

ADELAIDE FESTIVAL CENTRE PERFORMING ARTS CENTRE ENTERPRISE AGREEMENT - 2008

File No. 6906 of 2008

**This Agreement shall come into force on
and from 17 November 2008 and have a
life extending until 19 November 2008.**

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE
AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR
WORK ACT 1994.



DATED 17 NOVEMBER 2008.

COMMISSION MEMBER



ADELAIDE FESTIVAL CENTRE PERFORMING ARTS CENTRE AGREEMENT - 2008

UNDERTAKING INSERTED PURSUANT TO SECTION 79(9)

THAT in relation to **Clause 15.3: Carer's Leave** and **Clause 18: Bereavement Leave**, Adelaide Festival Centre Trust is to apply these clauses in a manner that meets or exceeds the minimum requirements of the *Fair Work Act 1994*. In particular, the parties undertake to comply with the definition of "family" in that Act, which covers not only a spouse or domestic partner, a child and a parent but also "any other member of the person's household" and "any other person who is dependent on the person's care".

COMMISSION MEMBER

DATED 17th November 2008



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Adelaide Festival Centre Performing Arts Centre Agreement 2008

The Parties agree to accept and act by the following shared vision

This Enterprise Bargaining Agreement aligns the goals of the Trust with the needs and aspirations of staff. It defines the terms of employment relationship and provides ways to improve our enterprise to ensure its ongoing viability.

The Adelaide Festival Centre Trust exists to:

provide visible focus and stimulus for development of the Arts in South Australia and;

ensure the effective and creative use of its venues and other resources.

To achieve this, we will:

- foster creativity and excellence in the arts;
- produce, present and facilitate arts and entertainment events which enrich the lives of and entertain people;
- aim to be recognised internationally as a centre for artistic excellence and a model of Australian cultural expression;
- enable our staff to provide the highest standards of service to patrons, artists, hirers, clients and internal customers;
- manage the venues and facilities innovatively, responsibly and efficiently;
- operate successfully in a commercial environment where applicable.

The primary objectives of this Agreement are to improve the productivity, flexibility and efficiency of the Adelaide Festival Centre Trust and its employees, and improve the working life of employees by providing them with career paths and more flexible working conditions.

The specific aim of this Agreement is to implement an integrated strategy to ensure that the Trust's resources are effectively and efficiently directed towards achieving the Trust's goals, vision and objectives and to foster a climate of continuous improvement in productivity, efficiency, service and revenue generation .

In addition the need to have superior customer service internal and external is recognised within the Agreement in order for the Trust to improve its viability.

The Trust is committed to working with the Alliance and employees during the life of this Agreement to develop a scheme where customer service standards can be developed in line with best practice standards and then subsequently measured for use in future Enterprise Agreements

Part of the Strategic Organisational Development Plan is to ensure greater opportunities for all employees whether they are permanent, casual or contract. Workforce development strategies will explore issues such as Learning and Development, Succession Planning and Career Development plans.

For employees it will lead to:

- meaningful jobs,
- career paths based on competency development,
- improved job satisfaction and morale.

1 TITLE

This Enterprise Agreement shall be referred to as the Adelaide Festival Centre Performing Arts Centre Enterprise Agreement – 2008 (Agreement).

2 LOCALITY

This Agreement shall apply worldwide.

3 PARTIES AND PERSONS BOUND

3.1 This Agreement shall apply to and be binding upon:

3.1.1 The Media Entertainment Arts Alliance (the Alliance), its officers and members;

3.1.2 Employees engaged in any of the classifications specified in **this Agreement** where the work is performed in or in connection with one of the Theatres or other venue managed by the Trust whether members of the Alliance or not;

3.1.3 The Adelaide Festival Centre Trust (the "Trust") in respect of its employees engaged in any of the classifications specified in **this Agreement** where the work is performed in or in connection with one of the Theatres or other venue managed by the Trust whether members of the Alliance or not; and

3.1.4 the Chief Executive of the Department of the Premier and Cabinet (together the Parties).

3.2 This Agreement shall not be binding on the Alliance or the Trust where persons working within the Performing Arts Centre are engaged by another company. In the event that subcontractors are engaged by the Trust, the provisions of Clause 34 will apply.

3.3 Where the Entertainment & Broadcasting Industry - Live Theatre & Concert Award 1995 applies (including touring shows produced or co-produced by the Trust) this Agreement has no application. Trust employees will receive as a minimum the terms and conditions of this Agreement.

4 NO DISADVANTAGE

The Parties to the Agreement acknowledge that no employee may be disadvantaged through the making of this Agreement when taken as a total package. The Trust gives the commitment to uphold this principle in that no employee (casual, part-time, full-time or contract) shall receive less than they currently received by the application of this agreement.

In the event that any provisions or conditions of employment in the PAC Award are reduced or removed, employees to whom this agreement applies, shall not suffer any reduction in wages, entitlements, employment conditions or other benefits.

5 DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on and from the beginning of the first pay period to commence on or after the date of registration of this Agreement and shall remain in force **until 19 November 2008**.

6 PREVIOUS AWARDS

This Agreement shall be read and interpreted in conjunction with the Performing Arts Centres' Award 2001 ("the PAC Award") Where there is any inconsistency with this Agreement, the Award or any previous Adelaide Festival Centre enterprise agreement, this Agreement will take precedence.

7 FOUNDATIONS AND RELATIONSHIP TO PREVIOUS AGREEMENTS

The Parties agree that this Agreement is founded on the Principles, Terms and Conditions espoused in the Festival Centre Enterprise Bargaining Agreement 1993.

This Agreement assumes the ongoing commitment by both Parties to comply with the terms and conditions and achieve the initiatives and actions contained in the 1993, 94, 95, 98, 2001, 2003 and 2006 Enterprise Agreements; and the Drama Centre, Wardrobe and BASS Hybrid Agreements registered by the Parties provided that where there is any inconsistency, this Agreement will take precedence. This Agreement recognises, as with previous Agreements, the ability of the Parties to enter into subsidiary agreements, where it can be agreed that such an arrangement will be more beneficial to the employees and the Trust.

The parties give an undertaking to review Clauses 3 to 7 with a view to simplifying and ensuring that this Agreement is clear and legally enforceable. Relevant provisions from previous Agreements will be identified (in a document supplementary to this Agreement) and applied so that employees are able to understand their entitlements from this document. Employees will be notified of any changes to the document within three weeks of those changes being agreed between the parties.

8 HOURS OF WORK AND TIME OFF

8.1 EMPLOYEES ENGAGED BY THE FORTNIGHT

- 8.1.1 Except as otherwise provided in this Agreement for employees engaged by the fortnight the weekly total of ordinary hours of work shall be 38. Except as otherwise provided the daily total of hours shall be 7.6, to be worked continuously (subject to a suitable meal break) between the hours of 8.00 am and midnight. The meal breaks as per Clause 13 are not to be counted as time worked.
- 8.1.2 Provided however, that where mutual agreement is reached the daily total of 7.6 hours may be worked in two periods, each period to be a minimum of 3 hours and to be continuous except as to meal hours occurring therein and the penalty as prescribed in subclause 9.1.4 shall apply to the hours worked in the period after the break. This proviso shall not apply on Sundays or public holidays.
- 8.1.3 Specific variations to the standard hours clause have been made in respect to employees from the following departments.

8.1.3.1 House Management

For Theatre based Customer Service Representatives (see Appendix B for BASS, Appendix C for Front of House) the ordinary hours of work shall be:

- 38 hours per week which can be rostered any 5 of 7 days;
- the maximum ordinary hours to be worked in a day is to be limited to 8 hours which are to be worked continuously (subject to suitable meal breaks);
- the span of ordinary hours is from 8.00am to midnight

8.1.3.2 Box Office (BASS)

For Box Office based Customer Service Representatives (see Appendix B) the ordinary hours of work shall be between 8.00am and 10.00pm.

8.1.3.3 Infrastructure and Asset Services

Subject to 8.1.3.5, for employees classified to work in mechanical services, building services and other service departments (except as otherwise specified) the ordinary hours of work shall be:

- 40 hours per week which can be rostered any 5 days between Monday to Saturday;
- the daily total of 8 hours to be worked continuously (subject to suitable meal breaks) between 7.00am and 5.00pm.

For employees classified as Plant Operators and Head Plant Operators the span of ordinary hours is between 7.00am and 11.00pm (subject to suitable meal breaks).

For job roles classified as Cleaner and Head Cleaner the daily span of ordinary hours shall be between 6.00am and 11.00pm.

8.1.3.4 Set Building Workshops

For employees classified to work in the set building workshops the ordinary hours of work shall be 38 hours per week rostered on any of the days Monday to Sunday between the hours of 6.00am and 8.00pm.

8.1.3.5 Production and Asset Services

For employees classified to work in Production and Asset Services ordinary hours of work shall be 8 hours per day over a 5 days (40 hr week) with 2 hours per week accrued as Rostered Days Off. On 1 January in each year, all rostered days off accrued before 1 July in the previous year shall be paid out as determined by the award.

- On 1 July in each year, all rostered days off accrued before 1 January in that year shall be paid out.
- On termination, all rostered days off shall be paid out as set out in the award.

8.1.4 Cyclic Rostering

The implementation of cyclic rostering, which provides the opportunity for Accrued Days Off will be subject to agreement between the Trust, the Alliance and the majority of employees within a work unit. Any decision to implement cyclic rostering will only affect the work unit that made that decision.

8.1.5 Variation of Work

Subject to agreement between the Parties and the majority of employees in a department, the Parties may implement an alternative method of working the 38 hour week.

8.1.6 Days Off

Except as otherwise provided each employee engaged by the fortnight shall have two days off in each week of employment. Such two days shall be consecutive if it is reasonably possible to arrange rosters accordingly.

8.1.7 *Part-time employees*

8.1.7.1 A part-time employee means an employee engaged by the fortnight who works an agreed number of ordinary hours less than 38 hours each week.

8.1.7.2 Payment for ordinary time shall be paid hourly based on 1/38th of the weekly wage prescribed by the Agreement for the classification of work performed.

8.1.7.3 A part-time employee shall be entitled to overtime and penalty payments in accordance to the provisions applicable to full-time employees.

8.1.7.4 A part-time employee shall receive pro rata annual and sick leave based on the entitlements of full-time employees engaged by the fortnight are entitled to. The provisions of Clause 8.1.6 shall apply to Part-time employees.

8.2 **EMPLOYEES ENGAGED BY THE HOUR**

8.2.1 All casual employees shall be engaged by the hour with a minimum payment for each engagement as for three hours worked; except where otherwise provided for in clause 11.2.

8.2.2 Except as otherwise provided for in this Agreement an employee engaged by the hour, who has been required to attend for the purpose of starting work and has actually so attended, shall be paid for that shift.

8.2.3 Casual staff shall receive twenty-four hours notice of a change of rostered shifts. Where 24 hours notice is not provided a casual employee shall be paid for that shift.

8.3 **ALL EMPLOYEES**

8.3.1 Employees shall be advised of their shifts by means of roster which shall be on display and readily available to staff seven days (14 days in the case of Front of House) in advance. The burden of proving that seven (or 14 as applicable) days notice is not possible shall rest with the Trust. Staff may request to have rosters emailed to them. This shall not create a requirement on the Trust to provide email access.

8.3.2 There is no distinction for performance pay or for short performances.

8.3.3 A meal break required to be given under Clause 14 for all employees shall not constitute a break in the work of the employee. Accordingly work done before and after the meal break shall be counted as being continuous.

8.3.4 *Ten Hour Break*

8.3.4.1 The work of employees shall be so arranged that wherever reasonably practicable they have at least ten consecutive hours off duty between the work of successive days.

An employee who is rostered to commence ordinary hours of duty without having had at least ten consecutive hours off duty since the termination of work on the previous day shall, subject to this subclause, be given ten consecutive hours off duty without loss of pay for any rostered working time occurring during such absence.

If an employee resumes work without having had ten consecutive hours off duty, that employee shall be paid at double time until released from duty for such period and shall then be entitled to be absent until having had such ten consecutive hours off duty without loss of pay for rostered working time occurring during such absences.

8.3.4.2 The provisions of this subclause shall not apply under the following circumstances:

- in the case of employees working in the Mechanical Service Department on a two/three shift continuous roster for the purpose of changing weekly shift rosters; or

- where the work is by arrangement between the employees themselves with the approval of management.
- 8.3.7 6 Day Week
No employee shall be required to work on more than six days in any one week except:
- in cases of emergency and then no more than three times per year, which may be extended up to five times per year if agreement is reached with the Alliance Branch Secretary ;and recorded in writing by letter to the Branch Secretary, or
 - when the seventh day is a day on which no performance (other than a charity performance) is presented; or
 - by mutual agreement between the Trust, the Alliance and the employee.
 - Where staff are required to work more than 7 consecutive days, normal penalties shall apply on the 6th and 7th day, then double time should apply until a full day off is given.
- 8.3.8 The spread of hours of work as specified in Subclause 8.3.7 provided this Clause may be varied by mutual agreement between the Trust and the employee and such variations are recorded in writing. Where the employee is a member of the Alliance the Alliance may request a copy of the Agreement.

9 TERMS OF ENGAGEMENT

- 9.1 All employees on the permanent staff shall be engaged by the fortnight unless a longer period of engagement is agreed to between the Parties concerned.
- 9.2 Subject to the provisions prescribed by subclause 9.7 , when an employee is engaged by the fortnight the employment shall be terminated by either party in accordance with the provisions of notice as specified in the Workplace Relations Act, 1996. The employee shall only be entitled to payment up to the expiration of the notice. If an employee or the employer fails to give the required notice, one week's wages shall be forfeited or paid as the case may be.
- 9.3 When an employee is engaged by the hour the employment may be terminated without notice by either party subject to the payment of any prescribed minimum amount of wages to the employee as provided for in Clause 8.2.
- 9.4 The appropriate per hour rate for employees engaged by the fortnight shall be calculated for all purposes under this Agreement as follows:
- by dividing the total per weekly rate for that classification by 38;
 - for Box Office Customer Service Representatives (see Appendix B), where the weekly rate is divided by 37.5
- 9.5 The appropriate per hour rate for employees engaged by the hour shall be calculated for all purposes under this Agreement as follows:
- by dividing the total per week rate for the relevant classification (as specified in Appendix A) by 38 and adding a 22.5% loading.
 - to acknowledge the experience and contribution of **casual employees who have 5 or more years of continuous employment with the Trust (or other relevant employment if there has been a break in the continuity of employment) those employees will be paid at the Casual 2nd Tier rates specified in Appendix A**
 - for the payment of overtime and penalty provisions, the calculation of penalty rates is to apply to the base rate **including the casual loading.**
- 9.6 Rates of pay or allowances expressed as weekly amounts shall not be affected by the operation of subclause 9.5.
- 9.7 Nothing in this Agreement shall affect the legal right of the employer under common law to dismiss without notice any employee, irrespective of the terms of engagement and whether on tour or not, **gross or wilful** misconduct or other sufficient cause, and in the case of such dismissal wages shall be payable for the employment up to but not after the time of dismissal.
- 9.8 An employee whose services are terminated whilst on tour shall have their fare from the place of termination of employment back to their place of engagement paid by the employer and the employer shall ensure that the employee is so returned as expeditiously as possible.

10 OVERTIME AND PENALTY RATES

For the purposes of this Clause overtime must be authorised by the employer or their duly appointed representative.

10.1 EMPLOYEES ENGAGED BY THE FORTNIGHT

10.1.1 *Payment for working overtime in excess of daily total of hours*

Except where otherwise prescribed in this Agreement all work performed in excess of the prescribed daily total of hours shall be paid as overtime (calculated to the nearest quarter of an hour) at the rate of time and a half for the first two hours and double time thereafter on a daily basis.

10.1.2 *Payment for work outside of prescribed hours*

Payment for work performed outside the prescribed spread of hours or range of hours of work specified in Clause 8.1.1, a penalty payment of time and half shall be paid except as provided for in Clause 10.1.5. This penalty is not applicable where mutual agreement to vary the hours has been reached as provided for in Clause 8.3.8 Any such time worked under this clause may be counted as ordinary hours (single time) in the calculation of the weekly total of 38 hours per week.

10.1.3 *Payment after a break in working hours*

For all work performed after a break in working hours (prescribed to be worked consecutively or continuously) the penalty of time and a half shall apply to all such hours worked after the break.

10.1.4 *Requirement to work reasonable overtime*

An employee, engaged by the fortnight, may be required to work a reasonable amount of overtime, if so requested by the Trust, giving consideration to exceptional business and/or personal circumstances. Where there is a dispute in relation to unrostered overtime it shall be dealt with in accordance with the provisions of clause 38.

10.1.5 *Payment at night*

An employee engaged by the fortnight and called upon to work between midnight and 8am shall be paid at the rate of double time. Provided that this penalty shall not apply in the following cases:

- employees classified as a Cleaner or, Head Cleaner, for Mechanical and Building Services employees and for Set Building Workshops employees for the hours worked between the commencement of their ordinary hours and 8.00 am

All time worked shall be included as ordinary hours (single time) in the calculation of the weekly total of 38 hours.

10.1.6 *Call backs*

10.1.6.1 An employee recalled to work overtime after leaving their place of work shall be paid for a minimum of four hours work at the appropriate rate for each time they are so recalled; The employee shall not be required to work the full four hours if the job they were recalled to perform is completed within a shorter period.

10.1.6.2 This subclause shall not apply in cases where it is customary for an employee to return to their place of work to perform a specific job outside their ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. Overtime worked in the circumstances specified in subclause 7.2.2 shall not be regarded as overtime for the purpose of Subclause 8.3.4 when the actual time worked is less than three hours on such recall or on each of such recalls.

10.1.6.3 Regular weekly employees shall be given preference of work under this Clause.

10.1.7 *Cleaner's Rate*

For any work done by employees classified as a Cleaner or Head Cleaner

- for the hours worked between 12.00midnight and 6.00am (excluding work between 12.00 midnight Saturday and 6.00am Monday as provided elsewhere in this Agreement) payment shall be made at the rate of an additional 30% per hour.

- for the hours worked between 6.00am and 8.00am (excluding work between 12.00 midnight Saturday and 6.00am Monday as provided for elsewhere in this Agreement) payment shall be made at the rate of additional 20% per hour;
- for the hours worked between 4.00pm and 8.00pm by cleaners called back especially to do such cleaning work, payment shall be at the rate of 4% of the employee's basic weekly rate for each occasion the employee is called back.

10.2 CASUAL EMPLOYEES

- 10.2.1 Except where otherwise provided, employees engaged by the hour shall be eligible for overtime and penalty provisions in accordance to the same conditions that apply to fortnightly paid employees as described in Clauses 8.1,10.1 and 11.
- 10.2.2 A casual employee who has worked more than eight hours on any day shall be paid a penalty on the hourly rate (including casual loading) calculated in accordance with Clause 9.5, of an additional 50% per hour for the first two hours and 100% per hour thereafter.

10.3 ALL EMPLOYEES

10.3.1 *Notice of Change*

Where an employee is required to work all night after the evening performance the employee shall, wherever possible, be given 24 hours notice that the employee will be so required to work and the burden of providing impossibility of giving such notice shall rest upon the employer.

10.3.2 *Transport of Employees*

Employees who normally utilise public transport to travel to and from work, and are required to work after the last public transport service to their normal destination are entitled to claim re-imbusement of taxi fares incurred or mileage costs (at the rate specified under the Trust policy) for the direct journey to or from their normal place of residence and carparking costs for the period of the shift. Special circumstances will be taken in to account for travel outside of the hours 7pm to 7am.

10.3.3 *Set Building Workshop Overtime and Penalties*

Variations to overtime and penalty conditions for set building workshops employees are detailed in Appendix D with the exception of Mechanical Workshops staff employed prior 31 December 2000 whose overtime and penalty conditions shall be calculated as for Mechanical Services staff.

10.3.4 *Shift swapping*

An employee, because of special circumstances other than sick leave or annual leave, may arrange for a competent deputy to take their place by swapping or giving away shifts. Whether the deputy is competent shall be a decision of the employer. In these cases any applicable higher duties or penalties will be paid to the person actually working the shift.

- 10.3.5 Consideration in rostering may be requested by full-time and part-time staff to enable them to attend irregular or infrequent family and/or personal events. Consideration will be dependent on provision of sufficient notice and the needs of the business.

11 SUNDAYS AND PUBLIC HOLIDAYS

11.1 SUNDAY - ALL EMPLOYEES

Work performed between 11.00pm Saturday and 12.00 (midnight) Sunday shall be paid **at the rate of double time.**

11.2 SUNDAY - CASUAL EMPLOYEES

A minimum of 3 hours pay (4 hours for production department staff) will apply, except where the work is a continuation from Saturday and the total aggregate hours for the shift exceeds three (3) hours (4 hours for production department staff).

11.3 PUBLIC HOLIDAYS - FORTNIGHTLY PAID EMPLOYEES

- 11.3.1 An employee, engaged by the fortnight, will not lose pay as a result of the following public holidays falling on the employees ordinary working day:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday (where gazetted as a public holiday)
- Anzac Day
- Adelaide Cup Day
- Queen's Birthday
- Labour Day
- Christmas Day
- Proclamation Day
- or such other day that is generally observed in a locality as a substitute for any of the said days respectively and any other day which by proclamation or Act of Parliament may be substituted for any of the abovementioned days or may be created a public holiday.

For the purpose of this clause ordinary working day means a day on which the employee is normally rostered to work.

- 11.3.2 Where any employee engaged by the fortnight, works an ordinary shift on a public holiday which forms part of the ordinary five day working week, payment shall be at the rate of double time for the eight hour shift. Provided, however, that work in excess of the eight hours on such a day is payable at the rate of double time the ordinary per hour rate for the additional time so worked.
- 11.3.3 Where an employee, engaged by the fortnight, performs work on a public holiday which is in addition to the ordinary five day working week, such work not being in conjunction with other work, payment shall be double time the ordinary per hour rate, for the hours worked, with a minimum payment as for three hours worked except for employees in Production Department where the minimum shall be 4 hours.
- 11.3.4 Where an employee, engaged by the fortnight, continues to work following the conclusion of their normal shift on the day before a public holiday and such work continues into the public holiday (ie. after 12.00midnight), payment of the hours of work falling on a public holiday being at the rate of double time. There is no requirement for a minimum hours payment for such time worked on the public holiday.
- 11.3.5 An employee engaged by the fortnight, who is not required to work on a day by reason of that day being a public holiday as prescribed in this clause, shall nevertheless be paid for that day as if a normal shift had been worked.
- 11.3.6 An employee, engaged by the fortnight, whose rostered time off falls on a public holiday, shall be paid an additional day's pay in lieu thereof or be allowed an additional day off without loss of pay at a time to be agreed upon by the employer and the employee.

11.4 PUBLIC HOLIDAY - CASUAL EMPLOYEE

The conditions as per Clause 11.3.2 will apply to Casual Employees working on a Public Holiday.

11.5 ADDITIONAL LEAVE FOR WORK ON SUNDAY OR PUBLIC HOLIDAYS

Where a fortnightly paid employee works on a Sunday or public holiday as part of their ordinary rostered hours of work they shall be allowed additional leave as specified in subclause 16.2.

11.6 PREFERENCE OF WORK ON SUNDAYS OR PUBLIC HOLIDAYS

Full-time and part-time employees shall be given preference of work under this Clause.

12 PAYMENT OF WAGES

- 12.1 All monies due to an employee (made up to midnight on Monday) shall be made available for payment on Thursday in each fortnight, or, in exceptional circumstances, at a time to be mutually agreed upon between the employee and the employer.
- 12.2 Upon termination of employment all monies due to an employee shall be paid on the day of such termination. Provided that if such termination occurs after the close of the employers payment of wages facilities, all monies due are to be ready for collection or forwarded by post on the next working day.

- 12.3 Any employee short paid in any pay period, shall receive the amount short paid on the following pay day or as soon thereafter as possible, and any employee overpaid in the pay period shall repay the amount as soon thereafter as practicable in accordance with an agreed schedule.
- 12.4 Notwithstanding subclause 12.1 payment of wages may be made on a day other than a Thursday if circumstances arise such that it is not practicable for the employer to comply with its obligations on account of causes for which it cannot reasonably be held to be responsible; or if by mutual agreement recorded in writing between the employer and the Alliance.
- 12.5 Wages shall be paid by direct credit into a bank, building society or credit union account nominated by the employee.
- 12.6 Wages for casual employees shall be in arrears. Payment for employees engaged by the fortnight shall be calculated on the basis of one week in advance and one week in arrears. The one week in advance payment will be recovered from the employee on the termination of employment for whatever reason.

13 HIGHER DUTIES

Except where a regular weekly higher duties allowance is paid to an employee who regularly performs higher duties, an employee engaged by the fortnight is engaged for more than three hours on any day on duties carrying a higher rate than their ordinary classification shall be paid the higher rate for the whole of such day. If engaged in higher duties for three hours or less during any such day, payment will be at higher rate for three hours for that day.

Casual employees will be paid higher duties for the period of the engagement worked at a higher classification.

Penalty and overtime rates applicable during the period when higher duties are performed shall be calculated and paid on the higher rate.

14 MEAL INTERVALS AND ALLOWANCES

- 14.1 Meal breaks will not be counted as hours worked, but will not affect the continuity of hours worked during that engagement.
- 14.2 A meal break will be taken after 5 hours of continuous work, unless by mutual agreement of the Parties on reasonable grounds. If an employee works more than 5 hours without a meal break the employee will be paid at a rate of double time from the start of the 6th hour until the employee receives a meal break.
- 14.3 Where a performance falls on a Public Holiday or Sunday and a meal break is unable to be taken after 5 hours, the employee will claim an additional 1 hour at the end of the shift at double time.
- 14.4 Where the Green Room is closed during rostered breaks the Trust will arrange others to provide a choice of food for purchase on site. Where arrangements have been made to provide catering between performances/rehearsals for the performers then the show crew will be included in those arrangements.
- 14.5 Meal breaks will be provided and completed except by mutual agreement on reasonable grounds, within the following times: 7:00am and 9:00am (breakfast), between 12:00pm and 3:00pm (lunch) and between 5:00pm and 8:00pm (dinner).
- 14.6 The Trust will undertake to schedule and roster Lunch and Dinner to be 1 hour breaks as the preferred choice except in the case of BASS when the preferred meal break will be of thirty (30) minutes duration. Where the operational requirements roster a 30 minute meal break between show-calls and rehearsals or where meal breaks are rostered outside the prescribed times then the onus of proof will fall on the Trust to show that it was unable to comply in each particular case.
- 14.7 There will be a minimum of 3 clear hours between the completion of the two meal breaks

- 14.8 Where an employee is rostered for two meal breaks comprising lunch and dinner in a shift, one of these breaks shall be 60 minutes duration, the other a minimum of 30 minutes. Where an employee is rostered for a meal break and unforeseen circumstances allow less than the rostered time to be taken, the employee will be paid for that rostered period in addition to the payment for the time actually worked. Any allowances or penalties applying before the rostered break shall also apply to the additional payment.
- 14.9 Employees (Other than cleaners and head cleaners) commencing work before 5:00am and working beyond 8:00am shall be paid an additional \$7.63 (or other amount as amended in the Performing Arts Centres' Award 2001) for each meal interval occurring before their finishing time.
- 14.10 An employee required to work overtime without notification will be entitled to a payment of \$8.55 (or other amount as amended in the Performing Arts Centres' Award 2001) per meal for the second and subsequent meal.
- 14.11 The prescribed duration of a meal interval may be varied prior to the start of a shift or season by mutual agreement between the Parties.
- 14.12 An employee engaged to work on a continuous shift roster who is authorised to work during the whole or part of a normal meal break shall be paid for any period of the break not taken at the rate of double time.
- 14.13 An example of reasonable grounds for not taking a meal break under this clause may include:
- a performance exceeding 5 continuous hours. A Performance is defined as having an audience;
 - the remaining work requirements being able to be completed within the 6th hour.

15 SICK LEAVE

15.1 RATE OF ACCRUAL

An employee shall be credited with 6 days of sick leave entitlement on commencement of service and a further 10 days 6 months after the commencement of service. Thereafter the employee shall be credited with **12** days sick leave entitlement at the commencement of each successive year of service.

All sick leave shall be fully cumulative.

15.2 INCIDENCE

In the case of illness the Trust may grant an employee leave of absence with pay to the extent of that employee's accrual subject to the following conditions;

- 15.2.1 The employee must make reasonable effort to notify the Trust of their absence on sick leave and the expected duration of the absence as soon as possible but no later than the rostered shift start time. Outside normal working hours Stage Door may be notified.;
- 15.2.2 if absent for 2 days or more, which includes a Friday and Monday, the employee may be required to produce a medical certificate or other appropriate evidence to justify the period of absence;
- 15.2.3 the Trust may notify an employee of a future requirement (for a period not exceeding six months) to produce a medical certificate for an absence of less than 2 days where in the Trust's reasonable opinion it is warranted by the circumstances.

15.3 CARER'S LEAVE

An employee may convert sick leave to care for a sick family member. Satisfactory evidence a family member's illness is required by the Trust for an absence of two days or greater. Carer's leave provisions shall apply to employees required to care for a spouse upon birth of a child.

16 ANNUAL LEAVE

16.1 PERIOD OF LEAVE

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

16.2 ADDITIONAL LEAVE FOR SUNDAYS AND/OR PUBLIC HOLIDAY WORK

Notwithstanding any other provisions of this Agreement, an employee who works on a Sunday or public holiday as part of their ordinary rostered hours of work shall accrue additional leave at the rate of two and a half hours for each day so worked.

16.3 ANNUAL LEAVE EXCLUSION OF PUBLIC HOLIDAYS

Where any public holiday as prescribed in subclause 11.3.1 occurs during the period of the employee's annual leave, the leave shall increase by one day for each holiday occurring within the leave period.

16.4 ILLNESS OR INJURY ON ANNUAL LEAVE

Where an employee suffers any illness or injury during the period of the employee's annual leave and the illness or injury is such, that the employee is hospitalised or produces a certificate from a medical practitioner which states the illness or injury is of an equally serious and incapacitating nature, then such employee may have the period of such incapacity

converted to sick leave and the period of annual leave re-credited, subject to subclause 16.3 provided that:

- The employee notifies the employer as soon as practicable but in any case prior to the day on which such employee is due to return to duty; and
- The employee provides satisfactory evidence of the nature of the illness or injury and the period of incapacity; and
- The period of incapacity is not less than **three days**; and
- The employee has a sick leave credit available as per Clause 15.

16.5 LEAVE TO BE TAKEN

The annual leave provided by this Clause shall be allowed and taken except as provided by subclause 16.4 herein. Payment shall not be made or accepted in lieu of annual leave.

16.6 TIME OF TAKING LEAVE

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

16.7 CONTINUITY OF LEAVE

Annual leave may be taken in up to two continuous periods of 10 days or as otherwise mutually agreed between the employer and the employee.

16.8 PAYMENT FOR PERIOD OF ANNUAL LEAVE

Each employee before going on leave shall be paid such wages as are payable in respect of the period of leave due to and being taken by the employee as provided by subclauses 16.1 and 16.2 herein, including any days added pursuant to subclause 16.3.

For the purpose of this subclause wages shall be paid at the rate of full pay. Where an employee receives regular higher duties allowance as allowed for in Clause 13, the rate payable to an employee in respect of the period of annual leave granted shall include the regular weekly higher duties allowance.

16.9 PROPORTIONATE LEAVE ON TERMINATION

If the employment of any fortnightly employee is terminated by either party, such employee shall be entitled to two days pay for each completed month of service that has been rendered during the employment. Provided that no payments will be made in respect of such service for which annual leave has been given or payments have been made by the employer. Additional leave for Sundays and/or public holiday work as provided for in subclause 16.2 herein will also be paid out up to the date of termination of employment. Such payments shall be made within two working days of termination of employment.

17 ANNUAL LEAVE LOADING

- 17.1 Each employee before going on any period of annual leave shall for each week of such leave be paid an "annual leave loading" at the rate of 17.5% of the ordinary rate of pay prescribed for such employee. The maximum loading payable under this clause is that prescribed by the Public Service (Recreation Leave Loading) Award.
- 17.2 Such loading shall be in addition to the amounts paid to the employee in accordance with subclauses 16.2 or 16.3.
- 17.3 Employees entitled to additional annual leave for Sunday or public holiday work as prescribed in subclause 16.2 shall be paid an additional 17.5% of the weekly rate of pay prescribed for such employee for the additional days leave accrued.
- 17.4 Where an employee converts a period already paid as annual leave to sick leave in accordance with subclause 16.4, that period of annual leave, when taken later, will not qualify for "annual leave loading".
- 17.5 If any employee's services are terminated in accordance with clause 9.7, no annual leave loading is payable.

18 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 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 not exceeding the number of hours worked by the employee in 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 persons 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.

19 JURY LEAVE

- 19.1 In all cases, whether an employee desires exemption or not, an employee must notify the employer immediately a jury call-up notice is received.
- 19.2 If the employee desires exemption because of effect on their work they must write a letter, addressed to the Sheriff requesting exemption on those grounds. This should be submitted to the employer together with the jury call-up notice. These will be forwarded to the Sheriff by the employer with a memorandum stating whether the employer agrees that the employee's absence would significantly affect the working of the employer and whether the employees request for exemption is supported.
- 19.3 If an employee does not seek exemption the employer may make an application for exemption on the grounds of work needs as mentioned above.
- 19.4 The submissions of the employee and the employer will be considered by the Sheriff who will notify both the employee and the employer of their decision.
- 19.5 An employee attending for jury service during ordinary working hours shall be granted special leave with pay provided they notify the Sheriff prior to the commencement of the jury service that they do not seek payment (other than travelling expenses) for their attendance. The employee will be required to give the employer proof of the duration of attendance and that no payment has been received.

20 PARENTAL LEAVE

- 20.1 After 12 months continuous service, parents are entitled to a combined total of 104 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.
- 20.1 Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth or adoption of a child, is entitled to fourteen weeks paid maternity /paternity/adoption leave.
- 20.2 The following conditions apply to an employee applying for paid maternity/paternity leave or paid adoption leave:

- (a) The total of paid and unpaid maternity/paternity/adoption/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 fourteen weeks leave, paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences. The paid maternity/adoption leave 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.
- 20.3 Part-time employees will have the same entitlements as full time employees, but paid on a pro-rata basis according to the average fortnightly number of hours worked during the immediately preceding 12 months (disregarding any periods of leave).
- 20.4 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.
- 20.5 Where the pregnancy of an employee not then on maternity leave terminates after 24 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 20.6 Subject to this clause, an employee is entitled to return to work after maternity or adoption leave on a part time basis, at the employee's substantive level, until the child's second birthday. The following conditions apply to an employee applying to return on a part time basis:

- 20.6.1 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;
- 20.6.2 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.

21 APPEARANCE ON STAGE

There shall be no restriction on employees who are classified as Wardrobe Assistant, Dresser, Assistant Stage Manager, Fly Person/Props, Technicians, Head Wardrobe, Head Technician, Costume Supervisor and Stage Manager, appearing on stage when the reasonable requirements of their duties demand. Where staff are required to appear on stage in costume or as a choreographed integral part of a production they will be paid an allowance of \$11.95 per performance.

22 BROADCAST OF A LIVE PERFORMANCE ALLOWANCE

- (a) This allowance applies only to Technicians in Production who work on a live performance being recorded or broadcast for commercial gain. For the purposes of this clause "Technician" means a staff member directly involved in staging productions in the specialised technical areas of lighting, sound, stage mechanics and props, stage management and wardrobe.
- (b) Employees will not be entitled to receive the Broadcasting Allowance if the Trust has not given authorisation for the recording or broadcast whether it is of an audio or visual nature.
- (c) Where a live 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 staff who perform work on that performance will receive an allowance ("recording allowance") of \$86.28 in addition to the rate they would otherwise have received. Provided that:
 - (I) the recording allowance will only be paid for the recording or transmission during a live performance; and
 - (II) one payment only will be made under the provisions of sub-clause (c) above notwithstanding that recording of a production may take place over a number of performances within one season of the same show.

- (d) Where a performance is recorded for sound only or transmitted by radio only, the provision of sub-clause (c) above will apply to sound technicians only.
- (e) The provisions of sub-clause (c) above will not apply to:
 - (I) Extracts of a performance or performances which are recorded or transmitted for news, documentaries, publicity or promotional purposes, including paid television or radio commercials for that performance or season of performances;
 - (II) a performance or performances which are recorded for training or archival purposes, provided that the presenter undertakes in writing to the Trust that such recordings will not be used for public broadcast, exhibition distribution or sale; and
 - (III) on occasions when the specific and only purpose of the hiring is the recording or transmission of a performance, even though a non-paying audience may be present.
 - (IV) The recording or broadcast is made on behalf of a registered not for profit or educational organisations.
- (f) The recording allowance is not to be counted as ordinary pay for the calculation of overtime, penalty and annual leave loading payments.

23 UNION REPRESENTATIVE

The Alliance may accredit employees as its union representatives. The union representatives will form part of the "House Committee" and shall be recognised by the Trust. Union Representatives and "House Committee" members will be allowed reasonable time during ordinary working hours to raise and address matters concerning Alliance members, with the Trust and its representatives. Such matters shall be raised and addressed at the earliest time practical.

The employer will provide access to up to ten days, in aggregate across the organisation, union training leave to enable union officers and delegates to attend recognised, accredited programs designed to assist them to perform their union role.

24 FIRST AID KITS

Reasonable first aid kits shall be provided in strategic and accessible locations throughout the employer's premises.

25 PROTECTIVE CLOTHING, UNIFORMS, EQUIPMENT AND LAUNDRY ALLOWANCES

- 25.1 Any special uniforms or clothing required to be worn by employees shall be provided and dry-cleaned or laundered at the employers expense.
- 25.2 The employer shall provide and employees will be required to wear suitable protective clothing for all building maintenance and plant maintenance employees, cleaners and projectionists.
- 25.3 The employer shall provide wet weather gear for any employee required to work outside during wet weather.
- 25.4 All mechanical property or light requirements, including appropriate torches, are to be provided.
- 25.5 Cleaners shall be provided with all materials and implements necessary for their work, with hot water for cleaning and scrubbing during cold weather.

26 SECURITY

An employee who handles cash on behalf of the employer shall not be held responsible for cash shortages if they are instructed to allow another employee or another person authorised or instructed by the employer access to their cash during their shift.

27 CHANGING FACILITIES

- 27.1 The employer shall provide suitable changing facilities for employees and adequate storage for clothes whilst on duty.
- 27.2 Theatre Attendants shall be provided with sitting accommodation near the door for their use when they are not required by their work to be standing.

28 SPECIAL COSTUME FOR EMPLOYEES

No employee shall be required to wear a special costume or uniform unless it has been approved as not indecent, grotesque or ridiculous by the authorised representative of the Alliance or in the absence of his/her approval, subject to application to the Industrial Relations Commission of South Australia.

29 TRAVELLING

29.1 Accommodation

29.1.1 In this clause unless the context otherwise provides:

- “suitable accommodation” means single room modern motel or serviced apartment accommodation with private facilities.
- “serviced apartment” means an apartment with cooking facilities for which clean linen is supplied once per week and the apartment cleaned at least once per week at the cost of the employer.
- The rates specified will be updated with any amendments to the Performing Arts Centres Awards.

29.2 Where an employee is required to travel the following provisions will apply with respect to accommodation:

29.2.1 Where the period of travel is one week or less the employer shall provide suitable accommodation or if the employer and employee agree an allowance of \$127.25 per night shall be payable in lieu of the provision of accommodation.

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

29.2.3 The reimbursement limits referred to above are:

– Sydney and Melbourne	890.60
– Canberra	765.90
– Adelaide, Hobart, Perth & Brisbane	628.95
– Other Places	586.30

29.2.4 Where an employer and employees agree in writing shared accommodation may be provided by the employer. The employer shall retain a copy of any such agreement.

29.2.5 Where the employer is not providing accommodation and employees agree in writing to share accommodation the reimbursement limits set by this clause shall be increased by 25% in respect of such shared accommodation..

29.2.6 Reimbursement shall be made weekly or at such longer intervals as the employer and employee agree and shall 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.

29.2.7 In lieu of the provisions of sub-clause 29.2.3 of this clause an employee may elect to take a cash allowance of \$445.30 per week or \$89.05 per night up to the maximum of the weekly cash allowance.

29.3 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 shall be dealt with in accordance with the following procedure:

29.3.1 The matter shall first be discussed between the employer and employee.

29.3.2 If the matter remains unresolved it may be referred by either the employee or employer to the relevant union and employer association respectively for assistance in seeking resolution.

29.3.3 If following these steps the matter remains unresolved it shall be notified to the Industrial Relations Commission of South Australia.

29.4 Where any party to this Agreement is of the view that suitable accommodation cannot be provided in accordance with this clause for any reason including the remoteness of the location, the shortage of suitable accommodation or the cost of such accommodation, the following procedures will apply:

29.4.1 The matter shall be discussed at first instance between the employer and employees directly concerned.

29.4.2 Where agreement cannot be reached or if either party required assistance the appropriate union or employer association should be notified and formal negotiations should occur.

29.4.3 If the matter remains unresolved following the negotiations referred to the above, the matter should be notified to the Industrial Relations Commission of South Australia for resolution.

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

An employer shall assist any employee who requests such assistance in the obtaining of any available discounts on accommodation of the employees' choice.

29.6 Meals

An employee required to travel shall be provided by the employer with all meals or paid an allowance in lieu of \$38.32 per day to a maximum of \$191.60 per week

29.7 Incidentals

An employee required to travel shall be paid an allowance for incidentals of \$11.74 per day to a maximum of \$58.70 per week.

29.8 On Tour

29.8.1 An employee when on tour shall be paid the appropriate rate as prescribed in clause 9 of this Agreement for the whole time of the tour; from the time of leaving the place of engagement at the beginning of the tour until the employee returns to that place at the end of the tour. Broken weeks at the beginning or end of the tour are to be paid pro rata and the days of departure and return are to be counted as days worked. Provided that if either of such days be a Sunday, the rate prescribed in subclause 29.8.4 herein shall apply to that day.

29.8.2 On the day such a tour's journey begins the employer shall be entitled to the ordinary services of such employee during so much of the day the employee is not travelling, but such service shall not continue later than one hour before the scheduled departure time of the means of transportation.

29.8.3 On the day such a tour's journey ends the employer shall be entitled to the ordinary services of such employee up to 5:00pm 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 shall be entitled to deduct payment proportionate to the time during which the employee so fails to attend.

29.8.4 If an employee engaged by the fortnight is on tour and on any calendar day on which the employee is required to work at a performance or rehearsal held on that day, is also required to travel during any time between 8:00am and 5:00pm one half, not exceeding four hours of such travelling time or four hours thereof if the half exceeds four hours shall, for the purpose of computing the amount of work (if any) done over the prescribed weekly total or ordinary hours of work, be counted as time worked.

29.9 Overseas Allowance

29.9.1 The allowances based on tax ruling 2003/7 should apply to overseas travel. The allowances are based on salaries of \$75,400 and below.

29.9.2 Phone Expenses

Employees shall have reasonable phone expenses paid (reasonable deemed to be one call per day of 10 minutes duration except on special circumstances).

29.9.3 Car Parking

Staff can avail themselves of a car park subject to availability of car parking with rates as per Schedule 1

30 TIME AND WAGES RECORD

30.1 The employer shall keep time sheets showing the name of and the times worked each day by each employee and shall retain such time sheets in good condition and unaltered for at least the period as required by relevant state law. In the case of casual employees the time sheet shall also clearly show the starting and finishing time of all performances on which the employee concerned has performed work classified by the employer as performance duty.

30.2 The employer shall keep **records** for each employee showing the amount of wages paid in each week to that employee and all deductions made therefrom.

30.3 The record of time worked shall be available for inspection by an accredited official of the Alliance during the employer's usual office hours. The official making such inspection shall be entitled to take a copy of, or an extract from, such records in the case of a suspected breach of this Agreement.

30.4 One clear day's notice shall be given to the employer of any intended inspection.

30.5 All staff shall be provided with a payslip (or similar) each fortnight which details the classifications, rates, total hours worked, annual, sick and long service leave entitlements. Payslips are to be mailed to casual employees. Employees may request details of their payroll records maintained by the Trust upon giving reasonable notice.

31 POSTING OF AWARD AND NOTICES

31.1 The employer shall cause a copy of this Agreement and the Award to be posted in a suitable conspicuous place in each theatre and the Trust's intranet.

31.2 Accredited Alliance representatives shall be permitted to put on the notice board or boards, union notices, signed or countersigned by the representative posting it. Any notice posted on such board not so signed or countersigned may be removed by an accredited Alliance representative or by the employer.

32 ADJUSTMENT OF RATES

32.1 For the purposes of calculating the rates of pay to be paid subject to this Agreement following their adjustment by a general increase, weekly rates of pay shall be calculated to the nearest ten cents and hourly rates of pay shall be calculated to the nearest one cent. In the case of weekly rates of pay, amounts of five cents and above shall go to the higher

figure. In the case of hourly rates of pay amounts of 0.5 cents and above shall go to the higher figure.

- 32.2 All allowances paid subject to this Agreement shall be calculated to the next one cent following their adjustment by a general increase, and amounts of 0.5 cents and above shall go to the higher figure.

33 SUPERANNUATION CONTRIBUTIONS

The Trust shall make superannuation contributions in a manner consistent with the requirements of the Award and relevant legislative requirements.

- 33.1 Where an employee is a member of the State Government Superannuation Scheme payment will be made to this scheme.

- 33.2 For the purposes of this Clause superannuation contributions will be based on the employee's "normal gross rate of pay". This will be defined as:

33.2.1 In the case of weekly employees the usual gross weekly earning of a weekly employee including all over award payment, sixth day payment, Sunday payments where such Sunday is part of the employee's ordinary working week; or the contracted weekly rate of pay including any penalties and loadings where such penalties and loadings are part of the employee's contracted weekly rate;

33.2.2 Provided that such rates shall exclude overtime and penalty payments (other than as provided for above), reimbursement allowances, broadcast allowances and annual leave loading.

33.2.3 "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 Agreement whether for the whole or a portion of the engagement.

33.2.4 In the case of casual employees the actual gross earnings of such employee but not including any reimbursement allowances.

- 33.3 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 approved paid leave. Contributions also remain payable in respect of an absence, which is the consequence of a bona fide workers compensation claim.

34 SUB-CONTRACTS

The employer shall not enter into any contract for the carrying on of any of the work covered by this Agreement unless the contract contains a Clause binding the contractor to pay at least the rates and conditions prescribed by the Award or Agreement applicable to the contractor. For the purposes of this clause, Award or Agreement means the industrial instrument binding on the contractor in either the SA or Federal jurisdiction. If no Award or Agreement exists the terms of this Agreement shall apply.

35 GRANDPARENTING OF ALLOWANCE

All fortnightly paid (full-time) employees engaged by the Trust prior to 1 July 1998 will be entitled to a service payment of \$10.61 per week. This service payment is fixed and will not be subject to any further increases to wages and salaries that may apply in the future. This allowance will not apply to new employees engaged after that date.

Tradespersons and Trades Assistants engaged in the Building Services and Mechanical Services departments will continue to receive the over-award payment that applies at the date of operation of the Agreement, but such allowances shall be fixed and will not be subject to any future increase that may apply to wages and salaries.

First Aid Allowances will continue to be paid to existing Personnel who have current certificates. Existing First Aid Personnel who do not maintain the currency of the First Aid Certificate, will cease receiving the First Aid Allowance.

36 SHIFT ALLOWANCE

Plant operators who work shifts rostered between the hours of 7.00am and 5.00pm Monday to Friday, who are required to work a shift rostered outside these hours as part of their normal working week, shall be paid an allowance as specified in Appendix A per shift (as adjusted from time to time

with any Enterprise Agreement increase) for each shift worked outside the hours of 7.00am and 5.00pm Monday to Friday.

Plant operators who work shifts not being rostered between 7am and 5pm Monday to Friday shall be paid the allowance as specified below and adjusted with any enterprise agreement increase per week. This allowance shall be applied during authorised paid absences on sick and annual leave.

Asset services shift allowance to be calculated at 10% of ordinary time or \$68.03 per week/\$11.34 per day, whichever is the higher.

37 TRAINING

The Parties recognise the benefits that structured training can have on productivity and customer service and that these benefits should be to the employee and to the Trust.

The Trust will during the life of the Agreement, work with the Alliance and employees to develop a career structure that provides opportunities for those employees who have obtained formal qualifications, where those skills are required and can be utilised by the Trust. The Trust will develop a performance and development recognition programme aimed at recognising the efforts of employees who achieve performance and training objectives determined jointly by employees and their managers.

In developing this career structure, the Parties recognise that the total employment numbers of the Trust will limit the opportunities available so every effort will be made to ensure that the training provided has national recognition to enable employees, if they so desire, to pursue career options external to the Trust.

During the life of the Agreement, the Trust will provide a training fund based on 1.5% of its total wages bill.

38 DISPUTES SETTLING PROCEDURES

38.1 As a party to this Agreement the Alliance undertakes to:

- advise the Trust in writing of any significant concern or complaint known to the Union in relation to the terms of this Agreement, conditions of employment or industrial matters in general;
- in the event that any matters referred to in subclause 38.1 above remain unresolved, the matter shall be referred to the Industrial Relations Commission of South Australia for mediation and/or arbitration.

38.2 The status quo that existed immediately prior to the dispute will be observed during the settlement process.

38.3 All Parties agree to ensure that the dispute settling procedures are followed with the objective being to ensure no loss of productivity or loss of service.

38.4 The procedure outlined in this clause is the formal process which is to occur. It is expected that issues will be addressed at an informal level between the Parties prior to this process being used.

39 QUANTUM AND TIMING

A 3.5% wage increase will apply from 20th November 2007 to the ordinary hours payment, as specified in Appendix A, to employees covered under Clause 3 of this Agreement.

40 REDUNDANCY

Conditional on approval of this Enterprise Agreement, the Trust and the Alliance hereby acknowledge their commitment to the 1996 Memorandum of Understanding (MOU) to the following effect:

- The operation of the MOU has been extended by the South Australian Government up to and including 28 October 2009 for employees covered by the South Australian Government Wages Parity (Weekly Paid) Enterprise Agreement 2007.
- There will be no forced redundancy for employees bound by this Enterprise Agreement for the period during which the MOU has been extended, i.e. up to and including 28 October 2009.

- The Trust agrees to review this commitment having regard to the relevant provision applying in the South Australian Government Wages Parity Enterprise Agreement at that time.
- The terms of the MOU do not form part of this Enterprise Agreement.

For the purposes of this Enterprise Agreement, a reference to the MOU is to be taken as a reference to the MOU varied in the manner provided in Attachment A to this Enterprise Agreement. The terms of Attachment A are agreed by the Parties. Attachment A is included only for the purpose of information and does not form part of this Enterprise Agreement.

Where improved services and efficiencies are obtained which result in staff becoming excess to requirements, the Trust will provide these employees with access to redeployment opportunities and Targeted Voluntary Separation Packages in accordance with Government policy and procedures as available from time to time.

41 CHANGE MANAGEMENT

All Parties recognise the need to continue to change in order to be competitive and meet the challenges of industry and community conditions. While the provisions of this Agreement have been framed to address change in employment conditions all Parties recognise that there is also a priority need to continue to revise work practices and structures in line with best practices in the market place.

42 VARIATION TO AGREEMENT

Both Parties recognise the need for the Trust to remain competitive in order to retain its viability and hence able to provide employment opportunities.

Both Parties agree that nothing in this Agreement shall preclude them from entering into negotiations to vary this Agreement where a specific need is mutually agreed.

43 REVIEW OF CLASSIFICATION STRUCTURE

The Parties undertake to complete all outstanding classification reviews as soon as possible. The reviews will be conducted by a committee of peers and managers from the relevant department. Any new classification(s) or changes in classification(s) as a result of this review will form part of the Agreement.

44 NO EXTRA CLAIMS`

There will be no further claims for the term of this Agreement and any safety net adjustment or living wage decisions arising out of the General Application to Review Award Wages` will be absorbed. Where safety net adjustment mean that rates in this Agreement are less than those stated in the underpinning awards, the minimum award rates will apply.

45 NEGOTIATION OF FURTHER AGREEMENT

The parties agree to bargain collectively in relation to any matters arising from this agreement including the renewal, extension, variation or renegotiation of this agreement.

Upon approval of this Agreement, the parties will immediately commence the renegotiation of a successor Agreement. These negotiations will be conducted on a collective basis between the parties with the negotiated outcome being collectively approved.

Should negotiations for a new collective agreement not be finalised prior to the nominal expiry date of this agreement, the rates of pay and conditions prescribed by this agreement will continue to be observed for all employees by the parties. Unless agreed, this agreement will not be terminated.

46 SALARY PACKAGING

46.1 This clause applies for the period an employee enters into a Salary Sacrifice Agreement. A Salary Sacrifice Agreement (SSA) is the formal administrative instrument between the employer and the employee which enables salary packaging arrangements to be put in place. The employee will bear costs to employer of Salary Sacrifice Agreement including FBT and administration charges.

- 46.2 Subject to this clause, the salary payable to an employee, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Agreement will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of, this Agreement.
- 46.3 Any entitlement to payment of overtime, leave loading or shift allowance will be based on the salary that would have been payable had the employee not entered into a SSA.
- 46.4 Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements, the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.

47 SIGNATORIES TO THE AGREEMENT

SIGNED for and on behalf of)
THE ADELAIDE FESTIVAL CENTRE TRUST)

.....
witness

SIGNED for and on behalf of)
MEDIA ENTERTAINMENT ARTS ALLIANCE)

.....
witness

Without Prejudice
ATTACHMENT A

This attachment is included only for the purpose of information.

“Attachment C – Changes to Redeployment Practice”
of the MOU is varied as follows with effect from 2 October 2001.

The following changes to redeployment practice presently prescribed in Public Sector Management Act Direction No. 6 (made on 01/01/97) have been agreed between the Parties to take effect from 2 October 2001. The changes will apply to employees who are excess on or after 2 October 2001.

The following will be added to Part 6 Redeployment Principles in Direction No. 6.

6.1(e) Pending assignment/transfer/placement in an ongoing position, an excess employee will be provided with and will undertake temporary work. During the period the employee is undertaking such temporary work, the employing agency will identify, in consultation with the employee, opportunities for training, re-training or other relevant development in order to expand the employee's options for redeployment. The employee will co-operatively and actively participate in any such identified training, retraining or other relevant development opportunities.

6.1(f) If after a period of 6 months as an excess employee no suitable ongoing position has been offered or accepted, the excess employee may be directed to a position/work (not necessarily within the employee's substantive agency) that is within the excess employee's skills or abilities, with training if required. A position or package of work will be deemed suitable even if it involves variation to any, or all of, starting and finishing times, distance from home (provided every effort is made so as not to involve relocation of the employee's household and due consideration is given to the employee's personal circumstances), or rate of pay (provided that this clause will not affect the Income Maintenance clause in Direction No.6). An employee who has been an excess employee for at least 6 months will be subject to this clause. If an employee believes the direction to be unreasonable, the employee may request the Commissioner for Public Employment (or delegate) to mediate between the employee (including a representative of an employee Alliance, if applicable) and the agency in order to resolve the issue.

6.1(g) An excess employee will:

- (i) with the assistance and support of the employing agency, prepare, maintain and provide in a timely manner an up to date resume to the agency's redeployment case manager or other designated person;
- (ii) attend interviews as requested and participate in them in a positive and constructive manner;
- (iii) actively co-operate in an agency's efforts to effect redeployment to an ongoing position (including redeployment to a position on a trial basis);
- (iv) comply with any reasonable request/direction from the agency's redeployment case manager or other designated person (however designated); and
- (v) comply with all attendance requirements.

-oOo-

RISK MANAGEMENT POLICY

It is the policy of the ADELAIDE FESTIVAL CENTRE TRUST that all operations are conducted in a manner which ensures, as far as reasonably practicable,

- ◆ the Health and Safety of all employees, consumers, visitors to our sites and others who may be affected by our operations.
- ◆ compliance with all applicable legislation.
- ◆ Protection of assets and earning capacity against loss, and
- ◆ protection of the environment.

These policy objectives will be achieved by implementation, throughout all parts of the business, of an effective Risk Management program including the following;

- ◆ Training all managers and employees to enable them to perform their tasks appropriately.
- ◆ Maintenance of information and loss recording systems using appropriate technologies in order to provide the Board and the Business Units with the best available data for making Risk Management decisions.
- ◆ Maintenance of records in accordance with legislative limits, or longer in accordance with AFCT policy.
- ◆ Monitoring and reporting to management and the Board on significant circumstances and issues which could adversely affect the AFCT.
- ◆ Implementing loss prevention and control measures directed at reducing the potential for injury, loss or damage to the lowest level possible in the prevailing circumstances.
- ◆ Maintenance of the highest practicable property/business interruption protection standards by each of the Business Units.
- ◆ Maintenance of crisis management and recovery plans for significant risks in each Business Unit.
- ◆ Implementation of strategies to limit liability arising from the AFCT's activities by;
 - minimising the incidence and adverse impact on third parties and employees of any activities.
 - ensuring Business Unit's contractual arrangements do not assume unnecessary liabilities or unnecessarily give up rights.
 - ensuring contractual arrangements transfer risks and liabilities, where appropriate
 - taking out appropriate insurance cover (where available) in the case of risks that cannot be passed on to another party.
- ◆ Ensuring Business Unit managers appreciate the balance required in favour of loss control resources dedicated to risk reduction against resources applied to risk financing.
- ◆ Maintenance of direct, professional, long-term relationships with insurers/re-insurers and advisers.
- ◆ Application of AFCT standards, where appropriate, to suppliers and other third parties.

Responsibility for establishing and maintaining effective Risk Management strategies rests with the management within each Business Unit, accountable to the Chief Executive Officer.

Risk Management programs will adopt best industry practices and apply these standards, as far as is reasonably practicable, consistently throughout all operations worldwide.

Schedule 1

Carparking Fees

Fixed rates for carparking will be as follows:

\$6.75 from 30/6/07 to 19/11/08

After hours staff rate ticket validation will be available

Category	PRODUCTION:		RATE		Classification
	Employee Type	SET	20/11/2006	20/11/2007	
T	Full-time (weekly)	38 HRS	\$ 527.60	546.10	
			\$ 13.8842	\$ 14.3711	
	Casual 22.5% (hourly)		#####	17.60	
	Casual 2nd tier		17.68	18.31	
A	Full-time/Part-time (weekly)	4	\$ 588.10	608.70	Unskilled Trades Gardener
			\$ 15.4763	\$ 16.0184	
	Casual 22.5% (hourly)	1	18.95	19.62	
	Casual 2nd tier	22	19.71	20.41	
B	Full-time (weekly)	12	\$ 593.70	614.50	Metal Trades Assistant, Electrical Trades Assistant
			\$ 15.6237	\$ 16.1711	
	Casual 22.5% (hourly)	13	19.15	19.81	
	Casual 2nd tier	24	19.91	20.60	
C	Full-time (weekly)	5	\$ 609.60	630.90	Stagehand Building Trades Assistant (skilled), Head Gardener
			\$ 16.0421	\$ 16.6026	
	Casual 22.5% (hourly)	7	19.65	20.34	
	Casual 2nd tier	26	20.44	21.15	
D	Full-time (weekly)	11	\$ 619.50	641.20	Cleaner
			\$ 16.3026	\$ 16.8737	
	Casual 22.5% (hourly)	9	19.98	20.67	
	Casual 2nd tier	28	20.78	21.50	
E	Full-time (weekly)	15	\$ 641.60	664.10	Driver
			\$ 16.8842	\$ 17.4763	
	Casual 22.5% (hourly)	-	20.69	21.41	
	Casual 2nd tier	30	21.52	22.26	
F	Full-time (weekly)	-	\$ 678.80	702.60	Assistant Stage Manager
			\$ 17.8632	\$ 18.4895	
	Casual 22.5% (hourly)	19	21.88	22.65	
	Casual 2nd tier	32	22.76	23.56	
G	Full-time (weekly)	103	\$ 690.10	714.30	Dresser/Wardrobe Assist, Technician, Scenic Artist, Painter
			\$ 18.1605	\$ 18.7974	
	Casual 22.5% (hourly)	100	22.24	23.03	
	Casual 2nd tier	34	23.13	23.95	
H	Full-time (weekly)	106	\$ 708.90	733.70	Carpenter, Multiskilled tradesperson, Concrete Tradesperson, Plant Operator, Electrician, Fitter
			\$ 18.6553	\$ 19.3079	
	Casual 22.5% (hourly)	99	22.85	23.65	
	Casual 2nd tier	36	23.76	24.60	
I	Full-time (weekly)	-	\$ 721.10	746.30	
			\$ 18.9763	\$ 19.6395	
	Casual 22.5% (hourly)	-	23.24	24.06	
	Casual 2nd tier	-	24.17	25.02	
J	Full-time (weekly)	116	\$ 749.70	775.90	Advanced Technician
			\$ 19.7289	\$ 20.4184	
	Casual 22.5% (hourly)	113	24.16	25.01	
	Casual 2nd tier	38	25.13	26.01	
K	Full-time (weekly)	110	\$ 768.20	795.10	Head Wardrobe; Head Technician
			\$ 20.2158	\$ 20.9237	
	Casual 22.5% (hourly)	108	24.76	25.63	
	Casual 2nd tier	40	25.75	26.66	
L	Full-time (weekly)	120	\$ 785.40	812.90	Head Plant Operator (tradesperson), Building Foreperson, Set Building Supervisor, Costume Supervisor, Stage Manager
			\$ 20.6684	\$ 21.3921	
	Casual 22.5% (hourly)	118	25.32	26.21	
	Casual 2nd tier	42	26.33	27.25	
N	Full-time (weekly)	-	\$ 790.90	818.60	
			\$ 20.8132	\$ 21.5421	
	Casual 22.5% (hourly)	-	25.50	26.39	
	Casual 2nd tier	-	26.52	27.44	
O	Full-time (weekly)	47	\$ 839.90	869.30	Head Plant Operator (Advanced/dual trade qualifications as per Award)
			\$ 22.1026	\$ 22.8763	
	Casual 22.5% (hourly)	48	27.08	28.02	
	Casual 2nd tier	46	28.16	29.14	
P	Full-time (weekly)	41	\$ 862.70	892.90	Technical Specialist



BCSR Classification	BASS: Employee Type	RATE SET	20/11/2006	20/11/2007	
BCSR (T)	Full-time (weekly)	700	\$527.60	\$546.07	New Staff Trainees
	37.5 HOURS		\$14.0693	\$14.5618	
	Casual 22.5% (hourly)	701	\$17.24	\$17.84	
	Casual 2nd tier	702	\$17.92	\$18.55	
BCSR 3	Full-time (weekly)	730	\$609.60	\$630.94	Customer Service Rep Call Centre
			\$16.2560	\$16.8250	
	Casual 22.5% (hourly)	731	\$19.91	\$20.61	
	Casual 2nd tier	732	\$20.71	\$21.43	
R 4	Full-time (weekly)	740	\$678.80	\$702.56	Box Office Clerk (Call Centre and box office) Customer Service Rep Multiskilled Counter Venues Outlets Subscriptions Renewals Special Events
			\$18.1013	\$18.7349	
	Casual 22.5% (hourly)	741	\$22.17	\$22.95	
	Casual 2nd tier	742	\$23.06	\$23.87	
BCSR 5	Full-time (weekly)	750	\$721.00	\$746.24	Box Office Clerk (Multiskilled inc. Outlets and groups) Customer Service Rep Special Events Subscriptions Renewals
			\$19.2267	\$19.8996	
	Casual 22.5% (hourly)	751	\$23.55	\$24.38	
	Casual 2nd tier	752	\$24.50	\$25.35	
BCSR 6	Full-time (weekly)	760	\$790.90	\$818.58	Senior Box Office Clerk Senior Special Events Clerk Senior Customer Service Rep
			\$21.0907	\$21.8288	
	Casual 22.5% (hourly)	761	\$25.84	\$26.74	
	Casual 2nd tier	762	\$26.87	\$27.81	
BCSR 7	Full-time (weekly)	770	\$839.90	\$869.30	Team Leader
			\$22.3974	\$23.1814	
	Casual 22.5% (hourly)	771	\$27.44	\$28.40	
	Casual 2nd tier	772	\$28.53	\$29.53	



Category	FOH: New Classification	Employee Type	RATE SET	20/11/2006	20/11/07	
A	PCSR 1	Full-time/Part-time (weekly)	610	\$588.20	\$608.80	F Theatre/Function Attendant Cloak Room Attendant Paid Meeting
		Training level	611	\$15.4789	\$16.0211	
		Casual 22.5% (hourly)	612	\$18.03	\$18.66	
		Casual 2nd tier	613	\$18.97	\$19.63	
		Full-time (weekly)	620	\$19.73	\$20.41	
				\$616.50	\$638.10	
B	PCSR 2	Training level	621	\$16.2237	\$16.7921	Programme/ Merchandise Seller, Dunstan Playhouse Desk Attendant, Artspace Attendant, Corporates Attendant, Stage Door HMT
		Casual 22.5% (hourly)	622	\$18.95	\$19.61	
		Casual 2nd tier	623	\$19.94	\$20.57	
		Full-time (weekly)	630	\$20.74	\$21.39	
				\$648.80	\$671.50	
				\$17.0737	\$17.6711	
C	PCSR 3	Training level	631	\$19.88	\$20.58	O FT Stage Door Attendant FT Car Park Attendant Showbitz Attendant Relief Attendant
		Casual 22.5% (hourly)	632	\$20.92	\$21.65	
		Casual 2nd tier	633	\$21.76	\$22.51	
		Full-time (weekly)	640	\$678.80	\$702.60	
				\$17.8632	\$18.4895	
				\$20.80	\$21.53	
F	PCSR 4	Training level	641	\$21.89	\$22.65	Team Leader
		Casual 22.5% (hourly)	642	\$22.77	\$23.56	
		Casual 2nd tier	643			
		Full-time (weekly)	650	\$721.10	\$746.30	
				\$18.9763	\$19.6395	
				\$22.09	\$22.86	
I	PCSR 5	Training level	651	\$23.25	\$24.06	House Supervisor
		Casual 22.5% (hourly)	652	\$24.19	\$25.02	
		Casual 2nd tier	653			
		Full-time (weekly)	660	\$790.90	\$818.60	
				\$20.8132	\$21.5421	
				\$25.50	\$26.39	
N	PCSR 6	Training level	661	\$26.53	\$27.44	House Supervisor EC
		Casual 22.5% (hourly)	662			
		Casual 2nd tier				
		Full-time (weekly)				

