

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

**Case number** ET-20-02781

**Applicant** Chief Executive, Department of Treasury and Finance,  
Media, Entertainment and Arts Alliance  
Areste Nicola

## Orders - Approval of Enterprise Agreement State Theatre Company of South Australia Workshops and Props Enterprise Agreement

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 5 August 2020 and have a life extending through to 23 March 2021.

A handwritten signature in black ink, appearing to read 'P McMahon'.

**Commissioner McMahon**

**27 Aug 2020**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS



**STATE THEATRE  
COMPANY OF  
SOUTH AUSTRALIA  
WORKSHOP AND PROPS  
ENTERPRISE  
AGREEMENT 2020**

File No.

**STATE THEATRE COMPANY OF SOUTH AUSTRALIA WORKSHOP AND PROPS ENTERPRISE  
AGREEMENT - 2020**

**Preamble**

This Agreement is made pursuant to the *Fair Work Act 1994*.

**Clause 1 TITLE**

This Enterprise Agreement shall be known as the State Theatre Company of South Australia Workshop and Props Enterprise Agreement 2020.

**Clause 2 ARRANGEMENT**

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**Clause 3 PARTIES TO THE AGREEMENT**

a) - Parties Bound - Parties to this agreement are the State Theatre Company of South Australia (STCSA). and employees (as defined by 3 (b)) and the Media, Entertainment and Arts Alliance (MEAA) and the Chief Executive, Department of Treasury and Finance as the declared employer for public employees for the purposes of the *Fair Work (General) Regulations 2009*.

b) Application - This agreement shall apply to all employees in the workshop and props department of the STCSA, irrespective of the type of employment, who are bound by the terms of the *SA Public Sector Live Performance Award 2011*.

**Clause 4 RELATIONSHIP TO PARENT AWARDS**

4(a) This Agreement shall be read and interpreted wholly in conjunction with the Award prescribed in Clause 3, provided that where there is any inconsistency this Agreement shall take precedence to the extent of the inconsistency.

4 (b) Existing employment conditions shall be maintained.

**Clause 5 RELATIONSHIP TO PREVIOUS ENTERPRISE AGREEMENTS**

This Agreement replaces the State Theatre South Australia Enterprise Agreement 2016 for the Workshop and Props Department.

**Clause 6 PERIOD OF OPERATION**

This Agreement shall come into operation from the date of approval by the South Australia Employment Tribunal and will nominally expire on 23 March 2021. The parties to this agreement will commence discussions on a new agreement in December 2020 and no later

than at least two months prior to the expiration of this agreement

#### **Clause 7 NOT TO BE USED AS A PRECEDENT**

This agreement shall not be used as a precedent in any manner whatsoever to obtain similar arrangements or benefits in any other organisation.

#### **Clause 8 STAFF TRAINING, WORK ENVIRONMENT & LEAVE**

8.1 The STCSA recognises its responsibility to provide training for the theatrical profession, in particular its staff, whenever it can, to improve the skills and knowledge base of its employees and assist in workplace flexibility. Accordingly, it will budget an annual amount to send employees to appropriate short-term training courses. It will also assist permanent and full-time employees wishing to undertake relevant tertiary study by allowing negotiated time off to attend lectures or classes and by contributing a portion of the fees payable for such study.

8.2 The STCSA abides by its obligations under the relevant Work Health and Safety Act (WH&S Act) and stringently enforces health and safety in the workshop and props environments in particular. It will conduct ongoing professional WH&S audits during the life of this agreement and improve WH&S in the workplace based on the recommendations of such an audit. The employees agree that they will abide by the recommendations of such an audit and will continue to address any issues arising from the regulations of the WH&S Act. They also agree that all workplace areas of the STCSA are smoke-free areas and will abide by this policy.

8.3 MEAA training - The STCSA will provide access to up to 5 days training, in aggregate, across the organisation, for employees to attend recognised and accredited training programs for the purposes of aiding members in performing their industrial role. The training will aid in developing and maintaining delegate skills and knowledge on both an interpersonal and industrial and legislative basis.

#### **8.4 LEAVE**

##### **8.4.1 Sick Leave**

Sick leave - Employees are entitled access to 12 days sick leave per year.

##### **8.4.2 Paid Maternity Leave, Paid Adoption Leave and Surrogacy Leave**

Paid maternity leave, paid adoption leave and paid leave to enable parent-child relationships through surrogacy parenting applies in accordance with this clause. For the purpose of this clause maternity and adoption leave includes a parent taking primary caring responsibility (parent-child relationship) as a consequence of a surrogacy arrangement.

8.4.2.1 Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, is entitled to: sixteen (16) weeks paid maternity leave.

8.4.2.2 Subject to this clause, an employee, other than a casual employee, who has completed 12 months of continuous service before taking custody of an adopted child or a child through a surrogacy arrangement, is entitled to: sixteen (16) weeks paid maternity leave.

8.4.2.3 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:

- a) The total of paid and unpaid maternity/adoption/surrogacy/parental/special leave is not to exceed 104 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption.
- b) An employee will be entitled to sixteen (16) weeks leave, paid at the employee's



ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption/surrogacy leave commences. The paid maternity/adoption leave/surrogacy is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.

8.4.2.4 At the time of applying for paid maternity leave, paid adoption leave or surrogacy leave, the employee may elect in writing:

- a) To take the paid leave in 2 periods split into equal proportions during the first 12 months of the commencement of their paid leave; or
- b) To take the paid leave at half pay in which case, notwithstanding any other clause of this Enterprise Agreement, the employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption/surrogacy leave commences; or
- c) A combination of (a) and (b).

8.4.2.5 Part time employees will have the same entitlements as full time employees but paid on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).

8.4.2.6 During periods of paid or unpaid maternity leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.

#### **8.4.3 Return to Work on Part-time Basis**

Subject to this clause, an employee is entitled to return to work after maternity or adoption leave or surrogacy leave on a part time basis, at the employee's substantive level, until the child's second birthday.

8.4.3.1 The following conditions apply to an employee applying to return on a part time basis:

- a) The employee will provide such request at least 6 weeks prior to the date on which the employee's maternity or adoption leave is due to expire, and will provide to the Chief Executive such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday.
- b) At least 6 weeks prior to the relevant child's second birthday, the employee will advise the Chief Executive whether the employee will revert to employment on a full-time basis or seeks to continue to be employed on a part time basis.
- c) An employee's return to work part time will be on a non-discriminatory basis so as to operate in the same manner as any other employee returning from a period of leave.

#### **8.4.4 Paid Partner Leave**

Subject to this clause, an employee (other than a casual employee) is entitled to take up to two calendar weeks (i.e. ten working days) (pro rata for part-time employees) of their accrued sick leave entitlement on the birth or adoption of a child/ren for whom the employee has direct parental care responsibility. The leave will be taken as full working day/s within three months of the birth or adoption of the child/ren.

8.4.4.1 It is not intended that this paid partner leave entitlement will detract from any more

beneficial entitlement or arrangement applicable within an agency as at the commencement of this clause (i.e. an 'existing arrangement'). An employee can make use of that existing arrangement or the paid partner leave, but not both.

8.4.4.2 Except in relation to an existing arrangement; an agency's specific paid partner leave policy; or a requirement of this clause, the administrative arrangements within an agency for taking this leave will generally be as applicable to Family Carer's Leave.

#### **8.4.5 Family Carer's Leave**

For the purpose of this clause, the following are to be regarded as members of a person's family: a spouse (including a defacto spouse or a former spouse); a child or step child; a parent or parent in-law; any other member of the person's household; a grandparent or grandchild; any other person who is dependent on the person's care.

8.4.5.1 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 due to personal injury or 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 the equivalent in hours) of their accrued sick leave entitlement 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.

8.4.5.2 This access is available if the following conditions are satisfied: the employee must have responsibility for the care of the family member concerned; and the employee produces satisfactory evidence of sickness of the family member, if requested.

8.4.5.3 The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.

#### **8.4.6 Bereavement Leave**

An employee shall on the death within Australia of a spouse, father, mother, brother, sister, mother-in-law, father-in-law, child, step-child or grandparents shall be entitled to leave up to and including the day of the funeral of such a relation, and such leave shall be without deduction of pay for the period of three ordinary days' work. Proof of such death shall be furnished by the employee to the satisfaction of the employer. Provided, however, that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave. For the purpose of this clause 'spouse' shall include a person who has a de facto wife or husband. The provision of this clause shall also be extended to include an employee who has a same sex relationship. The same burden of proof of death shall apply.

#### **8.4.7 Domestic and Family Violence Leave**

Employees experiencing or escaping domestic/family violence leave are entitled to access up to 15 days of special leave with pay in a 12 month period consistent with the provisions in *Determination 3.1: Employment Conditions – Hours of Work – Overtime and Leave*.

### **Clause 9 MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY**

9.1 Accrued long service leave may on agreement be utilised during the downtimes provided for in subclause 9.2.

9.2 By 1 November each year, when the subsequent year's plans are set, downtime will be clarified, and staff and management will agree as to the utilisation of annual and long service leave during downtime.

9.3 A three (3) hour minimum call is applicable on each day of the week, from Sunday to Saturday inclusive.

## **Clause 10 ONGOING CONSULTATION**

10.1 The parties to this Agreement are committed to the ongoing process of proper consultation. As part of this process, representatives of the parties, being the STCSA, and the MEAA, as well as a representative from the workshop and props department of the STCSA, will meet at least once annually to review the progress of this Enterprise Agreement and address any issues arising from this review and come to mutual agreement for further action if needed. The review will specifically monitor productivity gains and skills and training needs and mutually devise any action plans to address any delays in achieving productivity gains and skills/training needs.

10.2 The STCSA will also convene regular staff meetings between management and staff, including the workshop and props staff, at a minimum of monthly intervals, during normal working hours. Such meetings will convey information to all staff concerning the general and specific operations of the STCSA so that short term planning and scheduling can be optimised. In addition, such meetings will address long term issues and operations of the STCSA, where appropriate, so that staff can have knowledge of and an input into the long-term planning processes of the company.

The meetings will, in general, also allow: -

- a). Implementation and improvement of the consultative and decision-making processes within the STCSA.
- b). Identify and implement methods of improving the flexibility of the STCSA's operations.
- c). Improve the efficiency and competitiveness of the STCSA and maximise income from all sources.
- d). Identify, implement and maintain any practicable cost efficiencies and reductions in all operations of the STCSA.
- e). Improve job security, the attainment of skills and career opportunities for employees.
- f). Improve the quality of the working life of STCSA employees.
- g). Identify, implement and maintain methods of improving the service provided by the STCSA to theatre patrons and other customers.

The parties also recognise the MEAA as the relevant association representing employees covered by this Agreement and the STCSA will continue to consult with the MEAA in giving all due assistance to the MEAA in the performance of its duties within the workplace. The STCSA also recognises the MEAA's desire to achieve union membership amongst employees and encourages employees to give serious consideration to the MEAA's view on this matter.



## Clause 11 RATES OF PAY

A salary increase of 2.5% will be applied to the Base Pay Rate applicable as at 1 July 2019, with a further salary increase of 2% will apply from 1 July 2020 as follows:

Classification Level	Base Pay Rate at 30 June 2019 (includes all over award rates paid to date) per week	At 1 July 2019	At 1 July 2020
Increase (%)		2.5%	2%
Entry level Carpenter/ Props Maker Theatrical Employee Level 1	\$884.12	\$906.22	\$924.34
Props Shop Supervisor Theatrical Employee Level 2	\$977.67	\$1,002.11	\$1,022.15
Carpenter's Assistant Theatrical Employee Level 3	\$1,002.72	\$1,027.79	\$1,048.35
Carpenter Theatrical Employee Level 4	\$1,147.74	\$1,176.43	\$1,199.96
Leading Hand Theatrical Employee Level 5	\$1,290.02	\$1,322.27	\$1,348.72
Props Manager Theatrical Employee Level 6	\$1,373.77	\$1,408.11	\$1,436.27
Workshop Supervisor Theatrical Employee Level 7	\$1,384.59	\$1,419.20	\$1,447.58



## **Clause 12 GRIEVANCE PROCEDURES**

The parties agree to adhere to the dispute settling procedures / grievance procedure set out below:

The dispute or grievance will, in the first instance, be addressed directly between the employee(s) and the relevant supervisor/manager, who will endeavour to resolve the matter immediately. At this stage, the matter may be submitted by the accredited MEAA delegate and/or MEAA official to the employer representative.

In the event that the matter cannot be resolved satisfactorily, immediate negotiations between the MEAA and senior management representatives shall occur.

The parties will use every possible endeavour to ensure that any dispute or grievance is dealt with in accordance with the arrangements provided by this clause.

If the matter remains unresolved the issue may be referred to the Industrial Relations Commission of South Australia for conciliation and/or arbitration.

Both parties will endeavour to expedite the resolution of any matter in an attempt to prevent prolonged disputes, grievances or industrial action.

With the exception of an occupational health and safety issue, the status quo that existed immediately prior to the dispute will be observed during the settlement process.


## **Clause 13 NO EXTRA CLAIMS**


13.1 This Enterprise Agreement will be taken to have satisfied and discharged all claims of any description (whether as to monies or conditions).


13.2 The rates of pay provided for in this Enterprise Agreement are inclusive of all previously awarded safety net adjustments and all future increases during the term of this Enterprise Agreement, arising out of State Wage Case decisions, including safety net adjustments, living wage adjustments or general increases, howsoever described.


13.3 Subject to this clause, the employees and associations undertake that for the term of this Enterprise Agreement, they will not pursue any further or other claims within the parameters of this Enterprise Agreement, except where consistent with State Wage Case principles.


Signatories to the State Theatre Company of South Australia Workshop and Props Enterprise Agreement 2020

  
for Chief Executive, Department of Treasury and Finance  
as the declared employer for public employees  
(Reg. 4, Fair Work Act (General) Regulations 2009  
(SA)  
Date: 16 June 2020.

  
Witness  
Date: 16/6/2020

  
Julian Hobba  
Executive Director  
Employing Authority  
State Theatre Company of South  
Australia  
Date: 16/6/20

  
Witness  
Date: 16/6/20

  
Paul Murphy  
Chief Executive Officer  
Media Entertainment and Arts Alliance  
Date: 1 July 2020

Witness  
Date:

