) A statutory declaration stating:

7.3.4.1(c)(i) He will take that period of paternity leave to become the primary care-giver of a **child**;

7.3.4.1(c)(ii) Particulars of any period of maternity leave sought or taken by his **spouse**; and

7.3.4.1(c)(iii) That for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

7.3.4.2 The employee will not be in breach of clause 7.3.4.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the **child**, or other compelling circumstances.

7.3.5 **Adoption leave**

7.3.5.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a **child** takes place earlier.

- 7.3.5.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
- 7.3.5.2(a) The employee is seeking adoption leave to become the primary caregiver of the **child**;
 - 7.3.5.2(b) Particulars of any period of adoption leave sought or taken by the employee's **spouse**; and
 - 7.3.5.2(c) That for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 7.3.5.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- 7.3.5.4 Where the placement of a **child** for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 7.3.5.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a **child**, the death of a **spouse**, or other compelling circumstances.
- 7.3.5.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

7.3.6 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

7.3.7 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

7.3.8 Transfer to a safe job

- 7.3.8.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 7.3.8.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

7.3.9 Returning to work after a period of parental leave

- 7.3.9.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 7.3.9.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 7.3.8, the employee will be entitled to return to the position they held immediately before such transfer.
- 7.3.9.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

7.3.10 Replacement employees

- 7.3.10.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 7.3.10.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

CLAUSE 7.4 JURY LEAVE

OPDATE 05:12:2011 on and from

- 7.4.1 A weekly employee required to attend for jury service during ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.
- 7.4.2 An employee will notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee will give the employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

CLAUSE 7.5 PUBLIC HOLIDAYS

OPDATE 05:12:2011 on and from

- 7.5.1 An employee will be entitled to public holidays without loss of pay on the following days:
- 7.5.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- 7.5.1.2 The following days, as prescribed in the relevant States, Territories or localities: Australia Day, Anzac Day, Queen's Birthday, and Eight Hour Day, May Day or Labour Day; and
- 7.5.1.3 In South Australia, the third Monday in May or as amended by proclamation in accordance with the *Holidays Act 1910*.
- 7.5.2 When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 27 December.
- 7.5.3 When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 28 December.

- 7.5.4 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.
- 7.5.5 Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in this clause, those days will constitute additional holidays for the purpose of this Award.
- 7.5.6 An employer and their employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees will constitute agreement.
- 7.5.6.1 If an employee is a member of the **Alliance** bound by the Award, the employee may be represented by the **Alliance** in meeting and conferring with the employer about the implementation of this facilitative provision.
- 7.5.6.2 An agreement pursuant to 7.5.6 will be recorded in writing and be available to every affected employee.
- 7.5.7 **Weekly employees**
- 7.5.7.1 Where an employee, engaged by the week, works on a public holiday, payment will be at the rate of double time. Provided, however, work in excess of the eight hours on such a day will be paid at the rate of double time and a half for the additional hours so worked.
- 7.5.7.2 Where an employee works on Sundays and/or public holidays as part of his/her ordinary rostered hours of work he/she shall accrue additional leave as specified in clause 7.1.2.
- 7.5.8 **Casual employees**
- 7.5.8.1 Where a casual employee works on a public holiday payment will be at the rate of double time. Work in excess of the eight hours will be paid at the rate of double time and a half for the additional hours so worked.
- 7.5.8.2 Where a casual employee works on a public holiday payment shall be made for a minimum of four hours.

SCHEDULE 1 – WAGES

OPDATE 01:07:2018 1st pp on or after

S1.1 State Minimum Adult Wage

S1.1.1 The State minimum adult wage

No employee shall be paid less than the State minimum adult wage.

S1.1.2 Amount of State minimum adult wage

S1.1.2(a) The State minimum wage for full-time adult employees not covered by S1.1.4 [special categories clause], is \$732.30 from 1 July 2018.

S1.1.2(b) Adults employed under a supported wage clause shall continue to be entitled to receive the wage rate determined under that clause. Provided that such employees shall not be paid less than the amount determined the Minimum Standard for Remuneration.

S1.1.2(c) Adults employed as part-time or casual employees shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the Award. Provided that such employees shall not be paid less than pro rata the minimum wage specified in S1.1.2(a) according to the number of hours worked.

S1.1.3 Minimum wage applies to juniors

S1.1.3(a) The wage rates provided for juniors by this Award continue to apply unless the amount determined under S1.1.3(b) is greater.

S1.1.3(b) The minimum wage for an employee to whom a junior rate of pay applies is determined in accordance with the Minimum Standard for Remuneration.

S1.1.4 Application of minimum wage to special categories of employee

Due to the existing applicable Award wage rates being greater than the relevant proportionate, this clause has no application to employees undertaking a National Training Wage Traineeship, an Australian Traineeship, a Career Start Traineeship, a Jobskills placement or an apprenticeship.

S1.1.5 Application of State minimum adult wage to award rates calculation

The State minimum adult wage:

S1.1.5(a) Applies to all work in ordinary hours;

S1.1.5(b) Applies to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave and annual leave, and for all other purposes of this Award; and

S1.1.5(c) Is inclusive of the arbitrated safety net adjustment provided by the *2018 State Wage Case and the Minimum Standard for Remuneration*.

S1.2 Unapprenticed junior employees

S1.2.1 A weekly employee under the age of 18 years will be paid the following rates set out in this Award for the position occupied by such employee.

16 years - 50% adult rate applying to classification

17 years - 70% adult rate applying to classification

S1.2.2 Once an employee has reached the age of 18 years, the adult wage applicable to the classification of such employee will be paid. This subclause will not apply to junior employees who are apprentices as provided in S1.4 of this clause.

S1.3 Apprentices

S1.3.1 The minimum weekly rate of wage for apprentices will be the undermentioned percentages of the ordinary weekly base rate for an adult *tradesperson* employed in the trade in which the apprentices are employed:

1st year	42
2nd year	55
3rd year	75
4th year	88

S1.3.2 The above rates of apprentices will be calculated to the nearest 10 cents.

S1.3.3 An employee who is under 18 years of age on the expiration of his/her apprenticeship and thereafter works as a minor in the occupation to which he/she has been apprenticed will be paid at not less than the adult rate prescribed for the classification.

S1.4 Classifications

S1.4.1 Classifications are detailed in the table below which is to be read in conjunction with the definitions provided at clause 1.5.

<i>Classification</i>	<i>Percentage of Metal Industries C10</i>	<i>Per Week \$</i>	<i>Per Hour \$</i>	<i>Casual Per Hour (25%) \$</i>
Technical Supervisor (cross disciplinary)	120.0%	973.20	25.60	32.00
Head Mechanist/ Properties	112.5%	932.35	24.55	30.70
Head Flyperson	105.0%	892.70	23.50	29.40
Mechanist/ Properties	95.0%	838.15	22.05	27.55
Stagehand	90.0%	811.05	21.35	26.70
Head Lighting Technician	112.5%	932.35	24.55	30.70
Switchboard Operator/ Trade Qualified Technician	105.0%	894.00	23.55	29.45
Lighting Technician	95.0%	838.15	22.05	27.55
Head Sound Technician	112.5%	932.35	24.55	30.70
Console Operator/ Trade Qualified Technician	105.0%	894.00	23.55	29.45
Sound Technician	95.0%	838.15	22.05	27.55
Head Scenic Artist	112.5%	932.35	24.55	30.70
Scenic Artist	100.0%	866.75	22.80	28.50
Assistant Scenic Artist	95.0%	838.15	22.05	27.55
Costumer Supervisor (manufacturing)	112.5%	932.35	24.55	30.70
Head Wardrobe (performance)	112.5%	932.35	24.55	30.70
Assistant Wardrobe	87.5%	797.35	21.00	26.25
Dresser	87.5%	797.35	21.00	26.25
Projectionist	112.5%	932.35	24.55	30.70
Assistant Projectionist	100.0%	866.75	22.80	28.50
Stage Manager	112.5%	932.35	24.55	30.70
Assistant Stage Manager	105.0%	894.00	23.55	29.45
House Manager	112.5%	932.35	24.55	30.70
Head Theatre Attendant/Head Usher	90.0%	811.05	21.35	26.70
Theatre Attendant/Usher	85.0%	783.80	20.65	25.80
Program Seller	85.0%	783.80	20.65	25.80
Tour Guide	87.5%	797.35	21.00	26.25
Merchandise Seller	90.0%	811.05	21.35	26.70
Car Park Attendant	85.0%	783.80	20.65	25.80
Stage Door Supervisor	85.0%	783.80	20.65	25.80
Stage Door Attendant	87.5%	797.35	21.00	26.25
Cloakroom Attendant	85.0%	783.80	20.65	25.80
Utility Person	85.0%	783.80	20.65	25.80
Head Cleaner	90.0%	811.05	21.35	26.70
Cleaner	85.0%	783.80	20.65	25.80
Booking Clerk	97.5%	850.55	22.40	28.00
Group Party Organiser	97.5%	850.55	22.40	28.00
Ticket Seller	85.0%	783.80	20.65	25.80
Head Tradesperson	112.5%	932.35	24.55	30.70
Advanced Tradesperson	105.0%	894.00	23.55	29.45
Tradesperson	100.0%	866.75	22.80	28.50
Trades Assistant (skilled)	95.0%	838.15	22.05	27.55
Trades Assistant (unskilled)	90.0%	811.05	21.35	26.70
Head Gardener	105.0%	812.60	21.40	26.75
Gardener (tradesperson)	100.0%	785.30	20.65	25.80
Garden Labourer	90.0%	728.25	19.15	23.95

1.5 Safety net adjustments

The rates of pay in this Award include the safety net adjustment payable under the *2018 State Wage Case and Minimum Standard for Remuneration*. This safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such above Award payments include wages payable pursuant to enterprise agreements, currently operating enterprise flexibility agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under the existing or previous State Wage Case principles, previous General Reviews of Award Wages and the *2018 State Wage Case and Minimum Standard for Remuneration* excepting those resulting from enterprise agreements or Award variations to give effect to enterprise agreements, are not to be used to offset safety net adjustments.

S1.6 Economic Incapacity Applications

Any employer or group of employers bound by an Award may apply to, temporarily or otherwise, reduce, postpone and/or phase-in the application of any increase in labour costs flowing from the *2018 State Wage Case and Minimum Standard for Remuneration* on the grounds of serious economic adversity. The merit of such application will be determined in the light of the particular circumstances of each case and the impact on employment at the enterprise level of the increase in labour costs is a significant factor to be taken into account in assessing the merit of any application. A party may make such an application under s 31A of the *South Australian Employment Tribunal Act 2014* (the SAET Act) in the form approved under rule 34 of the *South Australian Employment Tribunal Rules 2017*. It will then be a matter for the President to decide whether it should be dealt with by a Full Bench of SAET.

Any decision to temporarily postpone or reduce an increase will be subject to a further review, the date of which will be determined by SAET at the time it decides any application under this provision.

An individual employer making an application pursuant to this provision may make a request under s 55(2) of the SAET Act that the hearing of the matter be conducted in private and/or that some or all of the evidentiary material produced in the case not be available for inspection. Any such request will be determined by SAET in the circumstances of each case.

APPLICATIONS FILED

<i>Case No.</i>	<i>Description of Document</i>
2336/2010	NEW AWARD New Award made. Oupdate 05/12/2011. (Award replaces Entertainment and Broadcasting Industry - Performing Arts Centres' Award 2001.)
2781/2012	AWARD VARIATION Award varied. Cl. 5.5 Allowances, Sch. 1 Wages re SWC 2012. Oupdate ppc 01/07/2012.
3013/2013	AWARD VARIATION Award varied. Cl. 5.5 Allowances, Sch. 1 Wages re SWC 2013. Oupdate ppc 01/07/2013.
4442/2014	AWARD VARIATION Award varied. Cl. 5.5 Allowances, Sch. 1 Wages re SWC 2014. Oupdate ppc 01/07/2014.
6452/2015	AWARD VARIATION Award varied. Cl. 5.5 Allowances, Sch. 1 Wages re SWC 2015. Oupdate ppc 01/07/2015.
3233/2016	AWARD VARIATION Award varied. Cl. 5.5 Allowances, Sch. 1 Wages re SWC 2016. Oupdate ppc 01/07/2016.
3379/2017	AWARD VARIATION Award varied. Cl. 5.5 Allowances, Sch. 1 Wages re SWC 2017. Oupdate ppc 01/07/2017.
4340/2018	AWARD VARIATION Award varied. Cl. 5.5 Allowances, Sch. 1 Wages re SWC 2018. Oupdate ppc 01/07/2018.