



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## LIVE THEATRE AND CONCERT (ADELAIDE FESTIVAL CENTRE TRUST) AWARD

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

### **PART 1 – APPLICATION AND OPERATION OF AWARD**

#### **CLAUSE 1.1 TITLE**

OPDATE 05:12:2011 on and from

This Award is known as the “Live Theatre and Concert (Adelaide Festival Centre Trust) Award”.

#### **CLAUSE 1.2 ARRANGEMENT**

OPDATE 05:12:2011 on and from

##### **1.2.1 By clause number**

*Clause no. Subject matter*

#### **Part 1 – Application and operation of award**

- 1.1 Title
- 1.2 Arrangement
- 1.3 Scope, persons bound and locality
- 1.4 Commencement date and duration
- 1.5 Definitions

#### **Part 2 – Award flexibility**

- 2.1 Enterprise flexibility provisions
- 2.2 Index of facilitative provisions

#### **Part 3 – Communication, consultation and dispute resolution**

- 3.1 Consultation and communication procedures
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#### **Part 4 – Employer and employees’ duties, employment relationship and related arrangements**

- 4.1 Employment categories
- 4.2 Stand down of employees
- 4.3 Termination of employment
- 4.4 Redundancy
- 4.5 Anti-discrimination

#### **Part 5 – Wages and related matters**

- 5.1 Classifications and wage rates
- 5.2 Payment of wages
- 5.3 Higher duties
- 5.4 Allowances
- 5.5 Superannuation
- 5.6 Economic incapacity applications

#### **Part 6 – Hours of work, breaks, overtime, shiftwork, weekend work**

- 6.1 Hours of work and time off
- 6.2 Meal intervals and allowances
- 6.3 Overtime
- 6.4 Sundays

*Clause no. Subject matter*

### **Part 7 – Leave of absence and public holidays**

- 7.1 Annual leave
- 7.2 Sick leave
- 7.3 Bereavement leave
- 7.4 Parental leave
- 7.5 Jury leave
- 7.6 Public holidays
- 7.7 Leave for consultation meetings

### **Part 8 – Transfers, travelling and working away from usual place of work**

- 8.1 Travelling

### **Schedules**

- Sch. 1 Classifications and wage rates
- Sch. 2 Parental leave

#### **1.2.2 Alphabetical order**

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- 5.4 Allowances
- 7.1 Annual leave
- 4.5 Anti-discrimination
- 1.2 Arrangement
- 7.3 Bereavement leave
- 5.1 Classifications and wage rates
- Sch. 1 Classifications and wage rates
- 1.4 Commencement date and duration
- 3.1 Consultation and communication procedures
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- 3.2 Dispute resolution
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- 7.5 Jury leave
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- 6.2 Meal intervals and allowances
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- 5.2 Payment of wages
- 7.4 Parental leave
- Sch. 2 Parental leave
- 7.6 Public holidays
- 4.4 Redundancy
- 1.3 Scope, persons bound and locality
- 7.2 Sick leave
- 4.2 Stand down of employees
- 6.4 Sundays
- 5.5 Superannuation
- 4.3 Termination of employment
- 1.1 Title
- 8.1 Travelling

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

OPDATE 01:10:2019 on and from

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

**CLAUSE 1.4 COMMENCEMENT DATE AND DURATION**

OPDATE 05:12:2011 on and from

This Award 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 01:10:2019 on and from

- 1.5.1 **Act** means the *Fair Work Act 1994 (SA)*.
- 1.5.2 **Authorised officer of the MEAA** means the Federal Secretary, a Branch Secretary and any association representative nominated in writing by the Secretary.
- 1.5.3 **Tribunal** means the South Australian Employment Tribunal.
- 1.5.4 **Double time** means in the case of a weekly employee twice the ordinary hourly rate which is obtained by dividing the applicable rate per week by 38 hours, and in the case of an employee engaged by the hour twice the hourly casual rate.
- 1.5.5 **Full pay** in Clause 7.1 Annual leave means the average rate the employee received for the four weeks preceding the taking of annual leave or the average rate received for the twelve months preceding such leave, whichever will be the higher. Provided that such average will be computed by taking into consideration any extra rates prescribed for night work, etc., and penalty rates for Sunday work where such work is part of the employee's normal working week of five days but excluding any amounts received by way of overtime or holiday penalty rates.
- 1.5.6 **MEAA** means the Media, Entertainment and Arts Alliance.
- 1.5.7 **Short performance** means a performance which has a duration of 60 minutes or less.
- 1.5.8 **Time and a half** means in the case of a weekly employee one and a half times the ordinary hourly rate which is obtained by dividing the applicable rate per week by 38 hours, and in the case of an employee engaged by the hour one and a half times the hourly casual rate.
- 1.5.9 **Theatrical employee - level 1  
(Relativity to classification C10 of the Metal Industry Award - 78%)**
- 1.5.9.1 A Theatrical employee level 1 is a trainee employee who is undertaking:
- (a) 6 weeks induction training in the case of a full-time or part-time employee; or
  - (b) 228 hours induction training in the case of a casual employee.

- 1.5.9.2 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.
- 1.5.9.3 An employee at this level performs routine duties to the level of the employees training:
- (a) works under direct supervision either individually or in a team environment;
  - (b) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
  - (c) understands and utilises basic literacy (English) and numeracy skills.
- 1.5.9.4 An employee at this level will undertake training in the following indicative tasks:
- (a) safely lift and handle scenery and props and/or equipment;
  - (b) uses selected hand tools;
  - (c) basic packing and storing techniques;
  - (d) repetition work on automatic, semiautomatic or single purpose machines or equipment;
  - (e) maintains simple records;
  - (f) uses hand trolleys and pallet trucks;
  - (g) apply and comprehend basic theatre terminology and etiquette;
  - (h) performs general labouring and cleaning duties;
  - (i) communicate and interact effectively with staff;
  - (j) effective customer/client service.
- 1.5.10 ***Theatrical employee - level 2***  
**(Relativity to classification C10 of the Metal Industry Award - 90%)**
- 1.5.10.1 A Theatrical employee 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.
- 1.5.10.2 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:
- (a) is responsible for the quality of the work allocated to the employee subject to routine supervision;
  - (b) works under routine supervision either individually or in a team environment on a limited range of tasks;
  - (c) exercises discretion within the employees' level of skills and training;
  - (d) makes decisions in regard to routine matters.
- 1.5.10.3 Indicative of the tasks which an employee at this level may perform, are the following:

- (a) operates flexibly between work areas;
- (b) operates machinery and equipment within the employees' level of skill and training;
- (c) operates mobile equipment including fork-lifts, overhead cranes, tallscopes and winch operation;
- (d) ability to measure accurately;
- (e) safely lift and handle scenery and props and/or equipment;
- (f) receive, dispatch, distribute, sort, check, pack, document and record goods, materials and components;
- (g) basic keyboard skills;
- (h) telephonist, receptionist, cashier and information services duties;
- (i) laundry and/or dry-cleaning duties;
- (j) intermediate sewing skills and fabric knowledge, whether machine or non-machine, and knowledge of dyeing fabrics;
- (k) cleaning duties using specialised equipment and chemicals;
- (l) ushering, ticket taking, program/concession selling and food and beverage sales;
- (m) applies theatre terminology and etiquette;
- (n) painting and art finishing;
- (o) dressing;
- (p) costume decoration.

**1.5.11 *Theatrical employee - level 3*  
(Relativity to classification C10 of the Metal Industry Award - 95%)**

- 1.5.11.1 A Theatrical employee level 3 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.
- 1.5.11.2 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:
- (a) solves straightforward problems using readily available information;
  - (b) works to complex instructions and procedures;
  - (c) as a team member organises allocated materials and equipment in an efficient and effective manner or works individually under general supervision;
  - (d) is responsible for the work undertaken;
  - (e) assists in the provision of on-the-job training to a limited degree.

- 1.5.11.3 Indicative of the tasks which an employee at this level may perform, are as follows:
- (a) uses precision measuring instruments;
  - (b) machine setting, loading and operation;
  - (c) rigging (certificated);
  - (d) pyrotechnics (certificated and licenced);
  - (e) welding which requires the exercise of knowledge and skills above level 2;
  - (f) inventory and store control including:
    - (i) licenced operation of all appropriate materials/handling equipment;
    - (ii) use of tools and equipment within the scope (basic non-trades) maintenance;
    - (iii) computer operation at a higher level than that of an employee at level 2;
  - (g) intermediate keyboard skills;
  - (h) performs basic quality checks on the work of others;
  - (i) licenced and certificated for fork-lift, engine driving and crane driving operations to a higher level than level 2;
  - (j) Stage door duties;
  - (k) sewing and cutting skills and fabric knowledge, whether machine or non-machine at a level higher than level 2;
  - (l) advanced lifting and scene/props handling skills;
  - (m) scenery, building and prop construction techniques above level 2.

1.5.12 ***Theatrical employee - level 4***  
**(Relativity to classification C10 of the Metal Industry Award - 105%)**

- 1.5.12.1 A Theatrical employee level 4 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 the equivalent experience from on-the-job training in relevant theatrical discipline (/s).
- 1.5.12.2 An employee at this level works above and beyond an employee at level 3 and to the level of the employee's training:
- (a) understands and applies quality control techniques;
  - (b) exercises good interpersonal and communications skills;
  - (c) exercises keyboard skills at a higher level than level 3;
  - (d) exercises discretion within the scope of this grade;
  - (e) performs work under limited supervision either individually or in a team environment;

- (f) able to inspect products and/or materials for conformity with established operational standards;
- (g) operates all lifting equipment incidental to the employees' work.

1.5.12.3 Indicative of the tasks which an employee at this level may perform, are as follows:

- (a) works from production drawings, prints or plans;
- (b) operates, maintains, sets-up and adjusts all facility and production equipment, including trade construction processes such as set/prop/electrical making;
- (c) operate and maintain lifting equipment;
- (d) assists in the provision of on-the-job training;
- (e) 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;
- (f) has an advanced understanding of theatre terminology, etiquette and theatre craft;
- (g) perform a range of engineering maintenance functions;

1.5.13 ***Theatrical employee - level 5***  
**(Relativity to classification C10 of the Metal Industry Award - 110%)**

1.5.13.1 A Theatrical employee level 5 is an employee who holds a trade certificate or equivalent experience and has acquired specialist knowledge of a variety of procedures and/or techniques gained by additional training or experience in the theatre industry.

1.5.13.2 A Theatrical employee level 5 is required to work above and beyond a tradesperson at level 4 and to the level of the employee's training:

- (a) exercises discretion within the scope of this grade;
- (b) works under minimal supervision either as an individual or part of a team or as a team leader;
- (c) understands and implements quality control techniques;
- (d) provides trade guidance and assistance as part of a work team;
- (e) responsible for providing training in conjunction with trainers;

1.5.13.3 Indicative of the tasks which an employee at this level may perform, are as follows:

- (a) indicative tasks for level 4 employee;
- (b) interprets detailed instructions and procedures for others;
- (c) insures quality standards are met through consistency, timeliness, correctly following procedures, and responsiveness to the client's needs;
- (d) readily adapts to change in work procedures and associated technologies;

- (e) may use innovation to resolve issues which impact on own work area.

#### 1.5.14 ***Theatrical employee - level 6***

##### **(Relativity to classification C10 of the Metal Industry Award - 120%)**

- 1.5.14.1 A Theatrical employee level 6 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.
- 1.5.14.2 A Theatrical employee level 6 is required to work above and beyond a level 5 employee and to the level of the employee's training:
  - (a) understands and implements quality control techniques;
  - (b) exercises discretion within the scope of this grade;
  - (c) provides overall supervision and co-ordination of resources and individuals and/or workteams within areas of responsibility;
  - (d) plans for and arranges training in procedural, technological change and systems for staff in the area of responsibility;
  - (e) 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;
  - (f) determines priorities and monitors performance for own and teams work, to ensure the efficient and effective use of allocated resources;
  - (g) demonstrates accountability and responsibility for enabling the achievement of business goals within budgetary guidelines.
- 1.5.14.3 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:
  - (a) demonstrates sound communication and/or liaison skills;
  - (b) demonstrates a good knowledge of relevant terminology;
  - (c) interprets and conveys instructions and procedures;
  - (d) reliably represents the work unit;
  - (e) required to use innovation to resolve issues which impact on own work area;
  - (f) 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;
  - (g) accountable for the selection and recruitment of staff;
  - (h) assesses work performance of staff;
  - (i) responsible for occupational, health and safety.



**1.5.15 Theatrical employee - level 7****(Relativity to classification C10 of the Metal Industry Award - 130%)**

- 1.5.15.1 A Theatrical employee level 7 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.
- 1.5.15.2 In addition to the competencies and tasks performed by a level 6 employee, a Theatrical employee level 7 works to the level of the employee's training:
- (a) demonstrates effective and efficient use of production and/or organisational resources, by planning, implementing and monitoring achievement of objectives.
  - (b) 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.
  - (c) co-ordinates and controls either the overall performance activities or a variety of related disciplines.
- 1.5.15.3 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:
- (a) provides advice and guidance to staff, management and clients;
  - (b) prepares correspondence, guidelines and reports;
  - (c) demonstrates superior communication and/or liaison skills;
  - (d) demonstrates superior knowledge of relevant terminology;
  - (e) reliably represents the work unit;
  - (f) responsible for creative planning and the achievement of design standards;
  - (g) recognises the importance of consistency, timeliness, correctly following procedures, and responsiveness to the client's needs;
  - (h) demonstrates accountability and responsibility for enabling the achievement of business goals within budgetary guidelines.
- 1.5.16 **Suitable accommodation** means single room modern motel or serviced apartment accommodation with private facilities.
- 1.5.17 **Serviced apartment** means an apartment with cooking facilities for which clean linen is supplied once per week and the apartment cleaned at least once per week at the employer's cost.
- 1.5.18 **Local show** means a show specified as such by the employer where the production is scheduled to take place in one location only.

## PART 2 - AWARD FLEXIBILITY

### CLAUSE 2.1 ENTERPRISE FLEXIBILITY PROVISIONS

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Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs, the following process will apply:

- 2.1.1 A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace will be established.
- 2.1.2 For the purpose of the consultative process the employees may nominate the Union or another to represent them.
- 2.1.3 Where agreement is reached, an application will be made to the ***Tribunal***.

### CLAUSE 2.2 INDEX OF FACILITATIVE PROVISIONS

OPDATE 05:12:2011 on and from

2.2.1 A facilitative provision is one which provides that the standard approach in an award provision may be departed from by agreement between an individual employer and the Union and/or employee, or the majority of employees, in the enterprise or workplace concerned.

2.2.2 Facilitative provisions in this award are contained in the following clauses:

<i>Clause title</i>	<i>Clause number</i>
Part time employees – hours of work	4.1.2
Payment of wages	5.2
Hours of work	6.1
Meal intervals and allowances	6.2
Public Holidays	7.6

## PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

### CLAUSE 3.1 CONSULTATION AND COMMUNICATION PROCEDURES

OPDATE 05:12:2011 on and from

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

### CLAUSE 3.2 DISPUTE RESOLUTION

OPDATE 01:10:2019 on and from

- 3.2.1 Subject to the rights of the parties to notify any dispute to the ***Tribunal*** at any time, any dispute arising from work performed under this award will be dealt with as follows:
  - 3.2.1.1 As soon as practicable after the dispute or claim has arisen, the employee/s concerned will take up the matter with their immediate supervisor affording them the opportunity to remedy the cause of the dispute;
  - 3.2.1.2 Where any such attempt at settlement has failed to achieve a satisfactory resolution, or where the matter in dispute is of such a nature that direct discussions between the employee/s and their immediate supervisor are inappropriate, the employee/s may notify an ***authorised officer of the MEAA*** or other employee representative who will take up the matter with the employer or their representative;
  - 3.2.1.2 If the matter is not then satisfactorily resolved the matter will be submitted to the ***Tribunal*** for settlement.

## **PART 4 – EMPLOYER AND EMPLOYEES’ DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **CLAUSE 4.1 EMPLOYMENT CATEGORIES**

OPDATE 01:10:2019 on and from

#### **4.1.1 Full-time employees**

A full-time employee will be engaged by the week and subject to the provisions of 6.1 - Hours of work and time off will work 38 ordinary hours per week.

#### **4.1.2 Part-time employees**

4.1.2.1 A part-time employee will mean an employee engaged by the week and will work an agreed usual number of ordinary hours less than 38 each week.

4.1.2.2 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.

4.1.2.3 A part-time employee who by agreement works more than the agreed usual number of ordinary hours in any week will be paid at her or his ordinary rate of pay, subject always to the payment of any penalty or overtime payments as provided by this award.

4.1.2.4 A part-time employee who performs work in excess of the ordinary hours for a full time employee as prescribed in Clause 6.1 Hours of work and Time Off, will be paid at overtime rates in accordance with the provisions of Clause 6.1 Overtime.

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

4.1.2.6 In addition to other award entitlements a part-time employee will receive pro rata annual leave, sick leave and public holiday entitlements.

#### **4.1.3 Casual employees**

4.1.3.1 A casual employee is engaged by the hour for a minimum of 4 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.

4.1.3.2 The appropriate per hour rate for casual employees is calculated by dividing the rate per week, as specified in Schedule 1 - Classifications and Wage Rates, for the relevant classification level by 38 and adding a 25 per cent loading on such hourly rates so calculated.

#### **4.1.4 Seasonal employees**

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

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

4.1.4.2(a) The contract may be renewed as often and for such time periods as agreed between the employer and employee.

4.1.4.2(b) Conditions of employment will be those applying to weekly employees covered by this award.

- 4.1.4.2(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.
- 4.1.4.2(d) Seasonal employees whose engagement is terminated with less than six (6) months service are paid on termination, 15.2 hours pay for each month of service. Annual leave of 76 hours is granted after six months employment. Thereafter, annual leave accrues at the rate of 152 hours per annum.
- 4.1.4.2(e) Sick leave will be granted and will accumulate in accordance with 6.2 - Sick Leave, for the whole of the contract period.
- 4.1.4.2(f) Other leave provisions including but not limited to Jury Leave will apply in accordance with the relevant award provisions for the duration of the contract period.

#### **CLAUSE 4.2 STAND DOWN OF EMPLOYEES**

OPDATE 05:12:2011 on and from

- 4.2.1 Despite anything contained in the award, an employer may deduct payment of wages for any day on which an employee cannot be usefully employed because of:
- 4.2.1.1 any strike;
- 4.2.1.2 any breakdown of machinery; or
- 4.2.1.3 any stoppage of work for which the employer is not responsible.

#### **CLAUSE 4.3 TERMINATION OF EMPLOYMENT**

OPDATE 05:12:2011 on and from

##### **4.3.1 Notice of termination by employer**

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

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

- 4.3.1.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 4.3.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 4.3.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he/she would have worked during the period of notice had his or her employment not been terminated will be used.
- 4.3.1.5 The period of notice in this clause, will not apply in the case of dismissal for conduct that justifies instant dismissal, including inefficiency within the first fourteen days, neglect of duty or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

#### 4.3.2 Notice of termination by an employee

4.3.2.1 The notice of termination required to be given by an employee is the same as that required of an employer. However, there is no requirement on the employee to give additional notice based on the age of the employee concerned.

4.3.2.2 If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

#### 4.3.3 Time off during notice period

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

### CLAUSE 4.4 REDUNDANCY

OPDATE 01:10:2019 on and from

#### 4.4.1 Definitions

4.4.1.1 **Business** includes trade, process, business or occupation and includes part of any such business.

4.4.1.2 Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

4.4.1.3 **Small employer** means an employer who employs fewer than 15 employees.

4.4.1.4 **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

4.4.1.5 **Week's pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

#### 4.4.2 Transfer to lower paid duties

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

### 4.4.3 Severance pay

#### 4.4.3.1 Severance pay - other than employees of a small employer

An employee, other than an employee of a small employer as defined in 4.4.1.3, whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

<i>Period of continuous service</i>	<i>Severance pay</i>
Less than 1 year	Nil
1 year and less than 2 years	4 <b>weeks' pay</b> *
2 years and less than 3 years	6 <b>weeks' pay</b>
3 years and less than 4 years	7 <b>weeks' pay</b>
4 years and less than 5 years	8 <b>weeks' pay</b>
5 years and less than 6 years	15 <b>weeks' pay</b>
6 years and less than 7 years	15 <b>weeks' pay</b>
7 years and less than 8 years	13 <b>weeks' pay</b>
8 years and less than 9 years	14 <b>weeks' pay</b>
9 years and less than 10 years	16 <b>weeks' pay</b>
10 years and over	12 <b>weeks' pay</b>

\* **Weeks' pay** is defined in 4.4.1.5

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

4.4.3.3 Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the redundancy Case Decision [PR032004, 26 March 2004] and the Redundancy Case Supplementary Decision [PR062004, 8 June 2004].

#### 4.4.4 **Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in Clause 4.3.1 Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

#### 4.4.5 **Alternative employment**

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

4.4.5.2 This provision does not apply in circumstances involving transmission of business as set in 4.4.7.

#### 4.4.6 **Job search entitlement**

4.4.6.1 During the period of notice of termination given by the employer in accordance with 4.3.1.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

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

4.4.6.3 The job search entitlements under this subclause apply in lieu of the provisions of 4.4.3.

#### 4.4.7 **Transmission of business**

4.4.7.1 The provisions of this clause are not applicable where a **business** is before or after the date of this award, **transmitted** from an employer (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:

4.4.7.1(a) Where the employee accepts employment with the **transmittee** which recognises the period of continuous service which the employee had with the **transmittor** and any prior **transmittor** to be continuous service of the employee with the **transmittee**; or

4.4.7.1(b) Where the employee rejects an offer of employment with the **transmittee**:

(i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the **transmittor**; and

(ii) which recognises the period of continuous service which the employee had with the **transmittor** and any prior **transmittor** to be continuous service of the employee with the **transmittee**.

4.4.7.2 The **Tribunal** may vary 4.4.7.1(b) if it is satisfied that this provision would operate unfairly in a particular case.

#### 4.4.8 **Employees exempted**

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

#### 4.4.9 **Incapacity to pay**

The **Tribunal** may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.



**CLAUSE 4.5 ANTI-DISCRIMINATION**

OPDATE 01:10:2019 on and from

- 4.5.1 It is the intention of the respondents to this Award to achieve the principal object in section 3(m) of the *Fair Work Act 1994* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 4.5.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.5.3 Nothing in this clause is to be taken to affect:
- 4.5.3.1 Any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;
- 4.5.3.2 Until considered and determined further by the ***Tribunal***, the payment of different wages for employees who have not reached a particular;
- 4.5.3.3 An employee, employer or registered organisation, pursuing matters of discrimination in the State or federal jurisdiction, including by application to the Australian Human Rights Commission;
- 4.5.3.4 Nothing in this clause is to be taken to prevent a matter referred to in 4.5.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position.

## **PART 5 – WAGES AND RELATED MATTERS**

### **CLAUSE 5.1 CLASSIFICATIONS AND WAGE RATES**

OPDATE 05:12:2011 on and from  
Refer to Schedule 1.

### **CLAUSE 5.2 PAYMENT OF WAGES**

OPDATE 05:12:2011 on and from  
All moneys due to an employee will be made available for payment within 48 hours of the conclusion of the employers pay week, or, in exceptional circumstances, at a time to be mutually agreed upon between the employee and the employer. Provided that if the employee does not present themselves for the payment at that time, it may be deferred until the following day.

### **CLAUSE 5.3 HIGHER DUTIES**

OPDATE 05:12:2011 on and from  
Where an employee is required to work on duties, the prescribed rate of pay for which is higher than for the employee's ordinary duty, the employee will be paid for the time so worked at the higher rate with a minimum payment at such rate as for three and a half hours.

### **CLAUSE 5.4 ALLOWANCES**

OPDATE 01:10:2019 on and from (s 99 review)  
OPDATE 01:07:2019 1<sup>st</sup> pp on or after (cl. 5.4.5.1)

#### **5.4.1 Tools/Equipment**

- 5.4.1.1 The employer will pay an allowance of \$9.37 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 \$0.97 cents per day.
- 5.4.1.2 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.

#### **5.4.2 Laundry**

The employer will pay a weekly employee an allowance of \$3.27 per week for blouses and shirts and \$8.47 per week for other garments where uniforms are not laundered by the employer. For other than weekly employees a laundry allowance of \$2.61 per day will be paid up to a maximum of \$11.79 per week.

#### **5.4.3 Shoes**

The employer will pay a front of house employee an allowance of \$1.82 per day up to a maximum of \$6.12 per week where the employee is required to wear shoes of a colour other than black.

#### **5.4.4 Uniforms/Special costumes/Protective Clothing**

- 5.4.4.1 The employer will pay an employee who is required to wear a costume or uniform more unusual than is reasonably necessary for the performance of his or her work, an allowance of

5.4.4.1(a) If engaged by the week - \$9.18 per week

5.4.4.1(b) If engaged other than by the week - \$1.82 per performance.

- 5.4.4.2 If any question arises as to whether such costume or uniform is so more unusual, it will be referred to the ***Tribunal***.
- 5.4.4.3 An employee will be reimbursed the cost of any special uniforms or staff dresses required to be worn. Provided that such reimbursement will not be payable where the employer provides the special uniforms or staff dresses.
- 5.4.4.4 An employee will be reimbursed the cost of dry cleaning and laundering suitable protective clothing for electricians, utility staff, cleaners and maintenance staff if requested by an employee. Provided that such reimbursement will not be payable where the employer provides and cleans the protective clothing.
- 5.4.5 **Transmission or recording**
- 5.4.5.1 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 an allowance (recording allowance) of \$141.25 in addition to the rate they would otherwise have received. Provided that:
- 5.4.5.2 Where a performance is recorded for sound only or transmitted by radio only the provisions of 5.4.5.1 will apply to Sound Technicians only.
- 5.4.5.3 The provisions of 5.4.5.1 will not apply to:
- 5.4.5.3(a) Extracts of a performance or performances which are recorded or transmitted for news, publicity or promotional purposes, including paid television or radio commercials for that performance or season of performances;
  - 5.4.5.3(b) A performance or performances which are recorded for training, educational or archival purposes, provided that the hirer undertakes in writing to the employer that such recordings will not be used for public broadcast, exhibition, distribution or sale; and
  - 5.4.5.3(c) Occasions when the only purpose of the hiring is the recording or transmission of a performance, even though a non-paying audience may be present.
- 5.4.5.4 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.
- 5.4.5.5 Where the employer proposes an exclusion from payment of the recording allowance as provided for in 5.4.5.3, 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.

**CLAUSE 5.5 SUPERANNUATION**

OPDATE 05:12:2011 on and from

- 5.5.1 In addition to other payments provided for under this award, the employer will, subject to this clause, make a superannuation contribution to the Superannuation Trust of Australia (STA), being a superannuation fund which complies with the Australian Government's operational standards for occupational superannuation funds (the Fund).
- 5.5.2 Such payments will be equivalent to that prescribed in Federal Government Superannuation Legislation or three per cent of the employee's actual rate of pay, which ever is the greater, provided that this requirement will not apply to persons employed within Australia who are normally resident outside Australia.
- 5.5.3 The employer will establish at the time of the engagement, whether the employee is a member of STA.
- 5.5.4 In the event the employee is not a member of STA and the employee has made arrangements for his/her own complying superannuation fund the employer will request the employee to sign the following disclaimer:
- "I have been supplied with an application form to join STA but I do not wish to become a member of the fund as I have my own fund and I direct the employer to enter contributions into that fund."
- 5.5.5 In the event the employee is not a member of STA and does not have a personal fund, the employer will request that the employee complete a STA application form.
- 5.5.6 Where a contribution is made as prescribed in this clause, the employer will forward to the fund administrator of STA the contribution, the name and address of the employee on whose behalf the contribution is made and the Superannuation Fund number of the employee, or in the event the employee is not a member of STA the completed application form.
- 5.5.7 The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Change Act 1992, the Superannuation Industry (Supervisor) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation as varied from time to time, governs the superannuation rights and obligations of the parties.
- 5.5.8 For the purposes of this clause the normal gross rate of pay refers to:
- 5.5.8.1 In the case of weekly employees, the usual gross weekly earnings of a weekly employee including all over award payments; Rostered Day Off payments; Sunday where such Sunday is part of the employee's ordinary working week; or the contracted weekly rate of pay including any penalties or loadings where such penalties and loadings are part of the employee's contracted weekly rate. Provided that such rates will exclude overtime and penalty payments other than as provided for above, reimbursement allowances, broadcast allowances and annual leave loading.
- 5.5.8.2 Contracted weekly rate includes payment in accordance with an agreement involving a specified number of hours of work in excess of the ordinary hours prescribed by the award whether for the whole or a portion of the engagement.
- 5.5.8.3 In the case of casual employees, the actual gross earnings of such employee but not including any reimbursement allowances or broadcast allowances.

5.5.9 Superannuation contributions remain payable pursuant to this clause notwithstanding that an employee is absent from work on approved sick leave, annual leave, long service leave or other paid leave. Contributions also remain payable in respect of an absence which is the consequence of a bona fide worker's compensation claim.

5.5.10 The superannuation contribution will:

5.5.10.1 In the case of weekly employees, be paid no later than seven days following the end of the last pay period in any month.

5.5.10.2 In the case of casual employees payments will be made no later than 30 days following the engagement.

#### **CLAUSE 5.6 ECONOMIC INCAPACITY APPLICATIONS**

OPDATE 01:10:2019 on and from

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 *2019 State Wage Case and Minimum Standard for Remuneration* on the grounds of serious economic adversity. The merit of such application will be determined in light of the particular circumstances of each case and the impact on employment at the enterprise level. 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 the South Australian Employment Tribunal.

Any decision to temporarily postpone or reduce an increase will be subject to a further review, the date of which will be determined by the South Australian Employment Tribunal 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 the South Australian Employment Tribunal in the circumstances of each case.

## PART 6 – HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK

### CLAUSE 6.1 HOURS OF WORK AND TIME OFF

OPDATE 05:12:2011 on and from

#### 6.1.1 Weekly employees

- 6.1.1.1 The ordinary hours of work for weekly employees will, subject to 6.1.1.6 be 38 per week.
- 6.1.1.2 Ordinary hours may be worked on any of the days Monday through to and including Sunday between the hours of 7.00 a.m. and 12 midnight. Provided that a Theatrical Employee engaged specifically as a cleaner may be rostered to work ordinary hours between 12 midnight and 7.00 a.m. and will receive an additional loading of 20% of their ordinary hourly rate for such work.
- 6.1.1.3 The number of ordinary hours to be worked on any day will be a minimum of 4 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.
- 6.1.1.4 Full time employees will be entitled to 2 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 6 days.
- 6.1.1.5 Weekly employees must be notified by the employer of their working shifts by means of roster placed in the staff room for each employee's perusal. At least seven days' notice must be given to the employee should any alteration of the working hours be intended, except in the case of emergency.
- 6.1.1.6(a) The implementation of cyclic rostering, that is working hours other than as provided for in clauses 6.1.1.1 – 6.1.1.5, 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.
- 6.1.1.6(b) Different arrangements may apply to different areas of operation within the enterprise.
- 6.1.1.6(c) An agreement pursuant to clause 6.1.1.6(a) will be recorded in writing and be available to all employees.

#### 6.1.2 Casual employees

- 6.1.2.1 The ordinary hours of work for casual employees will be a minimum of 4 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 a.m. and 12 midnight.
- 6.1.2.2 Casual employees are not paid per performance. Employees may be required to work on a number of performances during an engagement.
- 6.1.2.3 Where casual employees are required to work on the same day on at least 3 **short performances** (as defined), and there is a break between any two of the short performances of at least 2 hours, those employees will be paid a minimum call for each such performance of 2 hours.

### 6.1.3 Savings

Employees engaged as Booking Clerks or Ticket Sellers as at 3 March 1997, will continue to be engaged on the basis of 36 hours per week which will be applied for all purposes under this award.

## CLAUSE 6.2 MEAL INTERVALS AND ALLOWANCES

OPDATE 05:12:2011 on and from

6.2.1 Weekly employees, in the ordinary course of work, will be entitled to meal intervals as follows:

#### 6.2.1.1 Lunch

One hour continuous between 12.00 noon and 3.00 p.m.

#### 6.2.1.2 Dinner

One hour continuous between 5.00 p.m. and 8.00 p.m.

#### 6.2.1.3 Supper

Half an hour between 10.00 p.m. and 12.00 midnight.

#### 6.2.1.4 Breakfast

One hour continuous between 7.00 a.m. and 9.00 a.m. but for cleaners, half an hour between 8.00 a.m. and 9.00 a.m.

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

6.2.3.1 The span of hours during which meal breaks may be taken may be varied where specific work requirements necessitate it.

6.2.3.2 In the event that 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.

6.2.3.3 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.

6.2.4 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 6.1 Hours of Work and Time Off.

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

6.2.6 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.

### CLAUSE 6.3 OVERTIME

OPDATE 05:12:2011 on and from

#### 6.3.1 Weekly employees

- 6.3.1.1 Weekly employees will receive overtime calculated to the nearest quarter of an hour, as follows:
- 6.3.1.2 For all work performed in excess of the rostered daily hours - at the rate of time and on half for the first 2 hours and **double time** thereafter.
- 6.3.1.3 For all work performed on a rostered day off - at the rate of **time and a half** for the first 4 hours and **double time** thereafter.
- 6.3.1.4 For all the work performed in excess of the weekly total of hours - at the rate of **time and a half**.
- 6.3.1.5 For all work performed after a break in working hours prescribed to be worked consecutively or continuously - at the rate of **time and a half**.
- 6.3.1.6 Part time employees who perform work in excess of 38 ordinary hours per week - time and one half for the first 2 hours and **double time** thereafter.

#### 6.3.2 Casual employees

- 6.3.2.1 A casual employee will receive overtime calculated to the nearest quarter of an hour.
- 6.3.2.2 A casual employee who works in excess of 8 hours per day will be paid overtime at the rate of **time and a half** for the first 2 hours and **double time** thereafter.
- 6.3.2.3 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.

#### 6.3.3 All employees

- 6.3.3.1 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.
- 6.3.3.2 An employee will, wherever possible, be given 24 hours' notice that the employee is required to work all night after an evening performance.
- 6.3.3.3 For all work performed between 12 midnight and 7.00 a.m. - at the rate of **double time** other than work performed by employees engaged specifically as cleaners.
- 6.3.3.4 An employee who works overtime on any day will be entitled to a break of ten hours before resumption of work on the following day. Should such employee be required to resume work before the expiration of ten hours the employee will be paid at the rate of **double time** until the employee is released from duty for such period.

### CLAUSE 6.4 SUNDAYS

OPDATE 05:12:2011 on and from

- 6.4.1 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.



- 6.4.2 Where an employee who commences work on a Saturday and continues to work without a break on Sunday, the minimum 4 hour call for work performed on a Sunday as prescribed in 6.4.1 will not apply.

## **PART 7 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **CLAUSE 7.1 ANNUAL LEAVE**

OPDATE 05:12:2011 on and from

#### **7.1.1 Annual leave entitlement**

All employees engaged by the week will have 152 hours annual leave for each year of service on **full pay** (as defined in Clause 1.5 Definitions) which leave will be taken within six months of the date of entitlement, unless otherwise mutually agreed. The said leave may be taken in two periods by mutual agreement.

#### **7.1.2 Time of taking annual leave**

If the 152 hours annual leave due under 7.1.1 will not have been given at the expiration of the year, the employee's right thereto will continue and accumulate in respect of each year's service but only to the extent of two years.

#### **7.1.3 Annual leave loading**

7.1.3.1 Each full time or part-time employee before going on any period of annual leave will be paid an annual leave loading at the rate of 17-1/2 per cent of the rate of full pay prescribed herein for such employee. Such loading will be in addition to the amount paid to the employee under 7.1.1.

7.1.3.2 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 the employee 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 award rates of pay applicable on that day.

7.1.3.3(a) When the employment of an employee is terminated by the 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 the employee has become entitled under the terms of 7.1.1, the employee will be paid the loading for the period of leave not taken.

7.1.3.3(b) Except as provided by 7.1.3.3(a) no loading is payable on the termination of an employee's employment.

#### **7.1.4 Public holidays during annual leave**

Where any public holiday as prescribed in 7.6 - Public holidays occurs during the period of the employee's annual leave, the leave will be increased by 7.6 hours for each such holiday.

#### **7.1.5 Proportionate annual leave on termination**

If the employment of any weekly employee be terminated such employee will be entitled to 15.2 hours pay for each month of service that has been rendered during the employment unless in respect of such service annual leave has been given by the employer or the employee has lost the right thereto under the provisions of this clause. Such payment will be made within fourteen days of the termination of the employment.

**7.1.6 Conversion of accrued leave**

7.1.6.1 All accumulated or accrued leave up to and including 2 March 1997, will be credited on the basis of a 38 hour week and rates of pay applicable to such leave will be calculated on the basis of a 38 hour divisor. Consequently credits will be converted as follows:-

If in weeks	x	38 hours;		
If in days	x	7.6 hours;		
If in hours	x	No. of hours	x	7.6 / 8

7.1.6.2 Leave debits on or after 3 March 1997 will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

**CLAUSE 7.2 SICK LEAVE**

OPDATE 05:12:2011 on and from

7.2.1 An employee who is absent from work on account of personal illness, or injury by accident not arising out of and in the course of the employee's employment and who has been in the service of the employer for a period of more than twelve weeks, will be entitled to leave of absence without deduction of pay subject to the following conditions and limitations:

7.2.2 During each year of service, 76 hours sick leave will be allowed.

7.2.3 The employee will, within 24 hours of the commencement of such sick leave absence, inform the employer of the employee's inability to report for duty and so far as practicable state the nature of the injury or illness from which the employee is suffering and the estimated period of the employee's absence.

7.2.4 The employee will, if so required by the employee's employer, provide satisfactory evidence of the nature of the injury and of the employee's inability to attend for duty on any day or days for which sick leave is claimed.

7.2.5 Subject to the provisions of this clause an employee will be allowed 30.4 hours' sick leave (in the aggregate) per year without having to produce a medical certificate.

7.2.6 Sick leave will accumulate from year to year so that any balance of the period specified in that clause which has in any year not been taken by the employee as paid sick leave, may be claimed by such employee and will be allowed by the employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Sick leave that accumulated pursuant to this clause will be available to the employee only for a period of twelve years from the end of the year in which it accrued.

**7.2.7 Conversion of accrued leave**

7.2.7.1 All accumulated or accrued leave up to and including 2 March 1997, will be credited on the basis of a 38 hour week and rates of pay applicable to such leave will be calculated on the basis of a 38 hour divisor. Consequently credits will be converted as follows:-

If in weeks	x	38 hours;		
If in days	x	7.6 hours;		
If in hours	x	No. of hours	x	7.6 / 8

7.2.7.2 Leave debits on or after 3 March 1997 will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

**CLAUSE 7.3 BEREAVEMENT LEAVE**

OPDATE 05:12:2011 on and from

- 7.3.1 An employee will on the death within Australia of a wife, husband, father, mother, child or step-child, be entitled to leave up to and including the day of the funeral of such relation and such leave will be without deduction of pay for the period not exceeding the number of hours worked by the employee in three ordinary days' work. Proof of such death will be furnished by the employee to the satisfaction of the employer. Provided however that this clause will have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave. For the purpose of this clause the words wife and husband will not include a wife or husband from whom the employee is separated, but will include a person who lives with the employee as a de facto wife or husband.
- 7.3.2 The provisions of this clause will be extended to include an employee who has been living in an established homosexual relationship providing that this clause will not have application in States where such homosexual relationships are prohibited by law.

**CLAUSE 7.4 PARENTAL LEAVE**

OPDATE 05:12:2011 on and from

Full-time or part-time employees are entitled to unpaid parental leave. Full details of this entitlement are set out in Schedule 2. Schedule 2 forms part of this Award.

**CLAUSE 7.5 JURY LEAVE**

OPDATE 05:12:2011 on and from

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

**CLAUSE 7.6 PUBLIC HOLIDAYS**

OPDATE 05:12:2011 on and from

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

- 7.6.4 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.
- 7.6.5 Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in this clause, those days will constitute additional holidays for the purpose of this award.
- 7.6.6 An employer and their employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees will constitute agreement.
- 7.6.6.1 If an employee is a member of a union bound by the award, the employee may be represented by the union in meeting and conferring with the employer about the implementation of the facilitative provisions.
- 7.6.6.2 An agreement pursuant to 7.6.6 will be recorded in writing and be available to every affected employee.
- 7.6.7 All employees who work on a public holiday, whether part of an ordinary roster or work cycle, or not part of a roster cycle, will be paid at the rate of **double time**, with a minimum payment as for four hours.
- 7.6.8 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 days pay in lieu thereof within seven days of the holiday.

#### **CLAUSE 7.7 LEAVE FOR CONSULTATION MEETINGS**

OPDATE 05:12:2011 on and from

Each employer will allow his/her employees to attend meetings to discuss industrial matters without loss of ordinary pay provided the following conditions are observed:

- 7.7.1 At least fourteen days notice of such meeting is given to the employer.
- 7.7.2 The meetings will be held on Mondays, not public holidays and will conclude by 12:30 p.m.
- 7.7.3 The employer is only obliged to pay wages for the period that the employee was rostered for duty.
- 7.7.4 The employer is only obliged to pay wages for the period of the meeting if the employer is in receipt of satisfactory evidence of the employee's attendance at the meeting.
- 7.7.5 The employer is not obliged to pay wages for more than two such meetings in any calendar year in each State.

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

### CLAUSE 8.1 TRAVELLING

OPDATE 05:12:2011 on and from

- 8.1.1 An employee required by the employer to travel will be reimbursed up to his/ her actual cost of an economy class air fare or equivalent to the destination. This provision will not apply where the employer provides and the employee elects to use employer provided transport.
- 8.1.2 When travelling on duty, an employee will be paid the full prescribed rate of pay for the whole period of the tour from the time of leaving the place of engagement at the beginning of the tour until the employee returns to that place of engagement at the end of the tour. Broken weeks at the beginning or end of the tour will be paid pro rata and the days of departure and return other than a Sunday, each to be counted as one day worked:
- 8.1.3 Provided that if either of such days be Sunday, 8.1.4 will apply to that day.
- 8.1.4 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 6.4 - Sundays for working on a Sunday, be paid for travelling, one-tenth of the prescribed per week rate in addition to the travelling allowance payable in respect of the Sunday.
- 8.1.5 If an employee engaged by the week is on tour and, on any calendar day on which the employee is required to work at a performance held on that day, is also required to travel during any time between 8.00 a.m. and 5.00 p.m. one half of the travelling time will be counted as time worked, providing the maximum number of hours so paid, will be four.
- 8.1.6 On the day a tour's journey begins the employer will be entitled to the ordinary services of the employee during so much of the day the employee is not travelling.
- 8.1.7 On the day a tour's journey ends the employer will be entitled to the ordinary services of the employee up to 5.00 p.m. during so much of the day as the employee is not travelling and if the employee fails without reasonable cause to attend when requested for such service, the employer will be entitled to deduct payment proportionate to the time during which the employee so fails to attend.
- 8.1.8 **Accommodation**
- 8.1.8.1 Where an employee is required to travel the following provisions will apply with respect to accommodation.
- 8.1.8.2 Travel period less than one week
- Where the period involved is one week or less an allowance of \$150.69 per night shall be payable provided that such allowance will not be payable where the employer provides ***suitable accommodation***.
- 8.1.8.3 Travel period greater than one week
- The employer shall pay to each employee a cash allowance of \$528.45 per week or \$105.68 per night up to a maximum of the weekly allowance per night up to a maximum of the weekly. Where this allowance is payable it should be paid in advance up to a maximum of one week. Provided that:

8.1.8.4 The above allowance is not payable:

8.1.8.4(a) Where the employer provides the accommodation.

8.1.8.4(b) If the employer elects not to provide accommodation and the employee elects to accept reimbursement of the expenses of such accommodation up to the maximum limits as follows:

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

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

8.1.8.6(a) In lieu of the provisions of 8.1.8.4(b) an employee may elect to take a cash allowance of \$508.80 per week or \$105.68 per night up to a maximum of the weekly cash allowance.

8.1.8.6(b) Where an employee elects to take this allowance it shall be paid in advance up to a maximum of one week.

8.1.8.7 Any dispute as to the operation of this clause or as to whether accommodation provided by an employer is ***suitable accommodation*** as is required by this clause will be dealt with in accordance with Clause 3.2 Dispute resolution.

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

#### 8.1.9 **Meals**

An employee required to travel will be an allowance for meals of \$48.67 per day to a maximum of \$243.28 per week. Provided that such allowances will not be paid where the employer provides meals of a satisfactory nature.

#### 8.1.10 **Incidentals**

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

#### 8.1.11 **Eligibility**

8.1.11.1 The provisions of 8.1.8, 8.1.9 and 8.1.10 above will not apply:

8.1.11.1(a) with respect to an employee who is engaged to work at a single location away from the employees place of residence for a specific period of twelve months or more.

8.1.11.1(b) where an employee is engaged on a ***local show***.

- 8.1.11.2 An employer will not knowingly engage on a **local show**, an employee whose place of residence is not in the local area.
- 8.1.11.3 The provisions of this clause will be applicable as though the place of residence of the employee or prospective employee had been correctly stated, where an employer:
- 8.1.11.3(a) avoids or seeks to avoid the operation of this clause by inducing any employee or prospective employee to misrepresent the employees' place of residence; or
  - 8.1.11.3(b) engages an employee where the employer knows that the place of residence of an employee or prospective employees has been misrepresented.



## SCHEDULE 1 – CLASSIFICATIONS AND WAGE RATES

OPDATE 01:07:2019 1<sup>st</sup> pp on or after

S1.1 As from the first pay period on or after the 1 July 2019, the minimum weekly rates of pay to be paid to an employee will be set out hereunder for the relevant classification level:

<i>Classification</i>	<i>Weekly rate</i>
Level 1 (Induction/Training)	767.90
Level 2	835.85
Level 3	863.50
Level 4	920.80
Level 5	948.85
Level 6	1,002.40
Level 7	1,037.45

S1.2 Notwithstanding, an employee may be engaged and paid for work performed at a particular level, such engagement does not prevent the employee undertaking duties prescribed for lower classification levels during such engagement.

### S1.3 **State Minimum Wage**

#### S1.3.1 The State Minimum Wage

No employee shall be paid less than the state minimum wage.

#### S1.3.2 Amount of state adult minimum wage

S1.3.2(a) The federal minimum wage for full-time adult employees not covered by clause S1.3.4 is \$754.30 per week.

S1.3.2(b) Adults employed under a supported wage clause shall continue to be entitled to receive the wage rate determined under that clause. Provided that such employees shall not be paid less than the amount determined by applying the percentage in the supported wage clause applicable to the employee concerned to the amount of the minimum wage specified in clause S1.3.2(a).

S1.3.2(c) Adults employed as part-time or casual employees shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the award. Provided that such employees shall not be paid less than pro rata the minimum wage specified in clause S1.3.2(a) according to the number of hours worked.

#### S1.3.3 Application of minimum wage to special categories of employees

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

S1.3.4 Application of state minimum wage to award rates calculation

The state minimum wage:

S1.3.4(a) Applies to all work in ordinary hours;

S1.3.4(b) Applies to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave and annual leave, and for all other purposes of this award; and

S1.3.4(c) Is inclusive of the arbitrated safety net adjustment provided by the *2019 State Wage Case and Minimum Standard for Remuneration* and all previous safety net and national and state wage adjustments.

S1.3.5 The rates of pay in this Award include the safety net adjustment payable under the *2019 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 *2019 State Wage Case and Minimum Standard for Remuneration* excepting those resulting from enterprise agreements or Award variations to give effect to enterprise agreements, are not to be used to offset safety net adjustments.

S1.4 Overaward payment is defined as the amount (whether it be termed overaward payment or by any other term whatsoever) of any payment made to an employee and which was not made in order to comply with this award.

## SCHEDULE 2 – PARENTAL LEAVE

OPDATE 05:12:2011 on and from

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

### S2.1 Definitions

For the purpose of this clause **child** means a child of the employee under the age of one year except for adoption of a child where **child** means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

### S2.2 Basic entitlement

S2.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their **child**. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

S2.2.2 Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

S2.2.2.1 For maternity and paternity leave, an unbroken period of one week at the time of the birth of the **child**;

S2.2.2.2 For adoption leave, an unbroken period of up to three weeks at the time of placement of the **child**.

### S2.3 Maternity leave

S2.3.1 An employee will provide to the employer at least ten weeks in advance of the expected date of commencement of parental leave:

S2.3.1.1 A certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

S2.3.1.2 Written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and

S2.3.1.3 A statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment

S2.3.2 Subject to S2.2.1 of this Schedule 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 the birth.

S2.3.3 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.

S2.3.4 Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

S2.3.5 Where leave is granted under S2.3.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

## S2.4 **Paternity leave**

S2.4.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

S2.4.1.1 A certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected dated of confinement, or states the date on which the birth took place; and

S2.4.1.2 Written notification of the dates on which he proposes to start and finish the period of paternity leave; and

S2.4.1.3 A statutory declaration stating:

- (a) he will take that period of paternity leave to become the primary care-giver of a **child**;
- (b) particulars of any period of maternity leave sought or taken by his spouse; and
- (c) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

## S2.5 **Adoption leave**

S2.5.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a **child** takes place earlier.

S2.5.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

S2.5.2.1 the employee is seeking adoption leave to become the primary care-giver of the **child**;

S2.5.2.2 particulars of any period of adoption- leave sought or taken by the employee's spouse; and

S2.5.2.3 that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

S2.5.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

S2.5.4 Where the placement of **child** for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

## S2.6 **Variation of period of parental leave**

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

## S2.7 **Parental leave and other entitlements**

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

## S2.8 **Transfer to a safe job**

S2.8.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

S2.8.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave.

## S2.9 **Returning to work after a period of parental leave**

S2.9.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

S2.9.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to S2.8 – Transfer to a safe job, the employee will be entitled to return to the position they held immediately before such transfer.

S2.9.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

## S2.10 **Replacement employees**

S2.10.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

S2.10.2 A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced

**APPLICATIONS FILED**

<i>Case No.</i>	<i>Description of Document</i>
<b>2337/2010</b>	<b>NEW AWARD</b> New Award made. Update 05/12/2011. (Award replaces Entertainment and Broadcasting Industry - Live Theatre and Concert - Award 1998.)
<b>2762/2012</b>	<b>AWARD VARIATION</b> Award varied. Cl. 5.4.5 Transmission or Recording, Cl. 5.6 Economic Incapacity Applications, Sch. 1 Classifications & Wage Rates re SWC 2012. Update ppc 01/07/2012.
<b>3245/2013</b>	<b>AWARD VARIATION</b> Award varied. Cl. 5.4.5 Transmission or Recording, Cl. 5.6 Economic Incapacity Applications, Sch. 1 Classifications & Wage Rates re SWC 2013. Update ppc 01/07/2013.
<b>4444/2014</b>	<b>AWARD VARIATION</b> Award varied. Cl. 5.4.5 Transmission or Recording, Cl. 5.6 Economic Incapacity Applications, Sch. 1 Classifications & Wage Rates re SWC 2014. Update ppc 01/07/2014.
<b>6409/2015</b>	<b>AWARD VARIATION</b> Award varied. Cl. 5.4.5 Transmission or Recording, Cl. 5.6 Economic Incapacity Applications, Sch. 1 Classifications & Wage Rates re SWC 2015. Update ppc 01/07/2015.
<b>3234/2016</b>	<b>AWARD VARIATION</b> Award varied. Cl. 5.4.5 Transmission or Recording, Cl. 5.6 Economic Incapacity Applications, Sch. 1 Classifications & Wage Rates re SWC 2016. Update ppc 01/07/2016.
<b>3381/2017</b>	<b>AWARD VARIATION</b> Award varied. Cl. 5.4.5 Transmission or Recording, Cl. 5.6 Economic Incapacity Applications, Sch. 1 Classifications & Wage Rates re SWC 2017. Update ppc 01/07/2017.
<b>4321/2018</b>	<b>AWARD VARIATION</b> Award varied. Cl. 5.4.5 Transmission or Recording, Cl. 5.6 Economic Incapacity Applications, Sch. 1 Classifications & Wage Rates re SWC 2018. Update ppc 01/07/2018.
<b>ET-19-01422</b>	<b>AWARD VARIATION</b> Award varied. Cl. 5.4.5 Transmission or Recording, Cl. 5.6 Economic Incapacity Applications, Sch. 1 Classifications & Wage Rates re SWC 2019. Update ppc 01/07/2019.
<b>ET-19-00602</b>	<b>S 99 REVIEW OF AWARD</b> Award varied. Cl. 1.3 Scope, Persons Bound and Locality, Cl. 1.5 Definitions, Cl. 2.1 Enterprise Flexibility Provisions, Cl. 3.2 Dispute Resolution, Cl. 4.1 Employment Categories, Cl. 4.4 Redundancy, Cl. 4.5 Anti-Discrimination, Cl. 5.4 Allowances, Cl. 5.6 Economic Incapacity Applications. Update 01/10/2019.