



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## S.A. PUBLIC SECTOR LIVE PERFORMANCE 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 "S.A. Public Sector Live Performance Award".

#### **CLAUSE 1.2 ARRANGEMENT**

OPDATE 05:12:2011 on and from

##### **1.1.1 By clause number**

*Clause no. Subject matter*

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**CLAUSE 1.3 SCOPE, PERSONS BOUND AND LOCALITY**

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- 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 Corporation, State Opera of South Australia and State Theatre Company of South Australia who are employed in the occupations in Schedule 2 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This Award operates on and from 5 December 2011, and continues in force as amended from time to time until rescinded or replaced.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 **Archival and/or reference recording** means an audio, visual or audio-visual recording of a **performance** or rehearsal, which is not used for commercial sale or use or public broadcast and where:

- The employer and employee agree in writing to make the recording; and
- The employer keeps a record of all employees who participate in the recording.

An **archival and/or reference recording** is one which is only made for the purposes of:

- (a) An historical record or archival reference for use by the employer, rights holders, current employees, students or historians;
- (b) A **performance** reference for:
  - (i) A **performer**/company dancer where more than one **performer**/company dancer is cast to perform the same role; or
  - (ii) For a musician to enable training and teaching;
- (c) A guide to recreate the production when it is restaged, revised or in order to remount future productions.

An **archival recording** is one which must remain under the control of the owner and is not to be used for any other purpose without the written agreement of all employees who participated in the recording. The terms and conditions of the written agreement are those negotiated between the employer and employees.

- 1.5.3 **Broken week** means a week at the commencement or termination of an employee's employment in which less than the ordinary number of hours of work and/or **performance** are given.
- 1.5.4 **Call** means a call or direction by the employer to the employee to attend for work at particular time or for the purposes of photography, wardrobe or other legitimate reasons.
- 1.5.5 **Commission** means the Industrial Relations Commission of South Australia.
- 1.5.6 **Company dancer** is an employee of a **dance company** and who is engaged to perform as part of the company of dancers. A company dancer is able to:
- (a) Demonstrate a sound dance technique;
  - (b) Demonstrate appropriate skills and knowledge for learning, rehearsing and performing dance roles as part of the company of dancers;
  - (c) Demonstrate an ability to perform in public;
  - (d) Demonstrate stagecraft skills;
  - (e) Undertake all responsibilities associated with make-up and costume as required;
  - (f) Demonstrate musicality as appropriate to performing as a dancer; and
  - (g) Interpret physically and emotionally the choreographic content of a production.
- 1.5.7 **Complete percussion kit** includes drum, kit, timpani, xylophone, marimba, vibraphone, glockenspiel, military drum, tambour, piccolo snare drum, tenor drum, cymbals, triangle, tambourine, maracas, castanets, woodblocks, plus associated stands and fittings, sticks and beaters.
- 1.5.8 **Crewing services employer** means an employer that provides casual staff at concert and other venues where employees undertake work that involves the transportation, setting up, operation and dismantling of sound, lighting and associated equipment but does not include employees of venues, producers, promoters or sound and/or lighting companies.
- 1.5.9 **Dance company** means an organisation of dancers and associated personnel created to primarily perform repertory dance productions. A dance company will usually engage dancers (**company dancers**) who will undergo training and class work in addition to preparation for repertoire and other dance productions and will be subject to the direction of a resident choreographers and/or artistic director/s. Dancers engaged by a dance company will usually progress through a classification structure based on years of training and professional experience.
- 1.5.10 **Doubling** means when a musician is required to play one or more additional instruments in the same **call** other than the instrument for which the musician is primarily employed.
- 1.5.11 **Engaged by the week** means being engaged for at least a week of employment.

- 1.5.12 **Live performance industry** means producing, including pre-production and post-production, staging, lighting, audio and audio/visual, presenting performing, administration, programming, workshops, set and prop manufacture, or otherwise undertaking live theatrical, performance art, operatic, orchestral, dance, erotic, variety, revue, comedy, multi-media, choral, or musical performances, productions, presentations, workshops, rehearsals or concerts, including the provision, sale, service or preparation of food or drink and also including selling tickets by any means, for or in connection with any such performances, productions, presentations, workshops, rehearsals or concerts, and including the operation of venues or other facilities, whether permanent or temporary, utilised for such performances, productions, presentations, workshops, rehearsals or concerts are performed or presented in the presence of an audience, or are recorded by any means.
- 1.5.13 **On-hire** means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client.
- 1.5.14 **Overdubbing** means where a producer requires a Musician to play additional parts.
- 1.5.15 **Pantomime** means a production which an appeal primarily for children presented during the school holiday period.
- 1.5.16 **Performance** means a performance given by employees which is open to the general public on payment of an admission charge and/or for which the employer receives payment or other benefit.
- 1.5.17 **Performer** is an employee who takes part in a **performance** and includes an actor, singer, dancer, musician, understudy/swing performer, puppeteer, compere, comedian or any other type of performer.
- 1.5.18 **Place of residence** means the place where an employee ordinarily resides.
- 1.5.19 **Principal (musician)** or **principal musician** in any orchestra or band will mean and include: Repetiteur violin (that is, a violin sitting with the leader), principal second violin, principal viola, principal cello, principal bass, principal flute, principal piccolo, principal oboe, principal cor anglais, principal clarinet, principal E flat clarinet, principal bass clarinet, principal bassoon, principal contra bassoon, principal alto saxophone, principal tenor saxophone, principal baritone saxophone, principal and third horn, principal cornet, principal trumpet, principal and bass trombone, principal euphonium, principal tuba, principal tympani, principal percussion, principal vibracussion, principal harp, principal piano, principal organ, principal rhythm player (as appointed by the Musical Director); the first of any one or more musical instruments other than in the foregoing; where there is only one player of any one instrument in an orchestra, the player of that instrument.
- 1.5.20 **Production and support staff (theatre)** means employees engaged specifically as production and or support staff in a live theatre venue or by a live theatre producer.
- 1.5.21 **Repetiteur** means a musician employed as a piano/keyboard instrumental player who is required to accompany performers, backstage, on stage, in a rehearsal room, or in the pit during rehearsals or auditions and to work as directed, including for any musical preparation to a production.

- 1.5.22 **Run of the play** or **plays** means the period which in any city or cities, town or towns or states of Australia for which the employee's services have been distinctly contracted for in writing for rehearsal of and performances in a particular production of productions and commences on the first day of the employee's rehearsal for the production or productions and concludes on the last day or night of the presentation of the production or productions in such city, cities, town or towns or states of Australia for which the employee's services have been contracted in writing. It will include a return season or seasons in a place in which a season has already taken place if the employee's engagement is still continuing at the date of commencement of such return season.
- 1.5.23 **Short performance** means a **performance** of up to one hour in duration.
- 1.5.24 **Sound and/or lighting company** means a company that services the **live performance industry** and engages factory and tour employees who are involved in or in connection with the supply, design, production, fabrication, construction, maintenance, installation, setting up, erection, transportation or dismantling of stages, lighting, audio or audio-visual equipment or associated componentry but does not include employees of venues, producers, promoters or **crewing services employers**.
- 1.5.25 **Specialty entertainment (musician)** means entertainment provided by artists of international standing or merit, imported or otherwise, engaged as a celebrity act.
- 1.5.26 **Specialty entertainment (orchestral musician)** means entertainment provided by artists of international standing or merit, imported or otherwise, where the artist is appearing other than in a theatrical production or concert within the scope of the opera, ballet or symphony concert repertoire, as a celebrity act (orchestral) engaged as a celebrity act.
- 1.5.27 **Sound balance** or **seating call** means a call where the employee is required to rehearse for the purpose of seating, sound balancing or balancing electronic equipment.
- 1.5.28 **Specialty entertainment** means entertainment provided by artists of international standing or merit, imported or otherwise, engaged as a celebrity act.
- 1.5.29 **Spouse** includes a de facto spouse but, except in relation to parental leave, does not include a spouse from whom the employee is legally separated.
- 1.5.30 **Standard rate** means the minimum wage for a Level 4 employee in Clause 5.1.1 Classifications and Minimum Wages and Schedule 1 – Wages.
- 1.5.31 **Suitable accommodation** means a single room in a modern motel or serviced apartment accommodation with private facilities provided that where an employee is required to stay longer than one week in a single location the accommodation must contain cooking facilities, have clean linen supplied once per week and be cleaned at least once per week at the cost of the employer.
- 1.5.32 **Supernumerary** means a person appearing only incidentally or in background, or participating only in crowd or background speech or noise, who does not speak or dance or perform individually as directed.
- 1.5.33 **Union** or **relevant Union** means the Media Entertainment and Arts Alliance.
- 1.5.34 **Upper salary limit figure** will be equivalent to three times the rate prescribed in Clause 5.1.1 Classifications and Minimum Wages and Schedule 1 – Wages for a Live Performance Employee Level 7.
- 1.5.35 **Vocalist** means a person who sings as a soloist and may be accompanied by other musicians.

## PART 2 - AWARD FLEXIBILITY

### CLAUSE 2.1 AWARD FLEXIBILITY

OPDATE 05:12:2011 on and from

- 2.1.1 Notwithstanding any other provision of this Award, an employer and an individual employee may agree to vary the application of certain terms of this Award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
  - (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances; and
  - (e) leave loading.
- 2.1.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 2.1.3 The agreement between the employer and the individual employee must:
- 2.1.3.1 be confined to a variation in the application of one or more of the terms listed in clause 2.1.1; and
  - 2.1.3.2 result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- 2.1.4 The agreement between the employer and the individual employee must also:
- 2.1.4.1 Be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - 2.1.4.2 State each term of this Award that the employer and the individual employee have agreed to vary;
  - 2.1.4.3 Detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - 2.1.4.4 Detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - 2.1.4.5 State the date the agreement commences to operate.
- 2.1.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 2.1.6 Except as provided in clause 2.1.4.1 the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 2.1.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.



2.1.8 The agreement may be terminated:

2.1.8.1 By the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

2.1.8.2 At any time, by written agreement between the employer and the individual employee.

2.1.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this Award.

## PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

### CLAUSE 3.1 INTRODUCTION OF CHANGE

OPDATE 05:12:2011 on and from

#### 3.1.1 Notification of intended changes

Where an employer has made a definite decision to implement changes in production, program, organisation, structure or technology that are likely to have **significant effects** on employees, the employer must as soon as practicable notify the employees who may be affected by the proposed changes and their representatives, if any.

##### 3.1.1.1 **Significant effects** include:

- (a) termination of employment;
- (b) major changes in the composition, operation or size of the employers workforce or in the skills required;
- (c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- (d) the alteration of hours of work;
- (e) the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Where the Award makes provision for alteration of any of these matters, an alteration will be deemed not to have significant effect.

#### 3.1.2 Consultation with employees and their union

##### 3.1.2.1 The employer must discuss with the employees affected and their representatives, if any, among other things:

- (a) the introduction of the changes referred to in 3.1.1.1;
- (b) the effects the changes are likely to have on employees;
- (c) measures to avert or mitigate the adverse effects of such changes on employees.

The employer must give prompt consideration to matters raised by the employees and/or their **Union** in relation to the changes.

##### 3.1.2.2 The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 3.1.1.1.

##### 3.1.2.3 For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any:

- (a) all relevant information about the changes including the nature of the changes proposed; and
- (b) the expected effects of the changes on employees and any other matters likely to affect them.

Employers are not required to disclose confidential information disclosure of which, when looked at objectively, would be against the employer's interests.

**CLAUSE 3.2 DISPUTE AVOIDANCE / GRIEVANCE PROCESS**

OPDATE 05:12:2011 on and from

3.2.1 Any industrial dispute or claim arising out of or relating to this Award must be dealt with in the following manner:

- 3.2.1.1 As soon as is practicable after the dispute or claim has arisen, the employee concerned must take the matter up with their immediate supervisor affording that supervisor the opportunity to remedy the cause of the dispute or claim.
- 3.2.1.2 Where any such attempt at settlement has failed, or where the dispute or claim is of such a nature that a direct discussion between the employee and the immediate supervisor would be inappropriate the employee may notify a representative of the **Union** or other representative of the employee's choice, who, if that representative considers that there is some substance in the dispute or claim, will forthwith take the matter up with the employer or the employer's representative.
- 3.2.1.3 If the matter is not settled it may be submitted to the **Commission** for resolution.
- 3.2.1.4 Without prejudice to either party, work should continue in accordance with the Award while the matters in dispute are being dealt with in accordance with this clause.

## **PART 4 – EMPLOYMENT RELATIONSHIPS AND RELATED ARRANGEMENTS**

### **CLAUSE 4.1 TYPES OF EMPLOYMENT**

OPDATE 05:12:2011 on and from

4.1.1 At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time, weekly or casual.

#### **4.1.2 Full-time employment**

Except as provided in clause 8.1.2:

4.1.2.1 A full-time employee is an employee who is engaged to work 38 hours per week.

4.1.2.2 A full-time employee must be provided with a written statement setting out their classification, applicable pay scale and terms of engagement.

4.1.2.3 At the time of engagement the employer and the full-time employee will agree in writing on the arrangement of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.

4.1.2.4 Any agreed variation to the arrangement of work will be recorded in writing.

#### **4.1.2 Part-time employment**

4.1.3.1 A part-time employee is an employee who is engaged to perform less than the full-time hours; has reasonably predictable hours of work; and receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

An employee who does not meet the definition of a part-time employee in clause 4.1.3.1 and who is not a full-time employee will be paid as a casual employee in accordance with clause 4.1.4.

4.1.3.3 At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work, and the actual starting and finishing times each day. A copy of the agreement must be provided to the employee.

4.1.3.4 Changes in hours may only be made by agreement in writing between the employer and employee. Any agreed variation to the regular pattern of work will be recorded in writing and a copy given to the employee.

4.1.3.5 An employer is required to roster a part-time employee for a minimum of four hours on any shift.

4.1.3.6 All time worked in excess of the hours mutually arranged will be overtime and paid for at the appropriate overtime rate.

4.1.3.7 A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

#### 4.1.4 **Casual employment**

- 4.1.4.1 A casual employee is an employee engaged as such and paid by the hour. An employer when engaging a casual must inform the employee that they are employed as a casual, stating by whom the employee is employed, their hours of work, their classification level and their rate of pay.
- 4.1.4.2 A casual will be paid both the actual hourly rate paid to a full-time employee and an additional 25% of the ordinary hourly rate for a full-time employee.
- 4.1.4.3 The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.
- 4.1.4.4 Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.
- 4.1.4.5 On each occasion a casual employee is required to attend for work they are entitled to a minimum payment of three hours at the appropriate rate.

#### 4.1.5 **Weekly employment**

A weekly employee is an employee who is engaged and paid by the week.

### **CLAUSE 4.2 TERMINATION OF EMPLOYMENT**

OPDATE 05:12:2011 on and from

#### 4.2.1 **Notice of termination by employee**

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this Award, an amount not exceeding the amount the employee would have been paid under this Award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

#### 4.2.2 **Job search entitlement**

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

### **CLAUSE 4.3 SPECIAL NOTICE REQUIRED FOR PERFORMERS AND COMPANY DANCERS**

OPDATE 05:12:2011 on and from

- 4.3.1 Except in the case of an employee engaged for a run or a casual, a minimum of two weeks' notice of termination is required.
- 4.3.2 In the case of an employee engaged for the *run of the play or plays*, the employer must give the employee not less than three weeks' notice in writing of the conclusion of the tour, season or run except in a case where the tour, season or run has occupied five weeks or less at the time of the giving of the notice when the period of the notice will be not less than two weeks.

4.3.3 If the employee has been employed by the employer for a consecutive period of 14 months from the date of the employee's opening **performance**, the engagement may be terminated by either party giving four weeks' notice of such termination in writing to the other party. Such notice must not be given so as to take effect while the company in which the employee is performing is in New Zealand, Tasmania, Perth or Newcastle or is in direct transit between any such places.

#### 4.3.4 **Failure to produce or present production**

If the employer fails to produce or present the production for which the employee is definitely engaged or if the **run of the play** for which the employee is definitely engaged is less than four weeks, the employer will pay to the employee in satisfaction of all claims, excepting claims in relation to any money due to the employee for travel and rehearsal, a sum of money not less than four weeks wages at the employee's prescribed rate of pay unless the engagement of the employee was originally for a lesser period than four weeks, in which case the employer will pay to the employee in satisfaction of all claims, excepting claims in relation to any money due for travel and rehearsal, a sum of money equivalent to the wages for that period of engagement.

#### 4.3.5 **Employee no longer required for specific part**

Should the employer deem it necessary or desirable that the employee should not play the part for which they were engaged, the employer may during the rehearsal period or within two weeks from the date on which the employee has first played the said part and notwithstanding anything hereinafter contained, either give the employee notice in writing terminating their engagement and replace the employee in that part within three weeks from the date on which the said notice is given, or where possible, employ them in an alternative role.

### **CLAUSE 4.4 REDUNDANCY**

OPDATE 05:12:2011 on and from

#### 4.4.1 **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 and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

#### 4.4.2 **Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

#### 4.4.3 **Job search entitlement**

4.4.3.1 An employee given notice of termination in circumstances of redundancy must 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.

4.4.3.2 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 must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

4.4.3.3 This entitlement applies instead of clause 4.2.2.

## PART 5 – WAGES AND RELATED MATTERS

### CLAUSE 5.1 CLASSIFICATION OF EMPLOYEES

OPDATE 05:12:2011 on and from

#### 5.1.1 Classifications and minimum wages

- 5.1.1.1 The classifications in which employees may be employed are set out in Schedule 2.
- 5.1.1.2 Further minimum wages for *Performers* and *Company Dancers* and Striptease Artists are set out in clauses 7.2 and 9.2 respectively.

### CLAUSE 5.2 WAGE RATES

OPDATE 05:12:2011 on and from

Refer to Schedule 1.

### CLAUSE 5.3 ALLOWANCES

OPDATE 05:12:2011 on and from

#### 5.3.1 Reimbursement of expenses

Where an employer authorises an employee to incur expenses in the course of the employee's employment, the expense will be reimbursed by the employer upon provision by the employee of a tax invoice and receipt.

#### 5.3.2 Use of vehicle allowance

Where an employer requests an employee to use their own motor vehicle in the performance of their duties, such employee will be paid an allowance of \$0.74 per kilometre.

#### 5.3.3 Late night transport

Where an employee is detained at work until it is too late to travel home by the last train, tram or other regular public conveyance, the employer will provide proper conveyance to the employee's home for the employee so detained.

#### 5.3.4 Laundry allowance

Where an employee is employed weekly or full-time, an allowance of \$3.15 per week for blouses and shirts and \$8.17 per week for other garments will be paid where uniforms are not laundered by the employer. For employees other than weekly and full-time employees, a laundry allowance of \$2.52 per day will be paid up to a maximum of \$11.38 per week.

#### 5.3.5 Travel allowances

##### 5.3.5.1 Travel

An employee required by the employer to travel away from their *place of residence* will be reimbursed up to the actual cost of an economy class fare or equivalent to their destination. This provision will not apply where the employer provides and arranges transport.



### 5.3.5.2 Travel to and from airports

An employee required to travel to or from an airport will be reimbursed the cost of such transport to a maximum of \$37.85 provided that such reimbursement is not payable where the employer provides such transport.

### 5.3.5.3 Accommodation

5.3.5.3(a) Where the employee does not accept employer provided accommodation, the employee will be paid an allowance of \$105.68 per night up to a maximum of \$528.45 per week.

5.3.5.3(b) Where the employer does not provide accommodation the employee will be reimbursed the cost of such accommodation up to the maximum weekly limits as follows:

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

5.3.5.3(c) Where an employer and an employee agree in writing, shared accommodation may be provided by the employer. The employer will retain a copy of any such agreement.

### 5.3.5.4 Meals while travelling

An employee required to travel must be paid an allowance of \$48.67 per day to a maximum of \$243.28 per week.

### 5.3.5.5 Incidentals allowance while travelling

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

### 5.3.5.6 Eligibility

5.3.5.6(a) The provisions of clauses 5.3.5.3, 5.3.5.4 and 5.3.5.5 will not apply:

- (i) with respect to an employee who is engaged to work at a single location away from their **place of residence** for a specific period of 12 months or more; or
- (ii) where an employee is engaged for a local show.

5.3.5.6(b) The provisions in this clause will be applicable as though the **place of residence** of the employee had been correctly stated, where an employer:

- (i) avoids or seeks to avoid the operation of this clause by inducing any employee or prospective employee to misrepresent their **place of residence**; or
- (ii) engages an employee where they know that the **place of residence** of an employee or prospective employees has been misrepresented.

### 5.3.5.7 Transportation of luggage and instruments

- 5.3.5.7(a) The employer will reimburse an employee for the transportation of an employee's luggage when travelling up to a maximum weight of 40 kilograms and any bulky instrument required for employment.
- 5.3.5.7(b) The employer will reimburse the employee for the cost of insurance of the employee's luggage and instruments for loss, theft or damage when travelling.
- 5.3.5.7(c) Provided that such reimbursement will not be payable where the employer provides transport of luggage and instruments.

### 5.3.6 **Adjustment of expense related allowances**

5.3.6.1 At the time of any adjustment to the ***standard rate***, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted. The operative date for any adjustment will be from the first pay period commencing on or after 1 July.

5.3.6.2 The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<i>Allowance</i>	<i>Applicable Consumer Price Index Figure</i>
Meal allowances	Take away and fast foods sub-group
Laundry allowance	All groups
Accommodation allowance	Domestic holiday travel and accommodation sub-group
Incidentals allowance	Domestic holiday travel and accommodation sub-group
Vehicle allowance	Private motoring sub-group

## **CLAUSE 5.4 HIGHER DUTIES**

OPDATE 05:12:2011 on and from

- 5.4.1 An employee who is required to do work for which a higher rate is payable than that provided for in their ordinary duties must, if such work exceeds a total of four hours on any day, be paid at the higher rate for all work done on such day.
- 5.4.2 In all other cases the employee must be paid the higher rate for the actual time worked.

## **CLAUSE 5.5 PAYMENT OF WAGES**

OPDATE 05:12:2011 on and from

- 5.5.1 Wages will be paid weekly or fortnightly according to the actual hours worked for each week or fortnight.
- 5.5.2 Casual employees will be paid within 15 minutes of the conclusion of the employee's work but may agree to be paid weekly or fortnightly.

## CLAUSE 5.6 SUPERANNUATION

OPDATE 05:12:2011 on and from

### 5.6.1 Superannuation legislation

5.6.1.1 Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the Award covering the employee applies.

5.6.1.2 The rights and obligations in these clauses supplement those in superannuation legislation.

### 5.6.2 Employer contributions

5.6.2.1 An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

5.6.2.2 Despite the provisions of clause 5.6.1.1, an employer must also make superannuation contributions to a superannuation fund on behalf of a **performer** younger than 18 years of age as if the **performer** were 18 (excluding extras, doubles and stand-ins) if:

- (a) the juvenile is engaged on a 12 week contract or longer;
- (b) the juvenile has been employed in the entertainment industry for a minimum of six professional engagements; or
- (c) the juvenile has been employed in the entertainment industry for a minimum of 30 days.

### 5.6.3 Voluntary employee contributions

5.6.3.1 Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 5.6.2.

5.6.3.2 An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.

5.6.3.3 The employer must pay the amount authorised under clauses 5.6.3.1 or 5.6.3.2 no later than 28 days after the end of the month in which the deduction authorised under clauses 5.6.3.1 or 5.6.3.2 was made.

#### 5.6.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in 5.6.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 5.6.2 and pay the amount authorised under clauses 5.6.3.1 or 5.6.3.2 to one of the following superannuation funds or its successor:

5.6.4.1 Media Super;

5.6.4.2 AustralianSuper;

5.6.4.3 ASSET Super;

5.6.4.4 Sunsuper;

5.6.4.5 HOSTPLUS;

5.6.4.6 Tasplan; or

5.6.4.7 Any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

#### CLAUSE 5.7 SAFETY NET ADJUSTMENTS

OPDATE 01:07:2018 1<sup>st</sup> pp on or after

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.

#### CLAUSE 5.8 ECONOMIC INCAPACITY APPLICATIONS

OPDATE 01:07:2018 1<sup>st</sup> pp on or after

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.

## PART 6 – LEAVE OF ABSENCE

### CLAUSE 6.1 ANNUAL LEAVE

OPDATE 05:12:2011 on and from

#### 6.1.1 Entitlement to annual leave

6.1.1.1 An employee (other than a casual employee) is entitled to 4 weeks annual leave for each completed year of *continuous service*.

6.1.1.2 Payment must not be made or accepted in lieu of taking annual leave, except in the case of termination of employment.

#### 6.1.2 Annual leave exclusive of public holidays

The annual leave prescribed by this clause is exclusive of the public holidays named in this Award that fall on a Monday to Friday inclusive. If any such holiday falls within an employee's period of annual leave, the period of leave will be increased by one day for each holiday.

#### 6.1.3 Accrual of annual leave entitlement

6.1.3.1 An employee's entitlement to annual leave accrues as follows for each completed year of *continuous service*:

(a) *Full-time employees:*

152 hours per annum.

(b) *Part-time employees:*

$\frac{152}{38} \times \text{average weekly ordinary hours over previous 12 months} = \text{hours per annum}$

6.1.3.2 Upon termination of employment, if the period of service is not exactly divisible into complete years, a full-time employee accrues 12 2/3 hours annual leave for each completed month of service in the incomplete year. A part-time employee accrues such annual leave on a pro-rata basis.

#### 6.1.4 Time of taking annual leave

6.1.4.1 Annual leave is to be taken at a time or times agreed between the employer and the employee. Notwithstanding the provisions of this clause and without the intention of disrupting continuous period(s) of annual leave, by agreement between the employer and employee, a full-time employee may take annual leave in single day periods not exceeding 10 days in any calendar year for the purposes of personal leave to care for a family member as set out in clause 6.3.

6.1.4.2 If an employer and an employee fail to agree on the time (or times) for taking annual leave, or part of it, the employer may require the employee to take annual leave by giving the employee notice of the requirement at least 2 weeks before the period of annual leave is to begin.

6.1.4.3 If an employer determines the time for taking annual leave, the leave must be granted and must begin within 12 months after the entitlement to the leave accrues.

6.1.4.4 To assist employees in balancing their work and family responsibilities, an employee may elect with the consent of the employer, to accrue and carry forward any amount of annual leave for a maximum of two years from the date of the entitlement.

**6.1.5 Payment for annual leave**

6.1.5.1 Prior to proceeding on annual leave, an employee is entitled to be paid for the period of leave at the ordinary rate of pay applicable to the employee.

6.1.5.2 Upon termination of employment, an employee must be paid for leave accrued in accordance with clause 6.1.3.2.

**6.1.6 Annual leave taken before due date**

If so requested by an employee, the employer may allow annual leave to an employee before the right thereto has accrued. Where leave is taken in such a case, a further period of annual leave will not commence to accrue until after the expiration of the 12 months in respect of which annual leave had been taken before it accrued.

**6.1.7 Termination prior to 12 months service, where annual leave is taken before due date**

Where annual leave has been granted to an employee pursuant to clause 6.1.1 and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months continuous service in respect of which the annual leave was granted, the employer may deduct the amount of such excess from any remuneration payable.

**6.1.8 Annual leave loading**

6.1.8.1 Each weekly employee before going on any period of annual leave will for each week of such leave be paid a loading at the rate of 17.5% of the ordinary weekly wage prescribed for such employees. Such loading will be in addition to the amount paid to the employee under this clause.

6.1.8.2 No loading is payable to an employee who takes annual leave wholly or partly in advance; provided that, if the employment of such an employee continues until the day when they would have become entitled to annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated by applying the ordinary rate of pay applicable on that day.

6.1.8.3 No loading is payable for periods of service of less than 12 months.

6.1.8.4 When the employment of an employee is terminated by their employer for a cause other than misconduct, and at the time of the termination the employee has not taken the whole of the annual leave to which they became entitled, they must be paid the loading for the period of leave not taken.

**6.1.9 Shut down**

6.1.9.1 Where an employer requires the business operation, or part of it, to be temporarily shut down the employer may require the employee to take annual leave by giving the employee notice of the requirement of at least 2 months before the period of annual leave is to begin.

6.1.9.2 No more than two shut downs can occur in one calendar year.

6.1.9.3 Where:

(a) an employee is unable to attend work because of a shut down; and

(b) that employee has not accrued a full year of entitlement to annual leave, that employee must be allowed to take pro rata annual leave calculated in accordance with the formula specified in clause 6.1.3.2.

6.1.9.4 Where an employee is required to take leave in accordance with clause 6.1.9.1, and the employee does not have a full or pro rata credit of leave, the employee may be stood off without pay during the period of shut down for any time in excess of the employee's leave credit.

6.1.9.5 All time that the employee is stood off without pay for the purposes of clause 6.1.9.4 is deemed to be time of service in the next 12 monthly qualifying period.

## **CLAUSE 6.2 PERSONAL LEAVE – INJURY AND SICKNESS**

OPDATE 05:12:2011 on and from

### **6.2.1 Entitlement to personal leave**

An employee (other than a casual employee) who has a personal leave credit:

6.2.1.1 Is entitled to take personal leave if the employee is too sick to work; or

6.2.1.2 Who is on annual leave, is entitled to take personal leave if the person is too sick to work for a period of at least 3 consecutive days. Personal leave so taken does not count as annual leave.

### **6.2.2 Accrual of personal leave entitlement**

6.2.2.1 An employee's entitlement to personal leave accrues as follows:

(a) For the first year of **continuous service** – at the rate of 1.46 hours for each completed 38 ordinary hours of work to a maximum of 76 hours.

(b) For each later year of **continuous service**, at the the beginning of each year:

(i) a full-time employee accrues 76 hours.

(ii) a part-time employee accrues pro rata hours in accordance with the following formula:

$$\frac{76}{38} \times \text{average weekly ordinary hours over the previous 12 months.}$$

6.2.2.2 An employee's personal leave accumulates from year to year and any personal leave taken by the employee is deducted from the employee's personal leave credit.

### **6.2.3 Conditions for payment of personal leave**

6.2.3.1 The employee is not entitled to payment for personal leave unless:

(a) The employee gives the employer notice of the sickness, its nature and estimated duration before the period for which personal leave is sought begins (but if the nature or sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins); and



- (b) The employee, at the request of the employer, provides a medical certificate or other reasonable evidence of sickness.

6.2.3.2 The employee is entitled to payment at the employee's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of personal leave.

### CLAUSE 6.3 PERSONAL LEAVE TO CARE FOR A FAMILY MEMBER

OPDATE 05:12:2011 on and from

#### 6.3.1 Definitions

6.3.1.1 **Personal leave to care for a family member** means leave provided for in accordance with this clause.

6.3.1.2 **Family** – the following are to be regarded as members of a person's family:

- (a) a **spouse**;
- (b) a child or step child;
- (c) a parent or parent-in-law;
- (d) any other member of the person's household;
- (e) a grandparent or grandchild;
- (f) any other person who is dependent on the person's care.

6.3.1.3 **Personal leave** means leave provided for in accordance with clause 6.2.

#### 6.3.2 Paid personal leave to care for a family member

6.3.2.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's **family** who need the employee's care and support:

- (a) due to personal injury; or
- (b) for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency,

is entitled to up to 10 days or 76 hours in any completed year of continuous service (pro rata for part-time employees) to provide care and support for such persons when they are ill.

6.3.2.2 By agreement between the employer and an individual employee, the employee may access an additional amount of their accrued **personal leave** for the purposes set out in this clause. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

6.3.2.3 The entitlement to use **personal leave to care for a family member** is subject to the employee being responsible for the care of the person concerned.

6.3.2.4 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 the illness is such as to require care of another.

6.3.2.5 In normal circumstances an employee must not take **personal leave to care for a family member** where another person has taken leave to care for the same person.

6.3.2.6 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's 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 must notify the employer by telephone of such absence at the first opportunity on the date of the absence.

6.3.2.7 The amount of **personal leave to care for a family member** taken is to be deducted from the amount of the employee's **personal leave** credit.

### 6.3.3 Unpaid personal leave to care for a family member

6.3.3.1 Where an employee has exhausted all paid **personal leave** entitlements, an employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a **family** member who is ill or who requires care due to an unexpected emergency.

6.3.3.2 The employer and the employee shall agree upon the period of unpaid **personal leave to care for a family member** which may be taken.

6.3.3.3 In absence of the agreement between the employer and the employee, the employee is entitled to take up to two days (of a maximum of 16 hours) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.

### 6.3.4 Single day absences

Single day absences may be taken for **personal leave to care for a family member** as provided for in Clause 6.1.4 Time of Taking Annual Leave.

### 6.3.5 Casual employees caring responsibilities

6.3.5.1 Casual employees are not entitled to **personal leave to care for a family member** or bereavement leave but subject to the notice and evidentiary requirements in clauses 6.3 and 6.6, casuals are entitled to not be available to attend work, or to leave work:

(a) to care for a member of their **family** who is sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or

(b) upon the death of a **family** member.

6.3.5.2 The period for which the employee will be entitled to not be available to attend work for each occasion in clause 6.3.5.1 is:

(a) the period agreed upon between the employer and the employee; or

(b) up to 48 hours (or 2 days) per occasion.

6.3.5.3 The casual employee is not entitled to any payment for the period of non-attendance under this clause.

6.3.5.4 An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for under this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

6.3.5.5 This clause does not intend to alter the nature of casual employment and is without prejudice to any parties' arguments about the nature of casual employment.

**CLAUSE 6.4 COMMUNITY SERVICE LEAVE**

OPDATE 05:12:2011 on and from

6.4.1 An employee who engages in an eligible community service is entitled to be absent from his or her employment for a period if:

6.4.1.1 The period consists of one or more of the following:

- (a) time when the employee engages in the activity;
- (b) reasonable travelling time associated with the activity;
- (c) reasonable rest time immediately following the activity; and

6.4.1.2 Unless the activity is jury service – the employee's absence is reasonable in all the circumstances.

6.4.2 **Definition**

6.4.2.1 Each of the following is an ***eligible community service activity***:

- (a) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
- (b) a voluntary emergency management activity.

6.4.2.2 An employee engages in a ***voluntary emergency management activity*** if, and only if:

- (a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
- (b) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
- (c) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
- (d) either:
  - (i) the employee was requested by or on behalf of the body to engage in the activity; or
  - (ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

6.4.2.3 A ***recognised emergency management body*** is:

- (a) a body, or part of a body, that has a role or function under a plan that:
  - (i) is for coping with emergencies and/or disasters; and
  - (ii) is prepared by the Commonwealth, a State or a Territory; or
- (b) a fire-fighting, civil defence or rescue body, or part of such a body; or
- (c) any other body, or part of a body, a substantial purpose of which involves:

- (i) securing the safety of persons or animals in an emergency or natural disaster; or
- (ii) protecting property in an emergency or natural disaster; or
- (iii) otherwise responding to an emergency or natural disaster.

## CLAUSE 6.5 PARENTAL LEAVE

OPDATE 05:12:2011 on and from

### 6.5.1 Definitions

In this clause, unless the contrary intention appears:

- 6.5.1.1 **Adoption** includes the placement of a **child** with a person in anticipation of, or for the purposes of, adoption.
- 6.5.1.2 **Adoption leave** means adoption leave provided under 6.5.3.4.
- 6.5.1.3 **Child** means a child of the employee or the employee's **spouse** under the age of one year; or  
  
means a **child** under the age of school age who is placed with an employee for the purposes of **adoption**, other than a **child** or step-**child** of the employee, or of the **spouse** of the employee, who has previously lived with the employee for a continuous period of at least six months.
- 6.5.1.4 **Eligible casual employee** means a casual employee employed by an employer during a period of at least 12 months, either:
  - (a) on a regular and systematic basis for several periods of employment; or
  - (b) on a regular and systematic basis for an ongoing period of employment,and who has, but for the pregnancy or the decision to **adopt**, a reasonable expectation of ongoing employment.
- 6.5.1.5 **Extended adoption leave** means **adoption leave** provided under 6.5.3.4(b).
- 6.5.1.6 **Extended paternity leave** means **paternity leave** provided under 6.5.3.3(b).
- 6.5.1.7 **Government authority** means a person or agency prescribed as a government authority for the purposes of this definition.
- 6.5.1.8 **Maternity leave** means maternity leave provided under 6.5.3.2.
- 6.5.1.9 **Medical certificate** means a certificate as prescribed in 6.5.5.1.
- 6.5.1.10 **Parental leave** means **adoption leave**, **maternity leave**, **paternity leave**, **extended adoption leave** or **extended paternity leave** as appropriate, and is unpaid leave.
- 6.5.1.11 **Paternity leave** means paternity leave provided under 6.5.3.3.
- 6.5.1.12 **Primary care-giver** means a person who assumes the principal role of providing care and attention to a **child**.
- 6.5.1.13 **Relative adoption** means the **adoption** of a **child** by a parent, a **spouse** of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

6.5.1.14 **Short adoption leave** means **adoption leave** provided under 6.5.3.4(a).

6.5.1.15 **Special adoption leave** means **adoption leave** provided under 6.5.10.

6.5.1.16 **Special maternity leave** means **maternity leave** provided under 6.5.9.1.

6.5.1.17 **Spouse** includes a defacto spouse or a former spouse.

## 6.5.2 Employer's responsibility to inform

6.5.2.1 On becoming aware that:

- (a) an employee is pregnant; or
- (b) an employee's **spouse** is pregnant; or
- (c) an employee is adopting a **child**,

an employer must inform the employee of:

- (i) the employee's entitlements under this clause; and
- (ii) the employee's responsibility to provide various notices under this clause.

## 6.5.3 Eligibility for and entitlement to parental leave

6.5.3.1 Subject to the qualifications in Y.1.4, the provisions of this clause apply to full-time, part-time and **eligible casual employees** but do not apply to other employees.

6.5.3.1(a) For the purposes of this clause **continuous service** is work for an employer on a regular and systematic basis (including a period of authorised leave or absence).

6.5.3.1(b) An employer must not fail to re-engage a casual employee because:

- (i) the employee or the employee's spouse is pregnant; or
- (ii) the employee is or has been immediately absent on parental leave.

6.5.3.1(c) The right of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

6.5.3.2 An employee who becomes pregnant is, on production of the required **medical certificate**, entitled to up to 52 weeks of **maternity leave**.

6.5.3.3 A male employee is, on production of the required **medical certificate**, entitled to one or two periods of **paternity leave**, the total of which must not exceed 52 weeks, as follows:

6.5.3.3(a) An unbroken period of up to one week at the time of the birth of the **child**.

6.5.3.3(b) A further unbroken period of up to 51 weeks in order to be the **primary care-giver** of the **child** (to be known as **extended paternity leave**).

6.5.3.4 An employee is entitled to one or two periods of **adoption leave**, the total of which must not exceed 52 weeks, as follows:

6.5.3.4(a) An unbroken period of up to three weeks at the time of the placement of the **child** (to be known as **short adoption leave**).

6.5.3.4(b) A further unbroken period of up to 49 weeks in order to be the **primary care-giver** of the **child** (to be known as **extended adoption leave**).

#### 6.5.4 Qualifications on entitlements and eligibility

6.5.4.1 An employee engaged upon casual or seasonal work is not entitled to **parental leave**.

6.5.4.2 An entitlement to **parental leave** is subject to the employee having at least 12 months of **continuous service** with the employer immediately preceding:

- (a) in the case of **maternity leave**, the expected date of birth; or otherwise
- (b) the date on which the leave is due to commence.

6.5.4.3 The entitlement to **parental leave** is reduced:

6.5.4.3(a) In the case of **maternity leave**, by any period of **extended paternity leave** taken by the employee's **spouse** and/or by any period of **special maternity leave** taken by the employee.

6.5.4.3(b) In the case of **extended paternity leave**, by any period of **maternity leave** taken by the employee's **spouse**.

6.5.4.3(c) In the case of **extended adoption leave**, by any period of **extended adoption leave** taken by the employee's **spouse**.

#### 6.5.5 Certification required

6.5.5.1 An employee must, when applying for **maternity leave** or **paternity leave**, provide the employer with a **medical certificate** that:

- (a) names the employee or the employee's spouse, as appropriate;
- (b) states that the employee or the employee's spouse is pregnant; and
- (c) states:
  - (i) the expected date of birth;
  - (ii) the expected date of termination of pregnancy; or
  - (iii) the date on which the birth took place,

whichever is appropriate.

6.5.5.2 At the request of the employer, an employee must, in respect of the conferral of **parental leave**, produce to the employer within a reasonable time a statutory declaration which states:

6.5.5.2(a) *Parental leave*

- (i) The particulars of any period of **parental leave** sought or taken by the employee's **spouse**, and where appropriate;
- (ii) That the employee is seeking the leave to become the **primary care-giver** of a **child**.

6.5.5.2(b) *Adoption leave*

- (i) In the case of **adoption leave**, a statement from a **Government authority** giving details of the date, or presumed date, of **adoption**; and
- (ii) That for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

## 6.5.6 Notice requirements

### 6.5.6.1 Maternity leave

6.5.6.1(a) An employee must:

- (i) Not less than 10 weeks before the expected date of birth of the **child**, give notice in writing to her employer stating the expected date of birth; and
- (ii) Give not less than four weeks notice in writing to her employer of the date of which she proposes to commence **maternity leave** stating the period of leave to be taken; and
- (iii) Notify the employer of any change in the information provided pursuant to 6.5.5 within two weeks after the change takes place.

6.5.6.1(b) An employer may, by not less than 14 days notice in writing to the employee, require her to commence **maternity leave** at any time within six weeks immediately before the expected date of birth. Such a notice may be given only if the employee has not given her employer the required notice.

### 6.5.6.2 Paternity leave

An employee must:

- 6.5.6.2(a) Not less than 10 weeks prior to each proposed period of **paternity leave**, give the employer notice in writing stating the dates on which he proposes to start and finish the period(s) of **paternity leave**.
- 6.5.6.2(b) Notify the employer of any change in the information provided pursuant to 6.5.5 within two weeks after the change takes place.

### 6.5.6.3 Adoption leave

An employee must:

- 6.5.6.3(a) On receiving notice of approval for **adoption** purposes, notify the employer of the approval and, within two months of the approval, further notify the employer of the period(s) of **adoption leave** the employee proposes to take.
- 6.5.6.3(b) In the case of a **relative adoption**, so notify the employer on deciding to take a **child** into custody pending an application for **adoption**.
- 6.5.6.3(c) As soon as the employee is aware of the expected date of placement of a **child** for **adoption** purposes, but not later than 14 days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of **short adoption leave** to be taken.
- 6.5.6.3(d) At least 10 weeks before the proposed date of commencing any **extended adoption leave**, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

#### 6.5.6.4 Unforeseen circumstances

An employee is not in breach of any of these notice requirements if the employee's failure to comply is caused by unforeseen or other compelling circumstances, including:

- (a) the birth occurring earlier than the expected date; or
- (b) the death of the mother of the **child**; or
- (c) the death of the employee's **spouse**, or
- (d) the requirement that the employee accept earlier or later placement of the **child**,

so long as, where a living **child** is born, the notice is given not later than two weeks after the birth.

#### 6.5.7 Taking of parental leave

- 6.5.7.1 No employee may take **parental leave** concurrently with such leave taken by the employee's **spouse**, apart from **paternity leave** of up to one week at the time of the birth of the **child** or **adoption leave** of up to 3 weeks at the time of the placement of the **child**.
- 6.5.7.2 Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with **parental leave**, take any annual leave or long service leave to which the employee is entitled.
- 6.5.7.3 Paid personal leave or other paid absences are not available to an employee during the employee's absence on **parental leave**.
- 6.5.7.4 A period of **maternity leave** must be taken as one continuous period and must include, immediately following the birth of the **child**, a period of 6 weeks of compulsory leave.
- 6.5.7.5 Subject to 6.5.4 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.
- 6.5.7.6 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.
- 6.5.7.7 Where leave is granted under 6.5.7.5, 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.
- 6.5.7.8 **Maternity leave** and **paternity leave** cannot extend beyond the **child's** first birthday.
- 6.5.7.9 **Adoption leave** cannot extend beyond the **child's** fifth birthday.
- 6.5.7.10 **Extended adoption leave** cannot extend beyond the first anniversary of the initial placement of the **child**.



- 6.5.7.11 Notwithstanding the provisions of this clause, employees eligible for **parental leave** have the right to request **parental leave** as consistent with 6.5.15.
- 6.5.8 **Variation and cancellation of parental leave**
- 6.5.8.1 Without extending an entitlement beyond the limit set by 6.5.3, **parental leave** may be varied as follows:
- 6.5.8.1(a) The leave may be lengthened once by the employee giving the employer at least 14 days notice in writing stating the period by which the employee requires the leave to be lengthened.
- 6.5.8.1(b) The leave may be lengthened or shortened by agreement between the employer and the employee.
- 6.5.8.2 **Parental leave**, if applied for but not commenced, is cancelled:
- (a) should the pregnancy terminate other than by the birth of a living **child**; or
- (b) should the placement of a **child** proposed for **adoption** not proceed.
- 6.5.8.3 If, after the commencement of any **parental leave**:
- (a) the pregnancy is terminated other than by the birth of a living **child** or, in the case of **adoption leave**, the placement of the **child** ceases; and
- (b) the employee gives the employer notice in writing stating that the employee desires to resume work,
- the employer must allow the employee to resume work within four weeks of receipt of the notice.
- 6.5.8.4 **Parental leave** may be cancelled by agreement between the employer and the employee.
- 6.5.9 **Special maternity leave and personal leave**
- 6.5.9.1 If:
- (a) an employee not then on **maternity leave** suffers illness related to her pregnancy she is entitled to take leave under clause 6.2; or
- (b) the pregnancy of an employee not then on **maternity leave** terminates after 28 weeks otherwise than by the birth of a living **child**,
- she may take such paid personal leave as she is then entitled to and such further unpaid leave (to be known as **special maternity leave**) as a legally qualified medical practitioner certifies to be necessary before her return to work. Provided that the aggregate of paid personal leave, **special maternity leave** and **maternity leave** must not exceed the period to which the employee is entitled under 6.5.3.2 and she is entitled to take unpaid **special maternity leave** for such periods as a registered medical practitioner certifies as necessary.
- 6.5.9.2 Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, **special maternity leave**.
- 6.5.9.3 An employee who returns to work after the completion of a period of such leave is entitled to the position which she held immediately before commencing such leave, or in the case of an employee who was transferred to a safe job, to the position she held immediately before such transfer.

6.5.9.4 If that position no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, she is entitled to a position, as nearly as possible, comparable in status and pay as that of her former position.

#### 6.5.10 **Special adoption leave**

6.5.10.1 An employee who has received approval to **adopt** a **child** who is overseas is entitled to such unpaid leave as is reasonably required by the employee to obtain custody of the **child**.

6.5.10.2 An employee who is seeking to **adopt** a **child** is entitled to such unpaid leave not exceeding five days as is required by the employee to attend such interviews, workshops, court attendances or examinations as are necessary as part of the **adoption** procedure.

6.5.10.3 The leave under this clause 6.5.10 is to be known as **special adoption leave** and does not affect any entitlement under 6.5.3.

6.5.10.4 **Special adoption leave** may be taken concurrently by an employee and the employee's **spouse**.

6.5.10.5 Where paid leave is available to the employee, the employer may require the employee to take such leave instead of **special adoption leave**.

#### 6.5.11 **Transfer to a safe job - maternity leave**

6.5.11.1 If, in the opinion of a legally qualified medical practitioner:

- (a) illness or risks arising out of the pregnancy; or
- (b) hazards connected with the work assigned to the employee,

make it inadvisable for the employee to continue her present work, the employee must, if the employer considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of **maternity leave**.

6.5.11.2 If the transfer to a safe job is not considered practicable, the employee is entitled, or the employer may require the employee, to take leave for such period as is certified necessary by a legally qualified medical practitioner.

6.5.11.3 Leave under this clause 6.5.11 will be treated as **maternity leave**.

#### 6.5.12 **Part-time work**

An employee who is pregnant or is entitled to **parental leave** may, by agreement with the employer, reduce the employee's hours of employment to an agreed extent subject to the following conditions:

6.5.12.1 Where the employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or

6.5.12.2 Where the employee is entitled to **parental leave**, by reducing the employee's entitlement to **parental leave** for the period of such agreement.

#### 6.5.13 **Communication during parental leave**

6.5.13.1 Where an employee is on **parental leave** and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing **parental leave**; and
- (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing **parental leave**.

6.5.13.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of **parental leave** to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

6.5.13.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 6.5.13.1.

#### 6.5.14 Return to work after parental leave

6.5.14.1 An employee must confirm the employee's intention to return to work, by notice in writing, to the employer given at least four weeks before the end of the period of **parental leave**.

6.5.14.2 On returning to work after **parental leave** an employee is entitled:

- (a) to the position which the employee held immediately before commencing **parental leave**; or
- (b) in the case of an employee who was transferred to a safe job, to the position which she held immediately before the transfer.

6.5.14.3 If the employee's previous position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee is entitled to a position as nearly as comparable in status and pay to that of the employee's former position.

6.5.14.4 An **eligible casual employee** who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on **parental leave**.

Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

#### 6.5.15 Right to request

6.5.15.1 An employee entitled to **parental leave** pursuant to clause 6.5.3, may request the employer to allow the employee:

- (a) to extend the period of simultaneous unpaid leave provided for in clause 6.5.3.3(a) and 6.5.3.4(a) up to a maximum of eight weeks;
- (b) to extend the period of unpaid **parental leave** provided for in 6.5.3.2 by a further continuous period of leave not exceeding 12 months;
- (c) to return to work from a period of **parental leave** on a part-time basis until the **child** reaches school age,

to assist the employee in reconciling work and parental responsibilities.

- 6.5.15.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 6.5.15.3 The employee's request and the employer's decision made under 6.5.15.1(b) and (c) must be recorded in writing.
- 6.5.15.4 Where an employee wishes to make a request under 6.5.15.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from **parental leave**.

#### 6.5.16 Termination of employment

- 6.5.16.1 An employee on **parental leave** may terminate their employment at any time during the period of leave by giving the required notice.
- 6.5.16.2 An employer must not terminate the employment of an employee on the ground of her pregnancy or an employee's absence on **parental leave**. Otherwise the rights of an employer in relation to termination of employment are not affected by this clause.

#### 6.5.17 Replacement employees

- 6.5.17.1 A **replacement employee** is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on **parental leave**.
- 6.5.17.2 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 6.6 BEREAVEMENT LEAVE

OPDATE 05:12:2011 on and from

#### 6.6.1 Entitlement to leave

An employee (other than a casual employee), on the death of a:

- **spouse**;
- parent;
- parent-in-law;
- sister or brother;
- child or step-child;
- household member,

is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative. This leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days work. Proof of death must be furnished by the employee to the satisfaction of the employer, if requested.

#### 6.6.2 Unpaid entitlement to leave

An employee may take unpaid bereavement leave by agreement with the employer.

### 6.6.3 Effect of other leave

This clause has not operation where the period of entitlement to this leave coincides with any other period of leave.

## CLAUSE 6.7 CONTINUOUS SERVICE

OPDATE 05:12:2011 on and from

### 6.7.1 Maintenance of continuous service

Except as otherwise indicated, service is deemed to be continuous despite:

- (a) Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Award.
- (b) Absence of the employee from work for any cause by leave of the employer.
- (c) Absence from work on account of illness, disease or injury.
- (d) Absence with reasonable cause. Proof of such reasonable cause lies with the employee.
- (e) Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Award, the **Act** or the *Long Service Leave Act 1987*.
- (f) Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute.
- (g) Transfer of the employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transmittee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer.
- (h) Interruption or termination of the employee's service by the employer for any reason other than those referred to in this clause if the worker returns to the service of the employer within two months of the date on which the service was interrupted or terminated.
- (i) Any other absence from work for any reason other than those referred to in this clause, unless written notice is given by the employer that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be given during the period of absence or no later than 14 days after the end of the period of absence.

### 6.7.2 Calculation of period of service

Where an employee's service is deemed to be continuous under this clause, the period of absence from work is not to be taken into account in calculating the employee's period of time served with the employer except:

- (a) To the extent that the employee receives or is entitled to receive pay for the period; or
- (b) Where the absence results from a decision of the employer to stand the employee off without pay.

**CLAUSE 6.8 PUBLIC HOLIDAYS**

OPDATE 05:12:2011 on and from

6.8.1 An employee whose rostered time off falls on a public holiday as provided for in this clause will be allowed an additional day off at a time to be agreed between the employer and the employee, or be paid an additional day's pay instead within seven days of the holiday.

**6.8.2 An employee engaged by the week as a performer or a company dancer**

6.8.2.1 For work on Good Friday, Christmas Day and Labour Day or its equivalent in any State or Territory, or on any day substituted for any of those holidays, the employee will be entitled to payment of an amount equivalent to 25% of the employee's weekly wage in addition to the employee's weekly wage for the week.

6.7.2.2 For work on other public holidays the employee will be entitled to payment of an amount equivalent to 16.7% of the employee's weekly wage in addition to the employee's weekly wage for the week.

6.8.2.3 In the event that work is not performed on a public holiday such day will be regarded for the purposes of clause 7.5.3.5 and all other purposes under this Award as a day on which had occurred one of the eight or two of the 12 performances per week provided for in clause 7.5.3.5 as the case may be.

6.8.2.4 A **performer** required to travel on a public holiday or any other day on which the employee would otherwise be rostered off work, will, unless paid according to the provisions of this clause for work on that day, be entitled to payment of an amount equivalent to 8.3% of the employee's weekly wage in addition to the employee's weekly wage for the week.

6.8.2.5 If a **company dancer** is required by the employer to travel on a public holiday, the employee will be given a day off in the following week, provided that if a day off instead is not provided, the employee will be paid 8.3% of the weekly wage in addition to the wage for the week for travel of up to three hours duration, and 1/38th of the weekly wage for each half hour or part thereof for travel in excess of three hours.

6.8.2.6 A **performer** whose rostered time off falls on a public holiday as provided for in this clause will be allowed an additional day off at a time to be agreed between the employer and the employee, or be paid an additional day's pay instead within seven days of the holiday.

6.8.2.7 Employees engaged as casuals will be entitled to payment for work on public holidays of double the performance rate per **performance** or double the hourly rate for rehearsals with a minimum payment as for four consecutive hours.

6.8.2.8 All work done by a musician on a public holiday must be paid for at double ordinary time rates. This condition applies to full-time, part-time and casual employees.

**6.8.3 Production and Support staff**

6.8.3.1 All employees who work on a public holiday, whether part of an ordinary roster or work cycle or not, will be paid at the rate of double time, with a minimum payment as for four hours.

6.8.3.2 An employer and their employees may agree to substitute another day for any prescribed. For this purpose, the consent of the majority of affected employees will constitute agreement. An agreement will be recorded in writing and be available to every affected employee.

## PART 7 – PERFORMERS AND COMPANY DANCERS

### CLAUSE 7.1 TYPES OF EMPLOYMENT

OPDATE 05:12:2011 on and from

7.1.1 An employee may be engaged:

7.1.1.1 weekly for the ***run of the play or plays***;

7.1.1.2 on an ongoing weekly basis;

7.1.1.3 on a weekly part-time basis; or

7.1.1.4 as a casual.

#### 7.1.2 Engagement by the week

To become entitled to be treated as being ***engaged by the week***, employees will perform such work as is agreed upon in writing or, in the event that no such agreement has been entered into, such work as the employer will from time to time require on the days and during the hours usually worked by the class of employees affected.

#### 7.1.3 Contract of engagement

An employee may only be engaged for a ***run of the play*** if such engagement is confirmed in writing.

### CLAUSE 7.2 MINIMUM WAGES

OPDATE 01:07:2018 1<sup>st</sup> pp on or after (cl. 7.2.4.1 & 7.2.8.1(b))

7.2.1 Minimum wages for ***performers*** and ***company dancers*** are set out in Clause 5.1.1 Classifications and Minimum Wages.

7.2.2 Classification descriptors are set out in Schedule 2 - Classifications.

7.2.3 ***Performers*** engaged in school tours are to be paid the minimum rates set out as follows:

7.2.3.1 Rehearsals - the ***performer*** rate as set out in clause 5.1.1.

7.2.3.2 Performances - the ***performer*** rate as set out in clause 5.1.1 plus 10%.

#### 7.2.4 Weekly part-time employees (supernumeraries)

7.2.4.1 ***Supernumeraries engaged by the week*** will be paid an hourly rate of \$26.77 or a weekly part-time rate of \$508.25 for up to 19 hours work.

7.2.4.2 ***Supernumeraries*** on tour will be paid the Category 1 Performer Grade 1 rate of pay together with the applicable allowances as prescribed by Clause 5.3.5 Travel Allowances.

#### 7.2.5 Juveniles

7.2.5.1 14 years of age and under

(a) *Not on tour* – 45% of the total minimum weekly rate for a Performer Category 1 Performer, Grade 1 or Grade 2.

(b) *On tour* – applicable adult rate.

7.2.5.2 Over 14 years of age and under 16 years of age

- (a) *Not on tour* – 55% of the total minimum weekly rate for a performer Category 1 Performer, Grade 1 or Grade 2.
- (b) *On tour* – applicable adult rate.

7.2.6 **Casuals**7.2.6.1 Performance

Casual employees who are aged 16 years or over will for each **performance** be paid 16.7% of the appropriate per week adult rate, plus 25%. The maximum length of such **performance** will be three hours (2.5 hours for **Company Dancers**) exclusive of any making up or taking off.

7.2.6.2 Rehearsals

7.2.6.2(a) An employee aged 16 years or over who is required by the employer to rehearse will be paid at the rate set out below for one hour (minimum) and over one hour at the rate set out below per half hour or part thereof:

	<i>% of standard rate</i>
Total minimum hourly rate	4.8

7.2.6.2(b) Provided however that if the employee desires to leave the rehearsal before the completion of one hour's rehearsal, payment will be at the rate set out below per half hour or part thereof for the time actually worked:

	<i>% of standard rate</i>
Total minimum half hourly rate	2.4

7.2.6.2(c) *Casual employees on tour*

Casual employees on tour will be paid the applicable allowances in clause 5.3.5 Travel allowances of this Award.

7.2.6.2(d) *Supernumeraries*

Casual supernumeraries will be paid as set out below per hour with a minimum **call** for **performance** of three hours and for rehearsals of two hours:

	<i>% of standard rate</i>
Total minimum hourly rate	3.4



#### 7.2.6.2(e) *Cancellation of engagement*

If an engagement that has been made is cancelled by the employer at a time which is less than 10 days prior to the date of the **performance** for which the employee was engaged, the employee will receive payment in full. If an open air **performance** is postponed because of rain the employee will receive half the fee if such an employee is re-engaged for subsequent presentation not later than three weeks after the date of the postponement, otherwise the employee will receive full payment.

#### 7.2.7 **Auditions**

If the number of auditions requested by an employer exceeds three in a 28 day period, the potential employee will be paid for each audition at the casual rate as prescribed in clause 7.2.6.

#### 7.2.8 **Special provisions for Company Dancers**

##### 7.2.8.1 Training Level

7.2.8.1(a) Engagement of dancers at the training level will be subject to agreement between the employer concerned and the prospective employee. Such agreement will include all aspects of the traineeship including the wage to apply. In reaching agreement on specific traineeships it is envisaged that the standard principles applying to traineeships will apply.

7.2.8.1(b) An employee engaged at the Training Level will be paid in the range of \$703.10 to \$824.80 per week. An adult employee engaged at the Training Level will be paid no less than the adult minimum wage as determined by the **Commission**.

7.2.8.1(c) Provided that a **Company Dancer** who is aged less than 16 years and who is engaged as a full-time member of the company will be paid no less than the relevant adult minimum wage.

##### 7.2.8.2 Auditions

An employee required to participate on an audition panel must be paid for their participation at the appropriate **call** rate.

### **CLAUSE 7.3 SPECIAL ALLOWANCES**

OPDATE 05:12:2011 on and from

#### 7.3.1 **Wardrobe and make-up**

7.3.1.1 The employer will reimburse employees for the cost of:

- (a) special body make-up other than facial make-up if required by the employer;
- (b) make-up for supernumeraries; and
- (c) shoes of suitable physical requirement as required by a **performance**.

Provided that where the employer provides special body make-up, make-up for supernumeraries or required shoes, such reimbursement will not apply.

7.3.1.2 An employee required by the employer to provide any suit, frock, costume, stockings, leotards and fleshings, wigs and appurtenances and haberdashery or other article, not in the employee's possession will be reimbursed their actual cost. Provided that where these articles are already in the employee's possession, the employer will pay the employee an allowance of \$8.20 per week for each suit, frock, costume, stockings, leotards and fleshings, wigs and appurtenances and haberdashery or other article supplied by that employee with a minimum payment of \$10.50 per week plus a sum of \$4.15 per week for each pair of shoes, where such articles are required by the employer to be used in **performance** or rehearsal.

### 7.3.2 **Nude allowance**

An employee who agrees to appear nude or semi-nude will be paid no less than an additional 2.75% of the **standard rate** per week.

### 7.3.3 **Assistant Stage Manager**

An employee who as part of their duties is required by the employer to act as an Assistant Stage Manager will be paid 5.4% of the **standard rate** per week in addition to the applicable weekly.

### 7.3.4 **Driver**

An employee who is required to perform work as driver or a person in charge whilst on tour will be paid not less than 7% of the **standard rate** per week in addition to the per week rate.

### 7.3.5 **Special attendances - other than television or radio**

#### 7.3.5.1 Attendance prior to commencement of employment

7.3.5.1(a) A prospective employee may be required by the employer for the purposes of wardrobe, fitting, publicity, public relations, still photography or any matter connected with an employer's business (except radio or television appearances and/or interviews), to attend at the employer's place of business, a still photographic studio or in another location agreed between the employer and the prospective employee.

7.3.5.1 (b) The employer will pay the prospective employee for the time of such attendance, including travel time, pro rata at the casual rehearsal rate prescribed by Clause 7.2.6 Casuals, with a minimum payment for three hours.

7.3.5.1 (c) The employer will pay the prospective employee for the cost of travel to any venue or location. Such attendance will be within the ordinary hours of work prescribed in Clause 7.5 Ordinary Hours of Work and Rostering.

#### 7.3.5.2 Attendance during period of employment

If, for the purpose of wardrobe, fitting, publicity, public relations, still photography or any other matter connected with the employer's business the employer directs an employee to attend for that purpose, the time of such attendance will be counted as time worked with a minimum time to be credited to an employee of two hours for each attendance. However, should such a special attendance be required before, during or after a rehearsal or **performance call**, the time so spent will be counted as time worked.

### 7.3.6 Making of an advertisement - television or radio

Where a segment of a production in which an employee is performing is filmed or otherwise recorded for publicity purposes and is made up to an advertisement for the production for the purposes of being transmitted by television or radio as paid advertisement the employee will be paid 4.9% of the **standard rate** per hour with a minimum payment as for four hours.

### 7.3.7 Recording of a live production

7.3.7.1 Engagement under the terms of this Award is for live **performance**. Except as provided for in clause 7.5, recording of a live production will be subject to the following:

- (a) the terms and conditions for a recording of a live production will be agreed between the employer and the employee and such agreement will be made in writing prior to the commencement of such recording; and
- (b) reasonable written notice by the employer of the intention to record a live production in accordance with this clause will be given prior to the proposed recording to employees.

## CLAUSE 7.4 SPECIAL ALLOWANCES APPLICABLE TO PERFORMERS

OPDATE 05:12:2011 on and from

### 7.4.1 Understudy allowances

7.4.1.1 The following definitions apply:

**Star role** is a role where the salary of the employee concerned exceeds the **upper salary limit figure** prescribed in Clause 1.5 Definitions.

**Leading role** is a role where the salary of the employee concerned exceeds double the Performer Category 1 Grade 1 rate prescribed in Level 7 of Clause 5.1.1 Classifications and Minimum Wages but is less than the **upper salary limit figure** as set out in the preceding provision.

**Supporting role** is a role where the employee is required to speak more than 40 words or sing solo more than 40 bars of music in the aggregate, or dance solo more than 40 bars of music in the aggregate. A supporting role includes a situation where an employee performs such a role as part of a duo, trio or quartet.

**Minor supporting role** is a role of lesser requirements than those that apply for a supporting role.

**Swing performer** is an employee who is engaged to understudy multiple roles in a production and who does not normally appear costumed on stage before an audience during the **performance**.

7.4.1.2 Weekly allowance

If an employee is required by the employer to act as understudy, the employee will be paid an additional amount for each part as follows:

<i>Part understudied</i>	<i>% of standard rate per week</i>
Star role	6.78
Leading role	4.84
Supporting role	2.91
Minor supporting role	2.32

#### 7.4.1.3 Per performance allowance

If an employee is required to perform in a part in which they are acting as understudy, the employee will be paid an additional amount per **performance** as follows:

<i>Part understudied</i>	<i>% of standard rate per week</i>
Star role	14.54
Leading role	9.68
Supporting role	5.82
Minor supporting role	4.64

7.4.1.4 Agreement may be reached between a swing performer and the employer that the employee can appear costumed on stage once during the **performance** for the duration of one musical number. Such appearance will not exceed 10 minutes duration.

#### 7.4.2 **Dance Captain allowance**

A member of the ensemble of performers who acts as Dance Captain or who under the direction of the employer or the employer's representative supervises the work of the ensemble of performers will be paid not less than 5.18% of the **standard rate** per week in addition to the per week rate.

#### 7.4.3 **Special allowances applicable to Company Dancers**

##### 7.4.3.1 Shoe allowance

The employer will reimburse employees the cost of:

- (a) pointe shoes as required;
- (b) at least eight pairs of flat ballet shoes per year; and
- (c) appropriate footwear for use on non-dance surfaces where a work is specifically choreographed for such a surface.

Provided that where the employer provides the above shoes/footwear, such reimbursement will not apply.

#### 7.4.3.2 Deputy Ballet Master/Mistress

- (a) A member of the company of dancers who acts on a regular basis as Deputy Ballet Master/Mistress and who, under the direction of the Artistic Director, supervises classes and performs other related additional duties, will be paid not less than 12.19% of the **standard rate** per week in addition to the per week rate.
- (b) A member of the company of dancers who, on the direction of the Artistic Director supervises classes on an irregular basis will be paid a fee of not less than 6.09% of the **standard rate** per class in addition to the per week rate.

#### 7.4.4 **Adjustment of expense related allowances**

7.4.4.1 At the time of any adjustment to the **standard rate**, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted. The operative date for any adjustment will be from the first pay period commencing on or after 1 July.

7.4.4.2 The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<i>Allowance</i>	<i>Applicable Consumer Price Index figure</i>
Wardrobe and make-up allowance	Clothing and footwear group

### **CLAUSE 7.5 ORDINARY HOURS OF WORK AND ROSTERING**

OPDATE 05: 12: 2011 on and from

7.5.1 A prospective employee may be required by the employer to attend for the purposes of wardrobe, fitting, publicity, public relations, still photography or any matter connected with an employer's business (except radio or television appearances and/or interviews) and will be paid for such attendance, including travel time, pro rata at the casual rehearsal rate prescribed by clause 7.2.6.2, with a minimum payment for three hours.

#### 7.5.2 **Performers**

##### 7.5.2.1 General conditions

- 7.5.2.1(a) The ordinary hours of work are 38 in any one week.
- 7.5.2.1(b) Such hours will be worked on not more than six days in any one week.
- 7.5.2.1(c) Such hours will not exceed eight in any one day.
- 7.5.2.1(d) Such hours of work will be worked between the hours of 9.00 am and 11.15 pm.
- 7.5.2.1(e) The minimum time to be credited to an employee for each whole time **performance** or dress rehearsal given will be 2.5 hours plus 30 minutes prior to the commencement of the **performance** for dressing and making up, and 15 minutes at the conclusion of the **performance** for dressing down.

- 7.5.2.1(f) The minimum time to be credited to an employee for each **performance** up to one hour in duration or dress rehearsal will be one hour plus 30 minutes prior to the commencement of the **performance** for dressing and making up, and 15 minutes at the conclusion of the **performance** for dressing down.
- 7.5.2.1(g) The minimum time to be credited to an employee for each rehearsal or any extra session such as wardrobe and photo calls, will be two hours provided that where extra calls are held either immediately before or after a rehearsal or **performance call** they will only be counted as time worked.
- 7.5.2.1(h) The employer will have the right to lay off an employee at the applicable award rate for not more than three weeks during such period of 26 weeks (pro rata for any period of less than 26 weeks), provided that:
- (i) lay-off time may be accumulated to a total of three weeks; and
  - (ii) a lay-off will only be applied on movement of a production from one theatre to another, excepting by mutual agreement between the employer and the employee.
- 7.5.2.1(i) Payments made in a **broken week** or where a production is transferred from one location to another and where layoff time is not applicable will be on the following basis:
- (i) rehearsal days at the beginning of the engagement will be paid at one sixth of the employee's salary;
  - (ii) performances at the conclusion of the engagement will be paid at one eighth of the employee's salary; and
  - (iii) where a production is transferred from one location to another and where layoff time is not applicable and where a mix of performing and non-performing days occur, the employee will receive their ordinary **performance** salary in full.

#### 7.5.2.2 Country tour

- (a) If engaged on a country tour, travel on any day on which a **performance** or rehearsal is to be held will occur between the hours of 9.00 am and 4.00 pm.
- (b) On any other day between 9.00 am and 7.00 pm.

#### 7.5.2.3 Travel time to be counted as time worked

Should the employer during the course of a normal day's work require the employee to travel, the travelling time inclusive of regular stops for comfort and refreshment will be counted as time worked.

#### 7.5.2.4 Organisation of work

- 7.5.2.4(a) A break of 11 clear hours between completion of one day's work and the commencement of another will be given to the employee.
- 7.5.2.4(b) On a day on which no **performance** is worked, the hours worked will be continuous except for breaks prescribed.
- 7.5.2.4(c) Within the ordinary daily hours of work employees may be required to undertake:

- (i) vocal and physical warm up immediately prior to a **performance** or dress rehearsal sufficient to minimise injury; and
- (ii) classes and/or notes reasonably required to be completed by the employer.

7.5.2.4(d) No rehearsal may be held on a day when more than one **performance** of a substantially whole time nature is given, except in the case of an emergency and with the agreement of the majority of the cast.

#### 7.5.2.5 School tours

7.5.2.5(a) The ordinary hours during which a school **performance** may be held will be within the usual school hours in that school and up to one hour after such usual school hours, provided that an employee is not required to be at any central pick-up point more than one hour before the usual school starting time.

7.5.2.5(b) There will be a break of at least 40 minutes clear of any dressing, undressing, making up or taking-off make-up provided for lunch.

7.5.2.5(c) There will be a break of at least 15 minutes between the conclusion of one **performance** and the commencement of another **performance** in the same school.

7.5.2.5(d) An employee will not, on anyone day, be required to make more than one move from one school to another.

7.5.2.5(e) An employee will travel as directed by the employer by mutual agreement between the employee and the employer.

7.5.2.5(f) Where an employee requests to make their own way to the next working venue and the employer agrees, the employee will be paid an allowance equal to the money that would have been paid by the employer on their travelling by the form of transport by which the employer did or would have transported the employee or the remainder of the company.

#### 7.5.2.6 Number of performances

The number of performances constituting a week's work will not exceed:

- (a) 10 when such performances are each of no longer duration 1.5 hours (or two hours inclusive of discussion subsequent to **performance**): or
- (b) fifteen when such performances are each of no longer than one hour.

Each **performance** in excess of 10 or 15 (as the case may be) will be paid for at the rate of 1/10th of the employee's weekly wage extra.

### 7.5.3 **Company Dancers**

#### 7.5.3.1 General conditions

7.5.3.1(a) The ordinary hours of duty will not exceed 38 in any one week. No more than seven hours and 36 minutes on any one day will be worked.

7.5.3.1(b) The employer will use their best endeavours to schedule five classes a week that will be compulsory and counted as time worked.

- 7.5.3.1(c) In circumstances where the **performance** and rehearsal schedule of an individual employee is onerous or where some other special circumstance exists, the employer may provide by prior arrangement that an employee need not attend a scheduled class. Such non-attendance is to be without loss of pay.
- 7.5.3.1(d) Any non-attendance at a class (without reasonable explanation) other than in accordance with the provisions of this subclause, or as elsewhere prescribed in this Award, will be subject to loss of pay.
- 7.5.3.1(e) The minimum time to be credited to an employee for a whole time **performance** or dress rehearsal will be 3.75 hours (inclusive of warm-up, dressing and making up, and warm-down, undressing and removing make-up). An employee will be credited with 3.75 hours of working time for each **performance** in which the employee takes part.
- 7.5.3.1(f) Thirty minutes will be allowed for a warm-up/class before the employee will be required to perform or rehearse.
- 7.5.3.1(g) The preparation time referred to herein and the warm-up time provided under clause 7.5.3.1(f) will be regarded in total and it will be at the discretion of the employee as to the order in which preparation and warm up are carried out.
- 7.5.3.1(h) A break of 12 hours clear of warm-up, dressing, making up, warm-down, undressing and removing make-up will be given to an employee between completion of one day's work and the commencement of another, provided that in the case of travelling and/or schools work on the following day the break may be reduced to 11 hours if necessary.

#### 7.5.3.2 Times of rehearsal

During a week in which rehearsals only are held and during which no **performance** is given, the following provisions will apply:

- (a) The maximum number of hours worked per week will be 38.
- (b) Rehearsals will be held on Monday to Friday provided that a rehearsal may be held on a Saturday if the employee is given a day off instead on the following Monday or on some other day as is mutually agreed. As far as possible such other day off will be in the week following the Saturday rehearsal.
- (c) A maximum of seven hours and 36 minutes will be worked on any one day.
- (d) Rehearsals will not commence before 9.30 am and will be concluded by 6.30 pm provided that by mutual agreement between the employer and employee rehearsals may be held in the afternoon and evening and in such cases will commence not earlier than 1.30 pm and will conclude by 10.30 pm, except in the week prior to commencement of a new production where rehearsals will end by 11.00 pm.
- (e) There will be a break of at least one hour for lunch to be given between the hours of 12 noon and 2.00 pm.
- (f) Where afternoon and evening rehearsals are agreed upon under clause 7.5.3.2(d) there will be a dinner break of 1.5 hours to be given between the hours of 5.00 pm and 7.30 pm provided that the length of such break may be varied by mutual agreement between the employer and the employee. However, in no case will the dinner break be less than one hour.



- (g) When more than one rehearsal **call** or **call** for other work is made on one day, an interval of one hour will be given to employees after each four hour period of work. The said interval will be clear of any dressing, undressing, redressing, make-up or other work.
- (h) There will be a 15 minute rest/tea break given in the morning following class and a 15 minute break given during the afternoon or evening rehearsal session.
- (i) In the period of one week prior to commencement of a new production, a maximum of 44 hours may be worked in the six days, Monday to Saturday inclusive.
- (j) No rehearsal may be required on Christmas Day or Good Friday.
- (k) All rehearsals will be regarded as continuous from the starting time to the finishing time each day, except by mutual agreement.

#### 7.5.3.3 Rehearsal and performance

- 7.5.3.3(a) The maximum number of ordinary hours worked in any week in which performances and rehearsals take place will not exceed 38 hours.
- 7.5.3.3(b) A maximum of seven hours and 36 minutes will be worked on any one day.
- 7.5.3.3(c) No rehearsal may be held on a day when more than one whole time **performance** is held except in the case of an emergency cast replacement.
- 7.5.3.3(d) On any day in which one **performance** only is given, one rehearsal/session of four hours may be given by the employer except as otherwise provided in this Award. Such rehearsal/class will not commence before 10.30 am unless otherwise agreed the employee's rehearsal on any such day will end no later than four hours prior to the **call** for the next **performance** of the employer's production in which the employee will appear.

#### 7.5.3.4 Performance

- 7.5.3.4(a) The ordinary hours during which a **performance** may be held will be from 10.00 am (commencement of a **performance**) to 11.30 pm (conclusion of a **performance**) on any six days Monday to Saturday. Should a **performance** extend beyond 11.30 pm the employee will receive a rate of double time for all time worked after 11.30 pm.
- 7.5.3.4(b) There will be a break of not less than 45 minutes clear of warm-up, dressing, undressing, make-up or taking off make-up between the conclusion of one **performance** and the commencement of another **performance** on the same day except if the parties agree otherwise.
- 7.5.3.4(c) If there is a break of less than two hours between the conclusion of one **performance** and the beginning of the next **performance** on the same day, the employer will provide the employee with a satisfactory meal. Alternatively, the employer may pay to the employee an amount of \$15.43 instead of the said meal.

7.5.3.4(d) A **performance** will not exceed 3.75 hours in duration, provided that in the case of a **performance** with two intervals, the maximum **performance** time will be four hours. Such 3.75 or four hours will include warm-up, dressing and making up time and taking off make-up and undressing time as specified in clause 7.5.3.1.

7.5.3.4(e) An employee will be credited with at least 3.75 hours of working time for each **performance**.

#### 7.5.3.5 Number of performances

7.5.3.5(a) The maximum number of performances for which the ordinary weekly rate is paid will be:

	<i>Performance length</i>	<i>Maximum number of performances</i>
Performers	A substantially whole time production or <b>pantomime</b>	8
	Up to one hour in duration	12
Company Dancers	A substantially whole time production or <b>pantomime</b>	7
	Up to one hour in duration	10

7.5.3.5(b) Where additional performances are undertaken as part of the ordinary hours of work the following provisions will apply:

- (i) in the case of additional performances of a substantially whole time production (excepting **pantomimes**), the employee will be paid 12.5% of their ordinary weekly wage for each additional **performance** above eight;
- (ii) in the case of additional performances of **pantomime** exceeding eight but not exceeding 12, the employee will be paid an additional 12.5% of their ordinary weekly wage for the first **performance** exceeding eight and then an additional 6.25% of their ordinary weekly wage for each **performance** in excess of the ninth **performance** in any such week; and
- (iii) in the case of performances up to one hour in duration, an additional payment of 10% of their weekly wage for each **performance** above 12.

7.5.3.5(c) If an employee is **engaged by the weekly** engagement to appear in two or more different contemporaneous productions for the same employer, each production will be deemed to be a separate week's engagement for the purpose of this clause, but this will not apply when one of the productions is a **pantomime**, in which case the employee will be paid 12.5% of their weekly wage additional for each **performance** exceeding eight in a week.

#### 7.5.4 Rosters

##### 7.5.4.1 Performers

An employee will be given at least 24 hours' notice of any change in their rehearsal and/or **performance** scheduled hours except during the seven day period prior to the opening **performance** in which case 12 hours' notice will be given.

##### 7.5.4.2 Company Dancers

7.5.4.2(a) A roster of **performance** and rehearsal hours will be provided by the employer weekly, giving the employee at least three days' notice of their forthcoming schedule. A copy of such roster will be made available to each employee and a master copy will be prominently displayed on a noticeboard.

7.5.4.2(b) An employee will be given at least 48 hours' notice of any change in their rehearsal and/or **performance** hours except in the case of emergency, or during the seven day period prior to the opening **performance**, in which case 12 hours' notice will be given.

#### 7.5.5 Breaks

7.5.5.1 No employee will be required to work continuously in excess of four hours, or by agreement with a majority of the cast involved five hours, without a substantial break for a meal, recuperation and/or refreshment.

7.5.5.2 A break will be of a minimum duration of one hour if taken before 4.00 pm or 1.5 hours if taken after that time.

7.5.5.3 Such breaks will be unpaid.

7.5.5.4 During rehearsals a reasonable refreshment break will be provided to employees to be counted as time worked.

7.5.5.5 There will be a break of not less than 45 minutes clear of dressing, undressing, making up or taking off make-up between the conclusion of one **performance** and commencement of another **performance** on the same day. If there is a break of less than two hours between the conclusion of one **performance** and the beginning of the next **performance**, the employer will provide an employee with a satisfactory meal, including tea and coffee. Alternatively, the employer may pay to the employee an amount of \$23.98 instead of the said meal.

7.5.5.6 There will be a clear break between the conclusion of a full rehearsal and the commencement of another full rehearsal or **performance** of one and a half hours.

#### 7.5.6 Breaks for travel

7.4.6.1 The minimum breaks for travel will be as set out below, except where the employer and the employee agree otherwise:

(a) There will be no work done by an employee on a day in which travel to and from the following places occurs:

- (i) Sydney/Perth;
- (ii) Brisbane/Perth;
- (iii) Melbourne/Perth.

- (b) Where an employee is required to travel other than as specified above, a two hour break will be given between arrival at the destination point and any rehearsal **call** or **performance**.

#### 7.5.7 Adjustment of expense related allowances

7.5.7.1 At the time of any adjustment to the **standard rate**, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted. The operative date for any adjustment will be from the first pay period commencing on or after 1 July.

7.5.7.2 The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<i>Allowance</i>	<i>Applicable Consumer Price Index figure</i>
Meal allowance	Take away and fast foods sub-group

### CLAUSE 7.6 OVERTIME AND PENALTY RATES

OPDATE 05:12:2011 on and from

#### 7.6.1 Performers engaged by the week or for a longer period

7.6.1.1 All time worked in excess of eight hours on any one day will be paid for at the rate of time and a half for the first two hours and double time.

7.6.1.2 Subject to 7.6.1.3 all time worked in excess of 38 hours in any one week will be paid at the rate of time and a half for the first two hours and double time thereafter.

7.6.1.3 All hours worked during an engagement, or each 12 month period from the first date of engagement whichever is the earlier, (including rehearsals and performances) in excess of an average of 38 hours per week will be paid at the rate of time and a half at the completion of the engagement or the completion of each 12 month period from the first date of engagement, whichever is the earlier.

#### 7.6.2 Performers engaged casually other than supernumeraries

7.6.2.1 An employee required to work beyond the hour of 11.30 pm or who is detained for work or any other reason beyond the hour of 11.30 pm by the employer will be paid at the rate of 1/12<sup>th</sup> of the appropriate casual rate for such employee for each half hour or part thereof beyond 11.30 pm that the employee is required to work or is detained, in addition to any other payments for overtime, etc. and the ordinary fee applicable to such employee.

7.6.2.2 If a **performance** is longer than three hours or if the employee is detained by the employer during an engagement for a **performance** for more than three hours (excluding dressing/making up and dressing/removing make-up etc.) the employee will be paid at the rate of one sixth of the casual rate for each half hour or part thereof in excess of three hours that the employee is detained by the employer.

### 7.6.3 General - applicable to weekly or casual engagements

Where any of the intervals or breaks due to an employee as set out in this Award are curtailed or extended beyond the hours specified, overtime at the rate of time and a half will be paid for each 15 minutes or part thereof of such curtailment or extension.

### 7.6.4 Company Dancers

#### 7.6.4.1 Engaged by the week or for a longer period

7.6.4.1(a) The employee's hourly rate of pay will be calculated by dividing the weekly rate by 38.

7.6.4.1(b) For the purposes of calculating overtime, each day's overtime will stand alone. Overtime will be calculated strictly on the basis of actual time worked.

7.6.4.1(c) Where an employee is paid for an extra **performance** pursuant to clause 7.5.3.5(b) and (c), the hours paid for in relation to such extra **performance** will not be taken into account when calculating the weekly total of hours.

7.6.4.1(d) All work performed in excess of the prescribed weekly total of hours or outside the prescribed spread or range of hours or as the result of a prescribed break or interval having been curtailed or extended beyond the hours specified will be paid for at the rate of time and a half for the first two hours and double time thereafter.

7.6.4.1(e) In the case of an emergency cast replacement where a rehearsal is held on a day when two performances are given, overtime will be paid at the rate of time and a half for the first two hours and double time thereafter for the duration of the rehearsal period.

#### 7.6.4.2 Engaged casually

An employee required to work beyond the hour of 11.30 pm or who is detained for work or any other reason beyond the hour of 11.30 pm by the employer will be paid at the rate of 1/12<sup>th</sup> of the appropriate casual rate for such employee for each half hour or part thereof in addition to any other payments for overtime, etc. and the ordinary fee applicable to such employee.

### 7.6.5 Sundays

For any work done on Sundays, including rehearsal, the minimum rates per **performance** or three hour rehearsal session will be as follows:

#### 7.6.5.1 Payment for employees engaged by the week or for a longer period

7.6.5.1(a) Where the time worked is in addition to the employee's prescribed weekly hours of work, the employee will be entitled to payment of an amount equivalent to one third of the employee's weekly wage in addition to the employee's wage for the week.

7.6.5.1(b) Where the time worked is part of the employee's prescribed weekly hours of work, the employee will be entitled to payment of an amount equivalent to one sixth of the employee's wage for the week in addition to the employee's wage for the week, provided also that the employee's hours of work in that week will be arranged to provide the employee with one complete day off duty in that week.

- 7.6.5.1(c) If an employee is required by the employer to travel on a Sunday, the employee will be given a day off instead in the following week, provided that if a day off is not provided, the employee will be paid 8.3% of the employee's weekly wage in addition to the wage for the week for travel of up to three hours duration, and  $1/38^{\text{th}}$  of the weekly wage for each half hour or part thereof for travel in excess of three hours.

7.6.5.2 Payment for employees engaged casually

Employees engaged casually will be entitled to payment for work on Sundays as follows:

- (a) for a **performance**, double the prescribed minimum rate per **performance**;  
or
- (b) for a rehearsal, double the prescribed casual hourly rate rehearsal rate with a minimum payment as for four consecutive hours.

## PART 8 – MUSICIANS

### CLAUSE 8.1 TYPES OF EMPLOYMENT

OPDATE 05:12:2011 on and from

8.1.1 A musician may be engaged:

8.1.1.1 Weekly for the *run of the play or plays* in a particular place or places;

8.1.1.2 On an ongoing weekly basis;

8.1.1.3 On a weekly part-time basis; or

8.1.1.4 Casually.

#### 8.1.2 Weekly employees

8.1.2.1 A musician will be engaged for a minimum of six calls per week and paid as a weekly employee for at least one week and where the employee so requires, the employer will confirm the engagement in writing.

8.1.2.2 The weekly wage prescribed by this Award will be paid to each weekly employee who is ready and willing to perform the work provided by the Award during any week, whether the employee is required to perform such work or not. This provision will apply to all engagements whether for open air performances or otherwise.

8.1.2.3 Where a musician is engaged as a weekly employee for any fixed number of calls per week, the number of calls will not be reduced, except by notice of not less than one week.

8.1.2.4 Where a musician is required by an employer to go on tour, such employee will be deemed to be in the employment of the employer for at least from the time at which the employee begins to travel on the tour and to remain in such employment at least until they finish travelling on the return from the tour.

#### 8.1.3 Part-time weekly employee

8.1.3.1 A part-time weekly employee will be an employee engaged for a minimum of two calls per week and a maximum of six calls per week for a period of not less than four consecutive weeks. Where the employee so requires, the employer will confirm the engagement in writing.

8.1.3.2 A part-time weekly employee will be entitled to the same conditions of employment as a weekly employee is entitled to under this Award. Such entitlement will be proportionate to the average hours worked per week by the employee.

#### 8.1.4 Casual employees

8.1.4.1 Where an employee is not engaged as a weekly employee or part-time weekly employee, such employee will be engaged as a casual employee.

8.1.4.2 At least 48 hours' notice will be given of cancellation of a casual engagement either personally or to an address to be notified to the employer by the employee at the time of engagement, failing which, full payment will be made.

**CLAUSE 8.2 MINIMUM WAGES**

OPDATE 01:07:2018 1<sup>st</sup> pp on or after

8.2.1 Minimum wages for Musicians are set out in Clause 5.1.1 Classifications and Minimum Wages.

**8.2.2 Weekly employees**

Musicians will be engaged by the **call**. The **call** rate is calculated by dividing the appropriate minimum weekly wage by 24 with a minimum payment as for three hours. The minimum weekly wage for musicians is the hourly wage below multiplied by the number of hours worked.

<i>Minimum hourly wage</i>	\$
Musicians	40.00
Musicians accompanying artists	42.09
Principal Musicians	46.99
Conductor-Leader	50.96

**8.2.3 Casual employees**

The minimum rate of pay for all casual employees as defined will be the total minimum hourly rate prescribed in clause 8.2.2 of this Award plus 25% with a minimum of three hours for each engagement.

**8.2.4 Conductor-Leader**

A Conductor-Leader will receive the following allowances:

8.2.4.1 Where there are three or more musicians, the allowance will be the appropriate rate plus 13.3%.

8.2.4.2 A Conductor-Leader employed in grand opera, grand ballet, concerts or religious **performance** will receive the appropriate rate plus 10%.

**8.2.5 Instrumentalist playing alone**

The rate for an instrumentalist playing alone will be the appropriate rate plus 17.5%.

**8.2.6 Repetiteur rate**

The rate for a **repetiteur** will be the appropriate rate plus 12.5%.

**CLAUSE 8.3 SPECIAL ALLOWANCES**

OPDATE 05:12:2011 on and from

8.3.1 Where an employee is required to double on one or more additional instruments, (provided that a percussionist will receive such allowance in respect of each of the xylophone, vibraphone, tympani, and either (but not both) marimba and glockenspiel), the following **doubling** allowance will apply:

8.3.1.1 For each instrument supplied by the musician, the rate will be 1.8% of the **standard rate** per additional instrument per **call** or 14.5% of the total minimum **call** rate, whichever is the greater.

8.3.1.2 For each instrument supplied by the employer, the rate will be 1.3% of the **standard rate** per additional instrument per **call** or 9.5% of the total minimum **call** rate, whichever is the greater.



### 8.3.2 Supply of music

An employee required to supply their own music will receive the following allowance:

8.3.2.1 Weekly employee - 1.3% of the **standard rate** per week; or

8.3.2.2 Casual employee - 4% of the **standard rate** per **call**.

### 8.3.3 Soloists

An employee performing solo in an orchestra will receive 0.7% of the **standard rate** per instrument per **call**.

### 8.3.4 Setting up time

Where a drummer or electronic instrumentalist is required by the employer to move their equipment to and from their place of employment, they will receive in addition to their normal rate an allowance equal to 15 minutes of work at the ordinary time rate of pay.

### 8.3.5 Employee playing in specialty entertainments

Where an engagement customarily accepted as speciality is for more than six days, the rate will be the appropriate rate plus 66.7%.

### 8.3.6 Broadcast, telecast, filmed or recorded

Where an employee is broadcast, telecast, filmed or recorded from a theatre or other place of entertainment during the course of such entertainment, in addition to the appropriate rate of pay the employee will receive:

8.3.6.1 For a televised **performance**:

- (a) 14.02% of the **standard rate**;
- (b) if a Principal, the payment in clause 8.3.6.1(a) and an additional 25%;
- (c) for **doubling**, 25% extra per additional instrument per **call**; and
- (d) for **overdubbing**, an additional minimum **call** fee,

8.3.6.2 For a radio broadcast:

- (a) as a minimum payment for a **call** up to three hours in which there can be 21 minutes of finished material, 15.12% of the **standard rate**;
- (b) if a Principal, the payment in 8.3.6.2(a) and an additional 25%;
- (c) for **doubling**, 25% extra per additional instrument per **call**;
- (d) or **overdubbing**, an additional minimum **call** fee; and
- (e) for any time worked in excess of the initial three hour **call** in respect of completion of the initial 21 minutes of finished recording, payment at the rate of time and a half, with a minimum payment of one hour,

8.3.6.3 For simulcast (radio and television, single use within Australia):

- (a) 28.82% of the **standard rate** extra; and
- (b) if a Principal, the payment in clause 8.3.6.3(a) and an additional 25%.

- 8.3.6.4 For an audio-visual or visual recording of a **performance**:
- (a) 20.70% of the **standard rate**;
  - (b) if a Principal, the payment in clause 8.3.6.4(a) and an additional 25%; and
  - (c) for **doubling**, 25% extra per additional instrument per **call**;
  - (d) for **overdubbing**, an additional minimum **call** fee,
- 8.3.6.5 For an audio recording of a **performance**:
- (a) 15.12% of the **standard rate** for which there can be 21 minutes of finished material;
  - (b) if a principal, the payment in clause 8.3.6.5(a) and an additional 25%; and
  - (c) for **doubling**, 25% extra per additional minimum **call** fee;
  - (d) to record more than 21 minutes of finished material, the employee will be paid at time and a half for a minimum of one hour,
- 8.3.6.6 The provisions of clause 8.3.6 of this Award will not apply to an **archival and/or reference recording** as defined. Subject to an agreement between an employer and an employee who participated in an **archival and/or reference recording** the employer will pay those employees no less than the applicable rate set out in paragraphs 8.3.6.1 to 8.3.6.5 above.
- 8.3.7 **Upkeep allowances**
- 8.3.7.1 Each employee (including a casual employee) who supplies one or more instruments must be paid an instrument upkeep allowance of \$12.70 per instrument per week for weekly employees and \$1.59 per instrument per call for casual employees.
- 8.3.7.2 A harpist employed on a weekly basis must be paid an instrument upkeep allowance of \$28.13 per week and a casual employee must be paid an allowance of \$4.19 per **call**.
- 8.3.7.3 Where a percussionist provides the **complete percussion kit**, or a substantial part of the percussion kit, as defined in clause 1.5 Definitions, they must be paid in addition to their ordinary rate of pay an allowance of \$10.14 per week.
- 8.3.8 **Adjustment of expense related allowances**
- 8.3.8.1 At the time of any adjustment to the **standard rate**, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted. The operative date for any adjustment will be from the first pay period commencing on or after 1 July.
- 8.3.8.2 The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<i>Allowance</i>	<i>Applicable Consumer Price Index figure</i>
Upkeep allowance	Tools component of the household appliances, utensils and tools sub-group

#### **CLAUSE 8.4 ORDINARY HOURS OF WORK AND ROSTERING**

OPDATE 05:12:2011 on and from

8.4.1 Subject to the overtime provisions of this Award, the duration of a **call** will not exceed three hours and will include all intervals and breaks as time worked.

#### **8.4.2 Breaks**

8.4.2.1 All employees will be entitled to a break of not less than 15 minutes in each **call** of more than two hours.

8.4.2.2 For the purposes of clause 8.4.2.1, break will mean and include a period in which an employee will not be required to perform musical services and will count as time worked.

8.4.2.3 At least one hour's break will be observed between two or more calls per day. For the purposes of this clause, the break will not count as time worked.

#### **8.4.3 Overtime and penalty rates**

8.4.3.1 All time worked on Monday to Saturday inclusive over or outside the prescribed time of any **call** will be paid for at time and a half the appropriate ordinary rate, provided that work performed after 12 midnight and before 7.00 am will be paid at double the appropriate ordinary rate.

8.4.3.2 Any **call** in excess of two worked on any one day will be paid for at the rate of time and a half.

8.4.3.3 Overtime payments will be made in respect of each quarter hour or part thereof, provided that where the time limit of a **call** is exceeded by five minutes or less, such time will not be counted for the purposes of this clause.

8.4.3.4 If an employee is directed to appear at a **call** which commences within one hour of the conclusion of a **call** at which such employee has appeared, the employee will be paid for such second **call** at the overtime rate prescribed herein unless there has been a complete change of audience between such two calls.

#### **8.4.4 Sundays**

8.4.4.1 Except as otherwise provided in this Award, all work performed on Sundays will be paid for at the following rates:

- (a) For weekly employees, at double the appropriate rate payable for work performed on ordinary days with a minimum payment as for three hours.
- (b) For casual employees, at double the appropriate rate payable for work performed on an ordinary day.

8.4.4.2 If an employee is required by their employer to travel on a Sunday, such employee will, unless paid in pursuance of the provisions of this Award for working on the said Sunday, be paid \$10.70 in addition to the allowance elsewhere prescribed by this Award.

#### 8.4.5 Adjustment of expense related allowances

8.4.5.1 At the time of any adjustment to the **standard rate**, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted. The operative date for any adjustment will be from the first pay period commencing on or after 1 July.

8.4.5.2 The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<i>Allowance</i>	<i>Applicable Consumer Price Index figure</i>
Travel allowance	Transportation group

## PART 9 – STRIPTEASE ARTISTS

### CLAUSE 9.1 TYPES OF EMPLOYMENT

OPDATE 05:12:2011 on and from

9.1.1 Employees under this award will be employed in one of the following categories:

9.1.1.1 Full-time employees;

9.1.1.2 Part-time employees; or

9.1.1.3 Casual employees.

9.1.2 At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.

#### 9.1.3 Full-time employees

9.1.3.1 An employer may employ full-time employees in any classification in this Award.

9.1.3.2 The hours of work of a full-time employee are an average of 38 per week.

9.1.3.3 The arrangement for working the average of 38 hours per week is to be agreed between the employer and the employee.

9.1.3.4 At the time of engagement the employer and the full-time employee will agree in writing on the arrangement of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.

9.1.3.5 Any agreed variation to the arrangement of work will be recorded in writing.

9.1.3.6 All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause 9.5 – Overtime and penalty rates.

9.1.3.7 A full-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate.

9.1.3.8 For all ordinary time worked after 7.00 am Sunday and before 7.00 am Monday, a 75% loading will be added to the hourly rate.

9.1.3.9 The number of hours for any one shift can be no greater than 10 hours.

#### 9.1.4 Part-time employees

9.1.4.1 An employer may employ regular part-time employees in any classification in this Award.

9.1.4.2 A part-time employee is an employee who:

(a) works less than full-time hours of 38 per week;

(b) has reasonably predictable hours of work; and

(c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

- 9.1.4.3 At the time of engagement the employer and the part-time employee will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
- 9.1.4.4 Any agreed variation to the regular pattern of work will be recorded in writing.
- 9.1.4.5 An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.
- 9.1.4.6 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 9.1.5.
- 9.1.4.7 All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed clause 9.5 – Overtime and penalty rates.
- 9.1.4.8 A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate.
- 9.1.4.9 For all ordinary time worked after 7.00 am Sunday and before 7.00 am Monday, a 75% loading will be added to the hourly rate.
- 9.1.4.10 The number of hours for any one shift can be no greater than 10 hours.

#### 9.1.5 **Casual employment**

- 9.1.5.1 An employer may employ casual employees in any classification in this Award.
- 9.1.5.2 A casual employee working in an entertainment venue, including venues housing peepboxes, will be paid per hour at the rate of 1/38th of the weekly rate, plus the following additional loading for worked performed:
- (a) between 7.00 am Monday to 7.00 am Saturday - 25%;
  - (b) after 7.00 am Saturday and before 7.00 am Sunday - 50%;
  - (c) after 7.00 am Sunday and before 7.00 am Monday - 75%; and
  - (d) on public holidays prescribed in this Award - 100%.
- 9.1.5.3 On each occasion a casual employee is required to attend work, they are entitled to a minimum payment for two hours work or two performances, but will not exceed 10 hours work.

#### 9.1.6 **Casual agency employees**

- 9.1.6.1 Casual employees booked by an agency on a public holiday prescribed in this Award will be paid as per clause 9.1.5.2(d).
- 9.1.6.2 Casual employees of the agency may refuse work offered on short notice or if previously booked.
- 9.1.6.3 Casual employees working for an agency will be paid per hour.
- 9.1.6.4 Casual employees of an agency may accept employment from other agencies or entertainment venues providing the employees do not accept bookings or shifts that are conflicting with each other. The casual employee will not accept private bookings not made by an agency and will contact the agency if unable to attend a booking. The agency will be responsible for re-booking another employee.

9.1.6.5 Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

### 9.1.7 Classifications

9.1.7.1 A person employed as a **bar/waiting staff** member means a bar attendant or waiter, personnel wearing skimpy, lingerie, bikini, see-through, topless or g-string costumes, or going nude.

9.1.7.2 A person employed as a **performer** means a person performing a striptease act, erotic dance, tabletop dance, podium dance, private dance, lapdance or peepshow **performance**. Industry trends may call these performances by another name but will be recognised as the same performances under this Award.

## CLAUSE 9.2 MINIMUM WAGES

OPDATE 01:07:2018 1<sup>st</sup> pp on or after

### 9.2.1 Minimum wages

	<i>Total weekly wage</i> \$	<i>Total minimum hourly rate</i> \$
Bar/waiting staff	768.44	20.22
Performer	782.19	20.58

## CLAUSE 9.3 SPECIAL ALLOWANCES

OPDATE 05:12:2011 on and from

### 9.3.1 Cancellation rate

If employees arrive at a booking and the booking has been cancelled without notice, the employee will receive a cancellation rate of 30% of the rate the employee would have been paid.

### 9.3.2 Country bookings

All bookings for country hotels or taverns are to be for a minimum of two performances or for a minimum of three hours for bar/waiting staff per day away.

### 9.3.3 Parades

If the employee is to participate in a parade representing the employer's business, and that participation exposes nipples, buttocks or genitalia, a rate of 3.3% of the **standard rate** extra will be paid for each parade.

### 9.3.4 Photographs

9.3.4.1 If the employee is to be photographed or filmed for the purpose of promoting or advertising the employer's business or for merchandise or magazine articles promoting the employer's business, the employer will specify in writing to the employee all details of the engagement including:

- (a) the way in which the work will be photographed or otherwise recorded; and
- (b) the purpose for which the work, photograph, film, tape or other record will be used.

- 9.3.4.2 All employees will be required by the employer to sign the document setting out the above details prior to commencing work. Once an employee signs such document they will be responsible for carrying out the work specified in such document unless factors beyond their control prevent them from doing so.
- 9.3.4.3 An employer must not use the photograph, film or other record of the employee for any purpose other than that which is specified in writing to the employee at the time of engagement.

#### CLAUSE 9.4 ROSTERING

OPDATE 05:12:2011 on and from

- 9.4.1 All employees will receive a copy of the roster of shifts for the coming week or weeks no less than seven days in advance.
- 9.4.2 A timetable roster for performances for each shift will include performers' names, **performance** times, meal break and finish time. The roster will be posted on a noticeboard in the dressing room no less than one hour before the commencement of the shift.
- 9.4.3 A timetable roster for each shift for bar/waiting staff will include staff names, start time, meal break and finish time. The roster will be posted on a staff noticeboard no less than one hour before the commencement of the shift.
- 9.4.4 The roster will be altered by mutual consent at any time or by amendment of the roster on seven days' notice. Where practicable, two weeks' notice of rostered day or days off will be given provided that the days off may be changed by mutual consent or through sickness or other cause over which the employer has no control.
- 9.4.5 This clause will not apply to employees booked by an agency, except where the agency booking arrangement with the employee is one that provides regular work to an entertainment venue in respect of the employee.

#### 9.4.6 Rest period

- 9.4.6.1 All employees will have 12 or more hours rest between shifts.
- 9.4.6.2 All employees on tour will have 12 or more hours' rest between the last evening show and the matinee.

#### 9.4.7 Casuals

On each occasion a casual employee is required to attend work they are entitled to a minimum payment for two hours work or two performances, but will not exceed 10 hours' work.

#### 9.4.8 Breaks

- 9.4.8.1 If an employee, including a casual employee, is required to work for five or more hours in a day, they must be given an unpaid meal break of no less than 30 minutes. The break must be given no earlier than one hour after starting work and no later than six hours after starting work.
- 9.4.8.2 If an employee is required to work more than two hours' overtime after the completion of the employee's rostered hours, they must be given an additional paid break of 20 minutes.
- 9.4.8.3 Employees performing striptease, erotic dancing, tabletop or podium dancing will be given a break of no less than 30 minutes between the end of one **performance** and the commencement of another **performance**.



- 9.4.8.4 All employees on tour will have a break of no less than three hours between a matinee and an evening booking.

#### **CLAUSE 9.5 OVERTIME AND PENALTY RATES**

OPDATE 05:12:2011 on and from

- 9.5.1 A full-time employee will be paid overtime rates for any work performed outside of the aggregate hours per shift or agreed rostered hours set out in Part 9 of this Award.
- 9.5.2 A part-time employee will be paid overtime rates in the circumstances specified in Part 9 of this Award.
- 9.5.3 The overtime rate payable to an employee is time and a half of their normal rate of pay for the first two hours of overtime, and double their normal rate of pay after that.
- 9.5.4 The overtime rate payable to an employee working on a rostered day off is double their normal rate of pay for any work performed. A minimum payment of four hours is payable to the employee even if they work for less than four hours.
- 9.5.5 If starting work at the employee's next rostered starting time would mean that the employee did not receive a full 12 hours break then:
- 9.5.5.1 the employee may, without loss of pay, start work at such a later time as is necessary to ensure that they receive a break of at least 12 hours; or
- 9.5.5.2 the employer must pay the employee overtime rates for all work performed until the employee has received a break of at least 12 hours.
- 9.5.6 **Casuals**
- 9.5.6.1 A casual employee will be paid per hour at the rate of 1/38th of the weekly rate, plus the following additional loading for worked performed:
- (a) between 7.00 am Monday to 7.00 am Saturday—25%;
  - after 7.00 am Saturday and before 7.00 am Sunday—50%;
  - (c) after 7.00 am Sunday and before 7.00 am Monday—75%; and
  - (d) on public holidays prescribed in this Award—100%.

## PART 10 – PRODUCTION AND SUPPORT STAFF

### CLAUSE 10.1 TYPES OF EMPLOYMENT

OPDATE 05:12:2011 on and from

#### 10.1.1 Full-time employees

A full-time employee will be *engaged by the week* and subject to the provisions of Clause 10.4 Ordinary Hours of Work and Rostering.

#### 10.1.2 Part-time employees

10.1.2.1 A part-time employee is an employee *engaged by the week* and who works an agreed usual number of ordinary hours less than 38 each week.

10.1.2.2 A part-time employee working ordinary time will be paid per hour 1/38th of the weekly wage prescribed by this Award for the level of work performed.

10.1.2.3 A part-time employee who by agreement works more than the agreed usual number of ordinary hours in any week will be paid at their ordinary rate of pay, subject always to the any payment prescribed in Clause 10.5 Overtime and Penalty Rates.

10.1.2.4 A part-time employee who performs work in excess of the ordinary hours for a full-time employee as prescribed in Clause 10.4 Ordinary Hours of Work and Rostering will be paid at overtime rates in accordance with the provisions in Clause 10.5 Overtime and Penalty Rates.

10.1.2.5 The minimum time worked for each period of work will be not less than four consecutive hours for which a weekly employee is rostered.

10.1.2.6 In addition to other award entitlements, a part-time employee will receive pro rata annual leave, personal/carer's leave and public holiday entitlements.

#### 10.1.3 Casual employees

10.1.3.1 A casual employee is engaged by the hour for a minimum of three consecutive hours. The employment of a casual employee may be terminated without notice by either the employee or employer subject to the payment of the minimum amount of wages and subject to the employee working the time covered by the payment of such wages.

10.1.3.2 The appropriate per hour rate for casual employees is calculated by dividing the rate per week, as specified in Clause 10.2 Minimum Wages, for the relevant classification level by 38 and adding a 25% loading on such hourly rates so calculated.

#### 10.1.4 Seasonal employees

10.1.4.1 A seasonal employee will mean a weekly employee engaged either as full-time or part-time on a fixed term contract.

10.1.4.2 The duration of a seasonal contract will be determined in advance by agreement and the following provisions will apply:

- (a) the contract may be renewed as often and for such time periods as agreed between the employer and employee;
- (b) conditions of employment will be those applying to weekly employees covered by this Award; and

- (c) where a new contract is offered and taken up immediately after the expiry of a previous contract, employment is treated as if it was continuous for entitlement purposes.

#### CLAUSE 10.2 MINIMUM WAGES

OPDATE 05:12:2011 on and from

Minimum wages for Production and Support Staff are set out in Clause 5.1.1 Classifications and Minimum Wages.

#### CLAUSE 10.3 SPECIAL ALLOWANCES

OPDATE 05:12:2011 on and from

##### 10.3.1 Tools and equipment allowance

10.3.1.1 The employer will pay an allowance of \$9.05 per week to heads of departments required to supply their own tools. Other employees required to supply basic tools (limited to hammer, brace/punch driver and wrench) will be paid an allowance of 0.93 per day.

10.3.1.2 Employees will be reimbursed the cost of all mechanical property or light requirements including torches. Provided that such reimbursement will not be payable where the employer provides all mechanical property or light requirements including torches.

##### 10.3.2 Transmission or recording allowance

10.3.2.1 Where a **performance** is to be recorded or transmitted by any means, including but not limited to radio or television transmission or film, video or audio recording, and whether transmitted live or recorded for later transmission, exhibition, distribution or sale, all production employees who perform work on that **performance** will receive a recording allowance of 15.9% of the **standard rate** in addition to the rate they would otherwise have received for that **performance**, provided that:

- (a) The recording allowance will only be paid when the recording transmission takes place during a performance.
- (b) One payment will only be made under the provisions of clause 10.3.2.1 even though the recording of a production may take place over a series of performances.
- (c) where a **performance** is recorded for sound only or transmitted by radio only, the provisions of clause 10.3.2.1 will apply to sound technicians only;
- (d) the provisions of clause 10.3.2.1(a) will not apply to:
  - (i) 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;
  - (ii) 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
  - (iii) 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;

- (e) the recording 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; or
- (f) where the employer proposes an exclusion from payment of the recording allowance as provided for in clause 10.3.2.1(b), the employer will provide all production employees with seven days' notice of any such **performance** provided that where such recording or transmission is arranged with less than seven days' notice, all production employees will be provided with notice as soon as arrangements for the relevant recording or transmission are made.

### 10.3.3 Adjustment of expense related allowances

- 10.3.3.1 At the time of any adjustment to the **standard rate**, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted. The operative date for any adjustment will be from the first pay period commencing on or after 1 July.
- 10.3.3.2 The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<i>Allowance</i>	<i>Applicable Consumer Price Index figure</i>
Tools and equipment allowance	Tools component of the household appliances, utensils and tools sub-group

## CLAUSE 10.4 ORDINARY HOURS OF WORK AND ROSTERING

OPDATE 05:12:2011 on and from

### 10.4.1 Weekly employees

- 10.4.1.1 The ordinary hours of work for weekly employees will be 38 per week.
- 10.4.1.2 Ordinary hours may be worked on any of the days Monday through to and including Sunday between the hours of 7.00 am and 12 midnight. Provided that a Production & Support Staff employee engaged specifically as a cleaner may be rostered to work ordinary hours between 12 midnight and 7.00 am and will receive an additional loading of 20% of their ordinary hourly rate for such work.
- 10.4.1.3 The number of ordinary hours to be worked on any day will be a minimum of four hours and a maximum of 12 hours to be worked in no more than two periods, each period to be continuous except as to meal hours occurring therein.
- 10.4.1.4 Full-time employees will be entitled to two rostered days off work for every period of seven days, which will be consecutive wherever reasonably possible, provided that such rostered days off may by agreement accumulate up to a maximum of six days.
- 10.4.1.5 Weekly employees must be notified seven days in advance 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.

#### 10.4.1.6 **Cyclic rostering**

- 10.4.1.6(a) The implementation of cyclic rostering (that is, working hours other than as provided for in clauses 10.4.1.1 to 10.4.1.5) will be determined at the enterprise where the employer and the majority of employees concerned agree. The ordinary hours of work will be an average of 38 per week and will not exceed 152 hours over 28 consecutive days.
- 10.4.1.6(b) Different arrangements may apply to different areas of operation within the enterprise.
- 10.4.1.6(c) An agreement pursuant to clause 10.4.1.6(a) will be recorded in writing and be available to all employees.

#### 10.4.2 **Casual employees**

- 10.4.2.1 The ordinary hours of work for casual employees will be a minimum of three consecutive hours per day. Ordinary hours may be worked on any of the days Monday through to and including Sunday between the hours of 7.00 am and 12 midnight.
- 10.4.2.2 Casual employees are not paid per **performance**. Employees may be required to work on a number of performances during an engagement.
- 10.4.2.3 Where casual employees are required to work on the same day on at least three **short performances** (as defined), and there is a break between any two of the short performances of at least two hours, those employees will be paid a minimum **call** for each such **performance** of two hours.

#### 10.4.3 **Breaks**

##### 10.4.3.1 Weekly employees

- 10.4.3.1(a) Weekly employees, in the ordinary course of work, will be entitled to meal intervals as follows:
- (i) *Lunch* - one hour continuous between 12.00 noon and 3.00 pm;
  - (ii) *Dinner* - one hour continuous between 5.00 pm and 8.00 pm;
  - (iii) *Supper* - half an hour between 10.00 pm and 12.00 midnight; and
  - (iv) *Breakfast* - one hour continuous between 7.00 am and 9.00 am but for cleaners, half an hour between 8.00 am and 9.00 am.
- 10.4.3.1(b) The span of hours during which meal breaks may be taken may be varied where specific work requirements necessitate it.
- 10.4.3.1(c) Provided that those employees working during the preparation of a stage production for the period of seven days preceding the opening of the production will be paid at the rate of time and a half instead of the aforesaid double time except on Sundays when double time and a half will be paid.
- 10.4.3.1(d) No part of the time that should be allowed as a meal interval will be counted as part of the ordinary hours of work within the meaning of Clause 10.4 Ordinary Hours of Work and Rostering.

#### 10.4.3.2 Casual employees

Casual employees who work for more than four hours will be entitled to a minimum meal break of 30 minutes.

#### 10.4.3.3 All Employees

10.4.3.3(a) In the event an employee is required to work more than five continuous hours without a suitable meal interval, the employee will be paid for the period which should be allowed as the meal interval at the rate of double time. This clause will not apply to employees engaged to work on a continuous shift roster.

10.4.3.3(a) Provided that those employees working during the preparation of a stage production for the period of seven days preceding the opening of the production will be paid at the rate of time and a half in lieu of the aforesaid double time except on Sundays when double time and a half will be paid.

10.4.3.3(a) No part of the time that should be allowed as a meal interval shall be counted as part of the ordinary hours of work within the meaning of Clause 10.4 Ordinary Hours of Work and Rostering.

#### 10.4.4 **Meal allowance**

10.4.4.1 The employer will pay an employee (other than a cleaner) a meal allowance of \$15.43 for each meal interval occurring before the employee's finishing time where the employee has worked between 12 midnight and 8.00 am and who continues to work beyond 8.00 am. Provided that such meal allowance will not be payable where the employee commences work at or after 5.00 am.

10.4.4.2 The employer will pay an employee a meal allowance of \$15.43 where the employee is required to work two performances back to back. Provided that such meal allowance will not be payable where the employer provides a suitable meal.

#### 10.4.5 **Adjustment of expense related allowances**

10.4.5.1 At the time of any adjustment to the ***standard rate***, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted. The operative date for any adjustment will be from the first pay period commencing on or after 1 July.

10.4.5.2 The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<i>Allowance</i>	<i>Applicable Consumer Price Index figure</i>
Meal allowance	Take away and fast foods sub-group

### **CLAUSE 10.5 OVERTIME AND PENALTY RATES**

OPDATE 05:12:2011 on and from

#### 10.5.1 **Weekly employees**

10.5.1.1 Weekly employees will receive overtime calculated to the nearest quarter of an hour as follows:

- (a) for all work performed in excess of the rostered daily hours - at the rate of time and a half for the first two hours and double time thereafter;
- (b) for all work performed on a rostered day off - at the rate of time and a half for the first four hours and double time thereafter;
- (b) for all the work performed in excess of the weekly total of hours - at the rate of time and a half; and
- (d) for part-time employees who perform work in excess of 38 ordinary hours per week - time and one half for the first two hours and double time thereafter.

#### 10.5.2 Casual employees

- 10.5.2.1 A casual employee will receive overtime calculated to the nearest quarter of an hour.
- 10.5.2.2 A casual employee who works in excess of eight hours per day will be paid overtime at the rate of time and a half for the first two hours and double time thereafter.
- 10.5.2.3 A casual employee who works more than 38 hours (excluding overtime worked and paid on a daily basis) in any one week will be paid for all hours in excess of 38, time and a half for the first four hours and double time thereafter.

#### 10.5.3 All employees

- 10.5.3.1 Where an employee is detained at work until it is too late to travel home by the last train, tram or other regular public conveyance, the employer will provide proper conveyance to the employee's home for the employee so detained.
- 10.5.3.2 An employee will, wherever possible, be given 24 hours' notice that the employee is required to work all night after an evening **performance**.
- 10.5.3.3 For all work performed between 12 midnight and 7.00 am, except as provided in clause 10.4.1.2 - employees will be paid at the rate of double time.
- 10.5.3.4 An employee who works overtime on any day will be entitled to a break of 10 hours before resumption of work on the following day. Should such employee be required to resume work before the expiration of 10 hours the employee will be paid at the rate of double time until the employee is released from duty for such period.

#### 10.5.4 Sundays

- 10.5.4.1 All employees who are required to commence work on a Sunday, whether part of an ordinary roster or work cycle, or not part of a roster cycle, or overtime, will be paid at the rate of double time, with a minimum payment for four hours.
- 10.5.4.2 Where an employee who commences work on a Saturday and continues to work without a break on Sunday, the minimum four hour **call** for work performed on a Sunday as prescribed in clause 10.5.4.1 will not apply.
- 10.5.4.3 If an employee **engaged by the week** is required by the employer to travel on a Sunday, the employee will, unless paid in pursuance of clause 10.5.4.1 for working on a Sunday, be paid for travelling, 1/10th of the prescribed per week rate in addition to the travelling allowance payable in respect of the Sunday.

**10.5.5 Special overtime and penalty provisions for sound and/or lighting companies**

10.5.5.1 Touring sound and/or lighting employees will receive a 17.5% penalty averaging component instead of overtime and penalty provisions for all purposes of this Award.

10.5.5.2 Full-time factory sound and/or lighting employees will accrue time off instead of overtime at the rate of one hour for each hour worked in excess of the 152 hour work cycle.

**10.5.6 Special overtime and penalty provision for crewing services employees**

A crewing services employee will receive a 52.5% penalty payment instead of overtime and penalty provisions for all purposes of this Award for work between 11.00 pm and 6.00 am.



**SCHEDULE 1 – WAGES**OPDATE 01:07:2018 1<sup>st</sup> pp on or after

<i>Live Performance Employee</i>	<i>Category</i>	<i>Weekly rate \$</i>
Level 1	Production and Support Staff Level 1 (Induction/ Training)	732.15
Level 2	Production and Support Staff Level 2	782.25
Level 3	Production and Support Staff Level 3	821.65
Level 4	Production and Support Staff Level 4	837.30
Level 5	Production and Support Staff Level 5	863.60
Level 6	Production and Support Staff Level 6	889.95
Level 7	Company Dancer Level 1, Performer Category 1 Grade 1	913.75
Level 8	Company Dancer Level 2, Production and Support Staff Level 7	946.75
Level 9	Musician, Performer Category 1 Grade 2, Performer Category 2	960.05
Level 10	Company Dancer Level 3, Production and Support Staff Level 8	979.70
Level 11	Company Dancer Level 4, Musician required to accompany artists, Opera Principal	1,010.55
Level 12	Company Dancer Level 5	1,044.65
Level 13	Company Dancer Level 6, Technical Manager	1,081.20
Level 14	Company Dancer Level 7, Principal Musician, Vocalist	1,127.50
Level 15	Conductor-Leader	1,223.10

## SCHEDULE 2 – CLASSIFICATION

OPDATE 05:12:2011 on and from

### S2.1 **Live Performance Employee Level 1**

#### S2.1.1 Production and Support Staff Level 1

- (a) A Production and Support Staff Level 1 employee is a trainee employee who is undertaking:
  - (i) six weeks induction training in the case of a full-time or part-time employee; or
  - (ii) 228 hours induction training in the case of a casual employee.
- (b) The induction training may include information on the enterprise or production, conditions of employment, introduction of supervisors and fellow workers, training and career path opportunities, venue/workshop/plant layout, work and documentation procedures, basic theatre terminology and etiquette, occupational health and safety, equal employment opportunity and quality control/assurance.
- (c) An employee at this level performs routine duties to the level of the employees training:
  - (i) works under direct supervision either individually or in a team environment;
  - (ii) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults; and
  - (iii) understands and utilises basic literacy (English) and numeracy skills.
- (d) An employee at this level will undertake training in the following indicative tasks:
  - (i) safely lift and handle scenery and props and/or equipment;
  - (ii) uses selected hand tools;
  - (iii) basic packing and storing techniques;
  - (iv) repetition work on automatic, semiautomatic or single purpose machines or equipment;
  - (v) maintains simple records;
  - (vi) uses hand trolleys and pallet trucks;
  - (vii) apply and comprehend basic theatre terminology and etiquette;
  - (viii) performs general labouring and cleaning duties;
  - (ix) communicate and interact effectively with staff; and
  - (x) effective customer/client service.

## S2.2 Live Performance Employee Level 2

### S2.2.1 Production and Support Staff Level 2

- (a) A Production and Support Staff Level 2 is an employee who has completed the Level 1 induction training or possesses other equivalent experience so as to enable them to perform work within the scope of this level.
- (b) An employee at this level performs work above and beyond the skills of a Level 1 employee and to the level of the employee's training:
  - (i) is responsible for the quality of the work allocated to the employee subject to routine supervision;
  - (ii) works under routine supervision either individually or in a team environment on a limited range of tasks;
  - (iii) exercises discretion within the employees' level of skills and training; and
  - (iv) makes decisions in regard to routine matters.
- (c) Indicative of the tasks which an employee at this level may perform, are the following:
  - (i) operates flexibly between work areas;
  - (ii) operates machinery and equipment within the employee's level of skill and training;
  - (iii) operates mobile equipment including fork-lifts, overhead cranes, tallescopes and winch operation;
  - (iv) ability to measure accurately;
  - (v) safely lift and handle scenery and props and/or equipment;
  - (vi) receive, dispatch, distribute, sort, check, pack, document and record goods, materials and components;
  - (vii) basic keyboard skills;
  - (viii) telephonist, receptionist, cashier, administration and information services duties;
  - (ix) laundry and/or dry-cleaning duties;
  - (x) intermediate sewing skills and fabric knowledge, whether machine or non-machine, and knowledge of dyeing fabrics;
  - (xi) cleaning duties using specialised equipment and chemicals;
  - (xii) ushering, ticket taking, program/concession selling and food and beverage sales;
  - (xiii) applies theatre terminology and etiquette;
  - (xiv) painting and art finishing;
  - (xv) dressing; and
  - (xvi) costume decoration.

- (d) Indicative positions of this level include:
- (i) Basic Crowd Control
  - (ii) Car Park Attendant
  - (iii) Crewing Employee
  - (iv) Mail Room Attendant
  - (v) Program Seller
  - (vi) Stage Door Attendant
  - (vii) Stage Hand
  - (viii) Theatre Attendant/Usher
  - (ix) Ticket Seller (i.e. an employee required to deal with customer enquiries, sell tickets, handle and balance cash)
  - (x) Turnstile Attendant
  - (xi) Tour Guide

## S2.3 **Live Performance Employee Level 3**

### S2.3.1 Production and Support Staff Level 3

- (a) A Production and Support Staff Level 3 employee is an employee who applies knowledge and skills so as to enable that employee to perform work within the scope of this level, and may possess a sub-trade certificate.
- (b) An employee at this level performs work above and beyond the skills of an employee at Level 2 and to the level of the employees' training:
- (i) solves straightforward problems using readily available information;
  - (ii) works to complex instructions and procedures;
  - (iii) as a team member organises allocated materials and equipment in an efficient and effective manner or works individually under general supervision;
  - (iv) is responsible for the work undertaken; and
  - (v) assists in the provision of on-the-job training to a limited degree.
- (c) Indicative of the tasks which an employee at this level may perform are as follows:
- (i) uses precision measuring instruments;
  - (ii) machine setting, loading and operation;
  - (iii) rigging (certificated);
  - (iv) pyrotechnics (certificated and licensed);

- (v) welding which requires the exercise of knowledge and skills above Level 2;
  - (vi) inventory and store control;
  - (vii) licensed operation of all appropriate materials/handling equipment;
  - (viii) use of tools and equipment within the scope (basic non-trades) maintenance;
  - (ix) computer operation at a higher level than that of an employee at Level 2;
  - (x) intermediate keyboard and administrative skills;
  - (xi) performs basic quality checks on the work of others;
  - (xii) licensed and certificated for fork-lift, engine driving and crane driving operations to a higher level than Level 2;
  - (xiii) stage door duties;
  - (xiv) sewing and cutting skills and fabric knowledge, whether machine or non-machine at a level higher than Level 2;
  - (xv) advanced lifting and scene/props handling skills; and
  - (xvi) scenery, building and prop construction techniques above Level 2.
  - (xvii) identifies and meets customer needs in a prompt and courteous manner;
  - (xviii) the ability to work under limited supervision;
  - (xix) reconciling and balancing cash and cash equivalents; and
  - (xx) following all identified security procedures of all the employer's clients.
- (d) Indicative positions of this level include:
- (i) Accounts Clerk
  - (ii) Assistant Scenic Artist
  - (iii) Booking Clerk
  - (iv) Box Office Customer Service Representatives (CSR)
  - (v) Call Centre CSR
  - (vi) Dispatch Clerk
  - (vii) Group Party Organiser
  - (viii) Marketing Assistant
  - (ix) Mechanist
  - (x) Publicity Assistant
  - (xi) Specialty Ticketing CSR
  - (xii) Stage Door Supervisor

(xiii) Unqualified Sound and/or Lighting Technician

## S2.4 **Live Performance Employee Level 4**

### S2.4.1 Production and Support Staff Level 4

- (a) A Production and Support Staff Level 4 employee is an employee who applies knowledge and skills so as to enable that employee to perform work within the scope of this level, and may possess a trade certificate.
- (b) An employee at this level performs work above and beyond the skills of an employee at Level 4 and to the level of the employees' training:
- (i) solves problems using readily available information;
  - (ii) works to complex instructions and procedures;
  - (iii) as a team member, organises allocated materials and equipment in an efficient and effective manner or works individually under general supervision;
  - (iv) is responsible for the work undertaken;
  - (v) assists in the provision of on-the-job training to a limited degree;
  - (vi) the ability to work with minimum supervision;
  - (vii) an ability to identify and resolve complex service issues; and
  - (viii) well developed verbal communication skills.
- (c) Indicative of the tasks which an employee at this level may perform are as follows:
- (i) uses precision measuring instruments;
  - (ii) machine setting, loading and operation;
  - (iii) rigging (certificated);
  - (iv) pyrotechnics (certificated and licensed);
  - (v) welding which requires the exercise of knowledge and skills above Level 3;
  - (vi) inventory and store control;
  - (vii) licensed operation of all appropriate materials/handling equipment;
  - (viii) use of tools and equipment within the scope;
  - (ix) computer operation at a higher level than that of an employee at Level 3;
  - (x) superior keyboard and administrative skills;
  - (xi) in depth knowledge of ticketing systems and ticketing processes and procedures;
  - (xii) the ability to use customer feedback on products and services to improve service by recommending change to systems and processes;

- (xiii) assisting with the day to day supervision of other team members; and
  - (xiv) performs basic quality checks on the work of others.
- (d) Indicative positions of this level include:
- (i) Accounts Clerks
  - (ii) Assistant Projectionist
  - (iii) Scenic Artist
  - (iv) Scheduling/Rostering Clerk
  - (v) Sound and/or Lighting Technician

## S2.5 **Live Performance Employee Level 5**

### S2.5.1 Production and Support Staff Level 5

- (a) A Production and Support Staff Level 5 employee is an employee who holds a trade certificate in a relevant discipline and is able to exercise the skill and knowledge of that trade or an employee who has acquired and can demonstrate the equivalent experience from on-the-job training in relevant theatrical discipline/s.
- (b) An employee at this level works above and beyond an employee at Level 4 and to the level of the employee's training:
- (i) understands and applies quality control techniques;
  - (ii) exercises good interpersonal and communications skills;
  - (iii) exercises keyboard and administrative skills at a higher level than Level 4;
  - (iv) exercises discretion within the scope of this grade;
  - (v) performs work under limited supervision either individually or in a team environment;
  - (vi) able to inspect products and/or materials for conformity with established operational standards; and
  - (vii) operates all lifting equipment incidental to the employees' work.
- (c) Indicative of the tasks which an employee at this level may perform, are as follows:
- (i) works from production drawings, prints or plans;
  - (ii) operates, maintains, sets-up and adjusts all facility and production equipment, including trade construction processes such as set/prop/electrical making;
  - (iii) operate and maintain lifting equipment;
  - (iv) assists in the provision of on-the-job training;

- (v) a fully multiskilled cutter/tailor/milliner/wigmaker who is required to perform any of the operations involved in the making of a complex whole garment to specifications;
  - (vi) has an advanced understanding of theatre terminology, etiquette and theatre craft;
  - (vii) perform a range of engineering maintenance functions;
  - (viii) operates a console; and
  - (ix) performs a range of administrative duties including production and publicity assistance.
- (d) Indicative positions of this level include:
- (i) Assistant Stage Manager
  - (ii) Board Operator
  - (iii) Experienced Mechanist
  - (iv) Experienced Sound and/or Lighting Technician
  - (v) Experienced Technician
  - (vi) Food and Beverage Manager
  - (vii) Head Fly Operator
  - (viii) Prop Maker
  - (ix) Tailor
  - (x) Wig Maker

## S2.6 **Live Performance Employee Level 6**

### S2.6.1 Production and Support Staff Level 6

- (a) Production and Support Staff Level 6 employee is an employee who holds a trade certificate or equivalent experience and has acquired and can demonstrate specialist knowledge of a variety of procedures and/or techniques gained by additional training or experience in the theatre industry.
- (b) A Production and Support Staff Level 6 employee is required to work above and beyond a tradesperson at Level 5 and to the level of the employee's training:
  - (i) exercises discretion within the scope of this grade;
  - (ii) works under minimal supervision either as an individual or part of a team or as a team leader;
  - (iii) understands and implements quality control techniques;
  - (iv) provides trade guidance and assistance as part of a work team;
  - (v) responsible for providing training in conjunction with trainers;
  - (vi) exercises keyboard and administrative skill at a higher level than Level 5.



- (c) Indicative of the tasks which an employee at this level may perform, are as follows:
- (i) interprets detailed instructions and procedures for others;
  - (ii) insures quality standards are met through consistency, timeliness, correctly following procedures, and responsiveness to the client's needs;
  - (iii) readily adapts to change in work procedures and associated technologies;
  - (iv) may use innovation to resolve issues which impact on own work area.
- (d) Indicative positions of this level include:
- (i) Deputy Heads of Department
  - (ii) Deputy Stage Manager
  - (iii) Front of House Manager
  - (iv) Publicity/Marketing Officer

## S2.7 **Live Performance Employee Level 7**

### S2.7.1 Company Dancer Level 1

An employee in their first year as a professional dancer who has the appropriate training or equivalent experience and who is engaged to perform as a company member.

### S2.7.2 Performer Category 1 Grade 1

- (a) A performer with less than three years experience in the entertainment industry who is employed in theatrical productions performing as directed to an existing script or score choreography and who is required to exercise their artistic skills to a professional standard as required. An employee at this level will have appropriate qualifications or be able to demonstrate they possess skills of an equivalent standard.
- (b) Indicative tasks:
- (i) acting;
  - (ii) singing;
  - (iii) dancing;
  - (iv) skating;
  - (v) aquatic performing;
  - (vi) understudying; and
  - (vii) any other type of performing.

**S2.8 Live Performance Employee Level 8****S2.8.1 Company Dancer Level 2**

A Level 2 employee is a dancer in their second year of professional experience, provided that:

- (a) in addition to professional experience or further training progression from one level to the next is also on the basis of evident competence on artistic grounds; and
- (b) in assessing experience the following will be taken into account:
  - (i) The previous professional experience of the employee in Australia and overseas with subsidised and commercial companies and/or any further study or training undertaken since entry into the dance profession.
  - (ii) The minimum period of time of employment in the year concerned is 36 weeks on a full-time basis or substantially equivalent.

**S2.8.2 Production and Support Staff Level 7**

- (a) Production and Support Staff Level 7 employee is an employee who holds a trade certificate or equivalent experience together with a relevant Post Trade Certificate or the equivalent skill and competence acquired through a significant period of professional experience in the theatre industry.
- (b) A Production and Support Staff Level 7 employee is required to work above and beyond a Level 6 employee and to the level of the employee's training:
  - (i) understands and implements quality control techniques;
  - (ii) exercises discretion within the scope of this grade;
  - (iii) provides overall supervision and co-ordination of resources and individuals and/or work teams within areas of responsibility;
  - (iv) plans for and arranges training in procedural, technological change and systems for staff in the area of responsibility;
  - (v) effectively handles work that is characterised by occasional peak periods and simultaneous handling of a variety of tasks, usually within one discipline, and with significant interruptions;
  - (vi) determines priorities and monitors performance for own and teams work, to ensure the efficient and effective use of allocated resources; and
  - (vii) demonstrates accountability and responsibility for enabling the achievement of business goals within budgetary guidelines.
- (c) The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post trade training or equivalent experience to enable that employee to perform the particular indicative tasks:
  - (i) demonstrates sound communication and/or liaison skills;
  - (ii) demonstrates a good knowledge of relevant terminology;
  - (iii) interprets and conveys instructions and procedures;

- (iv) reliably represents the work unit;
  - (v) required to use innovation to resolve issues which impact on own work area;
  - (vi) accountable for insuring overall quality standards are met through the importance of consistency, timeliness, correctly following procedures, and responsiveness to the needs of the client;
  - (vii) accountable for the selection and recruitment of staff;
  - (viii) assesses work performance of staff; and
  - (ix) responsible for occupational, health and safety.
- (d) Indicative positions of this level include:
- (i) Box Office Manager
  - (ii) Event/Marketing Co-ordinator
  - (iii) Heads of Departments
  - (iv) Props Master
  - (v) Scenic Artist
  - (vi) Technical Supervisor
  - (vii) Wardrobe Supervisor

## S2.9 **Live Performance Employee Level 9**

### S2.9.1 Musician

Musician not required to accompany artists.

### S2.9.2 Performer Category 1 Grade 2

A performer with more than three years experience in the entertainment industry provided that the performer's theatrical engagements over the three year period amount to 18 weeks employment or an equivalent amount of work in other areas, who is employed in theatrical productions and performs the same duties as set out above but at a standard above and beyond that of a Performer Category 1 Grade 1.

### S2.9.3 Performer Category 2

- (a) A performer who is employed as an act or part of an act in theatrical/live entertainment performances and who is responsible for the primary development of the work to be performed.
- (b) Indicative tasks are:
  - (i) as per Category 1; and
  - (ii) tasks relating to the development of the work to be performed, such as but not limited to:
    - developing the script and concept for the performance;

selecting the music; and

generally determining the content and presentation of the performance.

## S2.10 Live Performance Employee Level 10

### S2.10.1 Company Dancer Level 3

A Level 3 employee is a dancer in their third year of professional experience, provided that:

- (a) in addition to professional experience or further training progression from one level to the next is also on the basis of evident competence on artistic grounds; and
- (b) in assessing experience the following will be taken into account:
  - (i) The previous professional experience of the employee in Australia and overseas with subsidised and commercial companies and/or any further study or training undertaken since entry into the dance profession.
  - (ii) The minimum period of time of employment in the year concerned is 36 weeks on a full-time basis or substantially equivalent.

### S2.10.2 Production and Support Staff Level 8

- (a) Production and Support Staff Level 8 employee is an employee who has obtained a relevant tertiary qualification together with extensive theatrical experience or equivalent skill and competence acquired through extensive theatrical experience.
- (b) In addition to the competencies and tasks performed by a Level 7 employee, a Production and Support Staff Level 8 employee works to the level of the employee's training:
  - (i) demonstrates effective and efficient use of production and/or organisational resources, by planning, implementing and monitoring achievement of objectives;
  - (ii) responsible for the creating and maintaining of a high level of team work and co-operation and contributes to the overall good management of a production; and
  - (iii) co-ordinates and controls either the overall performance activities or a variety of related disciplines.
- (c) The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post trade training or equivalent experience to enable the employee to perform the particular indicative tasks:
  - (i) provides advice and guidance to staff, management and clients;
  - (ii) prepares correspondence, guidelines and reports;
  - (iii) demonstrates superior communication and/or liaison skills;
  - (iv) demonstrates superior knowledge of relevant terminology;
  - (v) reliably represents the work unit;

- (vi) responsible for creative planning and the achievement of design standards;
  - (vii) recognises the importance of consistency, timeliness, correctly following procedures, and responsiveness to the client's needs; and
  - (viii) demonstrates accountability and responsibility for enabling the achievement of business goals within budgetary guidelines.
- (d) Indicative positions of this level include:
- (i) Publicity/Marketing Supervisor
  - (ii) Stage Manager
  - (iii) Team Leaders - Call Centre

## S2.11 **Live Performance Employee Level 11**

### S2.11.1 Company Dancer Level 4

- (a) A Level 4 employee is a dancer in their fourth year of professional experience, provided that:
- (i) in addition to professional experience or further training progression from one level to the next is also on the basis of evident competence on artistic grounds; and
  - (ii) in assessing experience the following will be taken into account:
    - The previous professional experience of the employee in Australia and overseas with subsidised and commercial companies and/or any further study or training undertaken since entry into the dance profession.
    - The minimum period of time of employment in the year concerned is 36 weeks on a full-time basis or substantially equivalent.

### S2.11.2 Musician required to accompany artists

### S2.11.3 Opera Principal

A performer who is employed to undertake lead roles in opera and operetta.

## S2.12 **Live Performance Employee Level 12**

### S2.12.1 Company Dancer Level 5

- (a) A Level 5 employee is a dancer in their fifth and sixth years of professional experience.
- (b) In addition to professional experience or further training progression from one level to the next is also on the basis of evident competence on artistic grounds.
- (c) In assessing experience the following will be taken into account:
- (i) The previous professional experience of the employee in Australia and overseas with subsidised and commercial companies and/or any further study or training undertaken since entry into the dance profession.

- (ii) The minimum period of time of employment in the year concerned is 36 weeks on a full-time basis or substantially equivalent.

## S2.13 **Live Performance Employee Level 13**

### S2.13.1 Company Dancer Level 6

A dancer who is in their seventh and eighth year of professional work and who demonstrates highly developed dance skills, interpretative skills, dramatic and presentational skills.

### S2.13.2 Technical Manager

## S2.14 **Live Performance Employee Level 14**

### S2.14.1 Company Dancer Level 7

A dancer will progress from Level 6 to Level 7 when they fulfil the following criteria:

- (a) A minimum of eight years full-time professional experience or substantially equivalent, as defined, with advanced dance skills, interpretative skills and dramatic and presentational skills.
- (b) Ability to understudy and perform major roles and/or character roles on a regular basis or in the case of contemporary companies performing ensemble based repertoire, to perform solo or perform with a high degree of artistry as a member of the ensemble.
- (c) As required, demonstrate excellent partnering skills (either sex).
- (d) Demonstrate a high degree of professionalism in all that they do and at least one of the following as agreed between the employer and the employee:
  - (i) Recognition that they possess a special quality of performance and interpretation of roles, such recognition to come from two of the following sources - industry peers, colleagues, media;
  - (ii) Demonstrate and provide leadership;
  - (iii) Ability to assist management with promotion of the company, either through personal appearances or by advice to management, upon reasonable request.

### S2.14.2 Principal Musician

### S2.14.3 Vocalist

## S2.15 **Live Performance Employee Level 15**

### S2.15.1 Conductor-Leader

## SCHEDULE 3 - SUPPORTED WAGE PROVISIONS

OPDATE 01:07:2018 1<sup>st</sup> pp on or after

### CLAUSE S3.1 DEFINITIONS

This Schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Award. In the context of this Schedule, the following definitions will apply:

- S3.1.1 **Supported wage system** means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".
- S3.1.2 **Accredited assessor** means a person accredited by the management unit established by the Commonwealth under the **supported wage system** to perform assessments of an individual's productive capacity within the **supported wage system**.
- S3.1.3 **Disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- S3.1.4 **Assessment instrument** means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

### CLAUSE S3.2 ELIGIBILITY CRITERIA

Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a **disability support pension**.

(The Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this Award relating to the rehabilitation of employees who are injured in the course of their current employment.)

This Schedule does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a **disability support pension** in accordance with the requirements of the *Disability Services Act 1986* and the Standards contained therein, as amended from time to time.

### CLAUSE S3.3 SUPPORTED WAGE RATES

Employees to whom this Schedule applies must be paid the applicable percentage of the minimum rate of pay prescribed by this Award for the class of work which the person is performing according to the following Schedule:

<i>Assessed Capacity (Clause S4.4)</i>	<i>% of prescribed Award rates</i>
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable must be not less than \$86.90.)

\* Where a person's assessed capacity is 10% they must receive a high degree of assistance and support.

### CLAUSE S3.4 ASSESSMENT OF CAPACITY

For the purpose of establishing the percentage of the award rate to be paid to an employee under this Award, the productive capacity of the employee will be assessed in accordance with the **supported wage system** and documented in an **assessment instrument** by either:

- (a) The employer and a **union** party to the Award in consultation with the employee or, if desired by any of these;
- (b) The employer and an **accredited assessor** acceptable to the employee and the employee's advisers and to the employer.

### CLAUSE S3.5 LODGEMENT OF ASSESSMENT INSTRUMENT

S3.5.1 All **assessment instruments** under the conditions of this Schedule, including the appropriate percentage of the award wage to be paid to the employee, must be lodged by the employer with the Registrar of SAET.

S3.5.2 **Assessment instruments** must be agreed and signed by the parties to the assessment, provided that where a **union** which is party to the Award, is not a party to assessment, it must be referred by the Registrar to the **union** by certified mail and will take effect unless an objection is notified to the Registrar within 10 working days.

### CLAUSE S3.6 REVIEW OF ASSESSMENT

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the **supported wage system**.

### CLAUSE S3.7 OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Where an assessment has been made, the applicable percentage will apply to the wage rate only. Employees covered by the provisions of the Schedule will be entitled to the same terms and conditions of employment as all other workers covered by this Award paid on a pro rata basis.



### **CLAUSE S3.8 WORKPLACE ADJUSTMENT**

An employer wishing to employ a person under the provisions of this Schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

#### **S3.8.1 Trial period**

- S3.8.1.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- S3.8.1.2 During the trial period the assessment of capacity must be undertaken and the proposed wage rate for a continuing employment relationship must be determined.
- S3.8.1.3 The minimum amount payable to the employee during the trial period must be not less than \$86.90.
- S3.8.1.4 Work trials should include induction or training as appropriate to the job being trialed.
- S3.8.1.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment must be entered into based on the outcome of assessment under clause S3.4.

## SCHEDULE 4 - SCHOOL-BASED APPRENTICES

OPDATE 05:12:2011 on and from

- S4.1 This schedule applies to ***school-based apprentices***. A ***school-based apprentice*** is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- S4.2 A ***school-based apprenticeship*** may be undertaken in the trades covered by this Award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- S4.3 The relevant minimum wages for full-time junior and adult apprentices provided for in this Award, calculated hourly, will apply to ***school-based apprentices*** for total hours worked including time deemed to be spent in off-the-job training.
- S4.4 For the purposes of clause S4.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- S4.5 A ***school-based apprentice*** must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- S4.6 For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- S4.7 The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- S4.8 ***School-based apprentices*** progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice.
- S4.9 The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a ***school-based apprentice*** undertaking the applicable apprenticeship.
- S4.10 If an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a ***school-based apprentice***.
- S4.11 ***School-based apprentices*** are entitled pro rata to all of the other conditions in this Award.

## SCHEDULE 5 - TRAINING WAGE

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### CLAUSE S5.1 TITLE

This is the *Training Wage Schedule*.

### CLAUSE S5.2 DEFINITIONS

In this schedule:

- S5.2.1 **Adult trainee** is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level.
- S5.2.2 **Approved training** means the training specified in the training contract.
- S5.2.3 **Australian Qualifications Framework (AQF)** is a national framework for qualifications in post-compulsory education and training.
- S5.2.4 **Out of school** refers only to periods out of school beyond **Year 10** as at the first of January in each year and is deemed to:
- (a) include any period of schooling beyond **Year 10** which was not part of or did not contribute to a completed year of schooling;
  - (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10;
- and
- (c) not include any period during a calendar year in which a year of schooling is completed.
- S5.2.5 **Relevant State or Territory training authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to **traineeships** and register **training contracts** under the relevant State or Territory vocational education and training legislation.
- S5.2.6 **Relevant State or Territory vocational education and training legislation** means the following or any successor legislation:
- Australian Capital Territory: *Training and Tertiary Education Act 2003*;  
New South Wales: *Apprenticeship and Traineeship Act 2001*;  
Northern Territory: *Northern Territory Employment and Training Act 1991*;  
Queensland: *Vocational Education, Training and Employment Act 2000*;  
South Australia: *Training and Skills Development Act 2008*;  
Tasmania: *Vocational Education and Training Act 1994*;  
Victoria: *Education and Training Reform Act 2006*; or  
Western Australia: *Vocational Education and Training Act 1996*.
- S5.2.7 **Trainee** is an employee undertaking a **traineeship** under a **training contract**.
- S5.2.8 **Traineeship** means a system of training which has been approved by the **relevant State or Territory training authority**, which meets the requirements of a **training package** developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an **AQF** certificate level qualification.
- S5.2.9 **Training contract** means an agreement for a **traineeship** made between an employer and an employee which is registered with the **relevant State or Territory training authority**.

S5.2.10 **Training package** means the competency standards and associated assessment guidelines for an **AQF** certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

S5.2.11 **Year 10** includes any year before Year 10

### CLAUSE S5.3 COVERAGE

S5.3.1 Subject to clauses S5.3.2 to S5.3.6 of this Schedule, this Schedule applies in respect of an employee covered by this Award who is undertaking a **traineeship** whose **training package** and **AQF** certificate level is allocated to a wage level by Schedule 6 or by clause S5.5.4 of this schedule.

S5.3.2 This schedule only applies to **AQF** Certificate Level IV **traineeships** for which a relevant **AQF** Certificate Level III **traineeship** is listed in the Annexure to this Schedule.

S5.3.3 This Schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.

S5.3.4 This Schedule does not apply to qualifications not identified in **training packages** or to qualifications in training packages which are not identified as appropriate for a **traineeship**.

S5.3.5 Where the terms and conditions of this Schedule conflict with other terms and conditions of this Award dealing with **traineeships**, the other terms and conditions of this Award prevail.

S5.3.6 At the conclusion of the **traineeship**, this schedule ceases to apply to the employee.

### S5.4 TYPES OF TRAINEESHIP

The following types of **traineeship** are available under this Schedule:

S5.4.1 A full-time **traineeship** based on 38 ordinary hours per week, with 20% of ordinary hours being **approved training**; and

S5.4.2 A part-time **traineeship** based on less than 38 ordinary hours per week, with 20% of ordinary hours being **approved training** solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

## S5.5 MINIMUM WAGES

### S5.5.1 Minimum wages for full-time traineeships

#### S5.5.1.1 Wage Level A

Subject to clause S5.5.3 of this Schedule, the minimum wages for a **trainee** undertaking a full-time **AQF** Certificate Level I–III **traineeship** whose **training package** and **AQF** certificate levels are allocated to Wage Level A by the Annexure to this Schedule are:

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	259.00 (50%)	323.00 (33%)	
	301.00 (33%)	362.00 (25%)	
	330.00	362.00	435.00
Plus 1 year <b>out of school</b>	362.00	435.00	503.00
Plus 2 years <b>out of school</b>	435.00	503.00	587.00
Plus 3 years <b>out of school</b>	503.00	587.00	672.00
Plus 4 years <b>out of school</b>	587.00	672.00	
Plus 5 or more years	672.00		

#### S5.5.1.2 Wage Level B

Subject to clause S5.5.3 of this Schedule, the minimum wages for a **trainee** undertaking a full-time **AQF** Certificate Level I–III **traineeship** whose **training package** and **AQF** certificate levels are allocated to Wage Level B by the Annexure to this Schedule are:

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	259.00 (50%)	323.00 (33%)	
	301.00 (33%)	362.00 (25%)	
	330.00	362.00	419.00
Plus 1 year <b>out of school</b>	362.00	419.00	484.00
Plus 2 years <b>out of school</b>	419.00	484.00	566.00
Plus 3 years <b>out of school</b>	484.00	566.00	646.00
Plus 4 years <b>out of school</b>	566.00	646.00	
Plus 5 or more years	646.00		

#### S5.5.1.3 Wage Level C

Subject to clause S5.5.3 of this Schedule, the minimum wages for a **trainee** undertaking a full-time **AQF** Certificate Level I–III **traineeship** whose **training package** and **AQF** certificate levels are allocated to Wage Level C by the Annexure to this Schedule are:

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	259.00 (50%)	323.00 (33%)	
	301.00 (33%)	362.00 (25%)	
	330.00	362.00	419.00
Plus 1 year <b>out of school</b>	362.00	419.00	473.00
Plus 2 years <b>out of school</b>	419.00	473.00	529.00
Plus 3 years <b>out of school</b>	473.00	529.00	589.00
Plus 4 years <b>out of school</b>	529.00	589.00	
Plus 5 or more years	589.00		

S5.5.1.4 School Based Traineeships

	<i>Year of Schooling</i>	
	<i>Year 11</i>	<i>Year 12</i>
	\$	\$
School based <b>Traineeships</b> in Wage Levels A, B and C	330.00	362.00

\* Figures in brackets indicate the average proportion of time spent in *Approved Training* to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training, which has been taken into account in setting the rate, is 20%.

S5.5.1.5 AQF Certificate Level IV traineeships

S5.5.1.5(a) Subject to clause S5.5.3 of this Schedule, the minimum wages for a **trainee** undertaking a full-time **AQF** Certificate Level IV **traineeship** are the minimum wages for the relevant full-time **AQF** Certificate Level III **traineeship** with the addition of 3.8% to those minimum wages.

S5.5.1.5(b) Subject to clause S5.5.3 of this Schedule, the minimum wages for an **adult trainee** undertaking a full-time **AQF** Certificate Level IV **traineeship** are as follows, provided that the relevant wage level is that for the relevant **AQF** Certificate Level III **traineeship**:

<i>Wage level</i>	<i>First year of traineeship</i>	<i>Second and subsequent years of traineeship</i>
	\$	\$
Wage Level A	698.00	725.00
Wage Level B	671.00	697.00
Wage Level C	612.00	634.00

S5.5.2 **Minimum wages for part-time traineeships**S5.5.2.1 Wage Level A

Subject to clauses S5.5.2.6 and S5.5.3 of this Schedule, the minimum wages for a **trainee** undertaking a part-time **AQF** Certificate Level I–III **traineeship** whose **training package** and **AQF** certificate levels are allocated to Wage Level A by the Annexure to this Schedule are:

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	10.86	11.91	14.30
Plus 1 year <b>out of school</b>	11.91	14.30	16.55
Plus 2 years <b>out of school</b>	14.30	16.55	19.30
Plus 3 years <b>out of school</b>	16.55	19.30	22.10
Plus 4 years <b>out of school</b>	19.30	22.10	
Plus 5 or more years	22.11		

### S5.5.2.2 Wage Level B

Subject to clauses S5.5.2.6 and S5.5.3 of this Schedule, the minimum wages for a **trainee** undertaking a part-time **AQF** Certificate Level I–III **traineeship** whose **training package** and **AQF** certificate levels are allocated to Wage Level B by the Annexure to this Schedule are:

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	10.86	11.91	13.79
Plus 1 year <b>out of school</b>	11.91	13.79	15.93
Plus 2 years <b>out of school</b>	13.79	15.93	18.62
Plus 3 years <b>out of school</b>	15.93	18.62	21.25
Plus 4 years <b>out of school</b>	18.62	21.25	
Plus 5 or more years	21.25		

### S5.5.2.3 Wage Level C

Subject to clauses S5.5.2.6 and S5.5.3 of this Schedule, the minimum wages for a **trainee** undertaking a part-time **AQF** Certificate Level I–III **traineeship** whose **training package** and **AQF** certificate levels are allocated to Wage Level C by the Annexure to this Schedule are:

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	10.86	11.91	13.79
Plus 1 year <b>out of school</b>	11.91	13.79	15.56
Plus 2 years <b>out of school</b>	13.79	15.56	17.40
Plus 3 years <b>out of school</b>	15.56	17.40	19.38
Plus 4 years <b>out of school</b>	17.40	19.38	
Plus 5 or more years	19.38		

### S5.5.2.4 School-based traineeships

Subject to clauses S5.5.2.6 and S5.5.3 of this Schedule, the minimum wages for a **trainee** undertaking a school-based **AQF** Certificate Level I–III **traineeship** whose **training package** and **AQF** certificate levels are allocated to Wage Levels A, B or C by the Annexure to this Schedule are as follows when the **trainee** works ordinary hours:

	<i>Year of Schooling</i>	
	<i>Year 11</i>	<i>Year 12</i>
	\$	\$
Wage Levels A, B and C	10.86	11.91
20% loading *	13.03	14.29

\* Where agreement exists with the trainee, an additional 20% loading may be paid on all ordinary hours in lieu of annual leave, personal leave and public holidays.

### S5.5.2.5 AQF Certificate Level IV traineeships

S5.5.2.5(a) Subject to clauses S5.5.2.6 and S5.5.3 of this Schedule, the minimum wages for a **trainee** undertaking a part-time **AQF** Certificate Level IV **traineeship** are the minimum wages for the relevant part-time **AQF** Certificate Level III **traineeship** with the addition of 3.8% to those minimum wages.

- S5.5.2.5(b) Subject to clauses S5.5.2.6 and S5.5.3 of this Schedule, the minimum wages for an **adult trainee** undertaking a part-time **AQF Certificate Level IV traineeship** are as follows, provided that the relevant wage level is that for the relevant **AQF Certificate Level III traineeship**:

<i>Wage level</i>	<i>First year of traineeship</i>	<i>Second and subsequent years of traineeship</i>
	\$	\$
Wage Level A	22.95	23.82
Wage Level B	22.07	22.90
Wage Level C	20.12	20.89

#### S5.5.2.6 Calculating the actual minimum wage

- S5.5.2.6(a) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses S5.5.2.1–S5.5.2.5 of this Schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- S5.5.2.6(b) Where the **approved training** for a part-time **traineeship** is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses S5.5.2.1–S5.5.2.5 of this schedule applies to each ordinary hour worked by the **trainee**.
- S5.5.2.6(c) Where the **approved training** for a part-time **traineeship** is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses S5.5.2.1–S5.5.2.5 of this Schedule minus 20% applies to each ordinary hour worked by the **trainee**.

#### S5.5.3 **Other minimum wage provisions**

- S5.5.3.1 An employee who was employed by an employer immediately prior to becoming a **trainee** with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a **trainee**. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- S5.5.3.2 If a qualification is converted from an **AQF Certificate Level II** to an **AQF Certificate Level III traineeship**, or from an **AQF Certificate Level III** to an **AQF Certificate Level IV traineeship**, then the **trainee** must be paid the next highest minimum wage provided in this Schedule, where a higher minimum wage is provided for the new **AQF** certificate level.

#### S5.5.4 **Default wage rate**

The minimum wage for a **trainee** undertaking an **AQF Certificate Level I–III traineeship** whose **training package** and **AQF** certificate level are not allocated to a wage level by the Annexure to this Schedule is the relevant minimum wage under this Schedule for a **trainee** undertaking an **AQF Certificate to Level I–III traineeship** whose **training package** and **AQF** certificate level are allocated to Wage Level B.



### S5.6 EMPLOYMENT CONDITIONS

- S5.6.1 A **trainee** undertaking a **school-based traineeship** may, with the agreement of the **trainee**, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the **trainee** works on a public holiday then the public holiday provisions of this Award apply.
- S5.6.2 A **trainee** is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the **training contract**.
- S5.6.3 Time spent by a **trainee**, other than a **trainee** undertaking a **school-based traineeship**, in attending any training and assessment specified in, or associated with, the **training contract** is to be regarded as time worked for the employer for the purposes of calculating the **trainee's** wages and determining the **trainee's** employment conditions.
- S5.6.4 Subject to clause S5.3.5 of this Schedule, all other terms and conditions of this Award apply to a **trainee** unless specifically varied by this Schedule.

### ANNEXURE - ALLOCATION OF TRAINEESHIPS TO WAGE LEVELS

The wage levels applying to **training packages** and their **AQF** certificate levels are:

#### Wage Level A

<i>Training Package</i>	<i>AQF Certificate Level</i>
Aeroskills	II
Aviation	I II III
Beauty	III
Business Services	I II III
Chemical, Hydrocarbons and Refining	I II III
Civil Construction	III
Coal Training Package	II III
Community Services	II III
Construction, Plumbing and Services Integrated Framework	I II III
Correctional Services	II III
Drilling	II III
Electricity Supply Industry - Generation Sector	II III (in Western Australia only)
Electricity Supply Industry - Transmission, Distribution and Rail Sector	II

<i>Training Package</i>	<i>AQF Certificate Level</i>
Electrotechnology	I II III (in Western Australia only)
Financial Services	I II III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I II III
Laboratory Operations	II III
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products	III
Manufacturing	I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

**Wage Level B**

<i>Training Package</i>	<i>AQF Certificate Level</i>
Animal Care and Management	I II III
Asset Maintenance	I II III
Australian Meat Industry	I II III
Automotive Industry Manufacturing	II III
Automotive Industry Retail, Service and Repair	I II III
Beauty	II
Caravan Industry	II III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I II III
Extractive Industries	II III
Fitness Industry	III
Floristry	II
Food Processing Industry	I II
Forest and Forest Products Industry	I II III
Furnishing	I II III
Gas Industry	I II
Health	II III
Local Government (Operational Works)	I II
Manufactured Mineral Products	I II
Metal and Engineering (Production)	II III
Outdoor Recreation Industry	I II III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II III
Property Services	I II III
Public Safety	I II

<i>Training Package</i>	<i>AQF Certificate Level</i>
Pulp and Paper Manufacturing Industries	I II
Retail Services	I II
Screen and Media	I II III
Sport Industry	II III
Sugar Milling	I II III
Textiles, Clothing and Footwear	I II
Transport and Logistics	I II
Visual Arts, Craft and Design	I II III
Water Industry	I II

### **Wage Level C**

<i>Training Package</i>	<i>AQF Certificate Level</i>
Agri-Food	I
Amenity Horticulture	I II III
Conservation and Land Management	I II III
Funeral Services	I II III
Music	I II III
Racing Industry	I II III
Rural Production	I II III
Seafood Industry	I II III

## ATTACHMENT A - TRANSITIONAL PROVISIONS

OPDATE 05:12:2011 on and from

### A.1 General

A.1.1 The provisions of this Attachment deal with minimum obligations only.

A.1.2 The provisions of this Attachment are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this Award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this Award;
- (c) when a loading or penalty in this Award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument;  
or
- (d) when there is a loading or penalty in this Award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

### A.2 Minimum wages – existing minimum wage lower

A.2.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this Award would have been obliged,

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this Award for any classification of employee.

A.2.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.2.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.2.4 The difference between the minimum wage for the classification in this Award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

A.2.5 From the following dates the employer must pay no less than the minimum wage for the classification in this Award minus the specified proportion of the transitional amount:

*First full pay period on or after*

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.2.6 The employer must apply any increase in minimum wages in this Award resulting from an annual wage review.

A.2.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.3 Minimum wages – existing minimum wage higher**

A.3.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this Award would have been obliged,

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this Award for any classification of employee.

A.3.2 In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and
- (c) any applicable industry allowance.

A.3.3 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

A.3.4 The difference between the minimum wage for the classification in this Award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

A.3.5 From the following dates the employer must pay no less than the minimum wage for the classification in this Award plus the specified proportion of the transitional amount:

*First full pay period on or after*

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.3.6 The employer must apply any increase in minimum wages in this Award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

A.3.7 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.4 Loadings and penalty rates**

For the purposes of this Attachment loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

**A.5 Loadings and penalty rates – existing loading or penalty rate lower**

A.5.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this Award would have been obliged,

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this Award for any classification of employee.

A.5.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

A.5.3 The difference between the loading or penalty in this Award and the rate in clause A.5.2 is referred to as the transitional percentage.

A.5.4 From the following dates the employer must pay no less than the loading or penalty in this Award minus the specified proportion of the transitional percentage:

*First full pay period on or after*

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

A.5.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.6 Loadings and penalty rates – existing loading or penalty rate higher**

A.6.1 The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this Award would have been obliged,

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this Award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this Award, for any classification of employee.

- A.6.2 Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.
- A.6.3 The difference between the loading or penalty in this Award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this Award, the transitional percentage is the rate in A.6.2.
- A.6.4 From the following dates the employer must pay no less than the loading or penalty in this Award plus the specified proportion of the transitional percentage:

*First full pay period on or after*

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

- A.6.5 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.7 Loadings and penalty rates – no existing loading or penalty rate**

- A.7.1 The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this Award.
- A.7.2 Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this Award.
- A.7.3 From the following dates the employer must pay no less than the following percentage of the loading or penalty in this Award:

*First full pay period on or after*

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

- A.7.4 These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.



**APPLICATIONS FILED**

<i>Case No.</i>	<i>Description of Document</i>
<b>5675/2011</b>	<b>NEW AWARD</b> New Award made. Oupdate 05/12/2011. Replaces Musicians General Award 1988 (4880/2010); and Entertainment and Broadcasting Industry - Actors - (Theatrical) Award 1998 (4871/2010).
<b>2829/2012</b>	<b>AWARD VARIATION</b> Award varied. Cl. 5.7 Safety Net Adjustments; Cl. 5.8 Economic Incapacity Applications; Cl. 7.2 Minimum Wages; Cl. 8.2 Minimum Wages; Cl. 9.2 Minimum Wages; Sch. 1 Wages; Sch. 3 Supported Wage Provisions; Sch. 5 Training Wage re SWC 2012. Oupdate ppc 01/07/2012.
<b>3304/2013</b>	<b>AWARD VARIATION</b> Award varied. Cl. 5.7 Safety Net Adjustments; Cl. 5.8 Economic Incapacity Applications; Cl. 7.2 Minimum Wages; Cl. 8.2 Minimum Wages; Cl. 9.2 Minimum Wages; Sch. 1 Wages; Sch. 3 Supported Wage Provisions; Sch. 5 Training Wage re SWC 2013. Oupdate ppc 01/07/2013.
<b>4450/2014</b>	<b>AWARD VARIATION</b> Award varied. Cl. 5.7 Safety Net Adjustments; Cl. 5.8 Economic Incapacity Applications; Cl. 7.2 Minimum Wages; Cl. 8.2 Minimum Wages; Cl. 9.2 Minimum Wages; Sch. 1 Wages; Sch. 3 Supported Wage Provisions; Sch. 5 Training Wage re SWC 2014. Oupdate ppc 01/07/2014.
<b>6494/2015</b>	<b>AWARD VARIATION</b> Award varied. Cl. 5.7 Safety Net Adjustments; Cl. 5.8 Economic Incapacity Applications; Cl. 7.2 Minimum Wages; Cl. 8.2 Minimum Wages; Cl. 9.2 Minimum Wages; Sch. 1 Wages; Sch. 3 Supported Wage Provisions; Sch. 5 Training Wage re SWC 2015. Oupdate ppc 01/07/2015.
<b>3228/2016</b>	<b>AWARD VARIATION</b> Award varied. Cl. 5.7 Safety Net Adjustments; Cl. 5.8 Economic Incapacity Applications; Cl. 7.2 Minimum Wages; Cl. 8.2 Minimum Wages; Cl. 9.2 Minimum Wages; Sch. 1 Wages; Sch. 3 Supported Wage Provisions; Sch. 5 Training Wage re SWC 2016. Oupdate ppc 01/07/2016.
<b>3374/2017</b>	<b>AWARD VARIATION</b> Award varied. Cl. 5.7 Safety Net Adjustments; Cl. 5.8 Economic Incapacity Applications; Cl. 7.2 Minimum Wages; Cl. 8.2 Minimum Wages; Cl. 9.2 Minimum Wages; Sch. 1 Wages; Sch. 3 Supported Wage Provisions; Sch. 5 Training Wage re SWC 2017. Oupdate ppc 01/07/2017.
<b>4345/2018</b>	<b>AWARD VARIATION</b> Award varied. Cl. 5.7 Safety Net Adjustments; Cl. 5.8 Economic Incapacity Applications; Cl. 7.2 Minimum Wages; Cl. 8.2 Minimum Wages; Cl. 9.2 Minimum Wages; Sch. 1 Wages; Sch. 3 Supported Wage Provisions; Sch. 5 Training Wage re SWC 2018. Oupdate ppc 01/07/2018.