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| <p>Part 1—Application and Operation</p> <p>1. Title</p> <p>This award is the <i>Broadcasting and Recorded Entertainment Award 2010</i>.</p> <p>2. Commencement and transitional</p> <p>2.1 This award commences on 1 January 2010.</p> <p>2.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.</p> <p>2.3 This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:</p> <ul style="list-style-type: none"> • minimum wages and piecework rates • casual or part-time loadings • Saturday, Sunday, public holiday, evening or other penalties • shift allowances/penalties. <p>2.4 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p>2.5 The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p>2.6 The Fair Work Commission may review the transitional arrangements:</p> <p>(a) on its own initiative; or</p> | <p>Part 1—Application and Operation of this Award</p> <p>1. Title and commencement</p> <p>1.1 This award is the <i>Broadcasting and Recorded Entertainment Award 2016</i>.</p> <p>1.2 This modern award, as varied, commenced operation on 1 January 2010.</p> <p>1.3 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p> <p><i>References to transitional arrangements removed – obsolete</i></p> |
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| <p>(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or</p> <p>(c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or</p> <p>(d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.</p> | |
| <p>3. Definitions and interpretation</p> <p>3.1 In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>agreement-based transitional instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>award-based transitional instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>broadcasting and recorded entertainment industry means the production (including pre-production and post-production), broadcasting, distribution, showing, making available, and/or sale of audio and audio/visual content including but not limited to feature films, television programs (including series, serials, telemovies and mini-series), news, current affairs, sport, documentaries, video clips, digital video discs, television commercials, training films and the like whether for television exhibition, theatrical exhibition, sale to the public, digital media release or release in any other medium</p> <p>cadet means an employee who is constantly or regularly in training in the collection of and/or preparation of matter for television or radio news services and current affairs programs</p> <p>call means a performance or rehearsal or recording session or a combination of any of these for a minimum of three hours' duration</p> <p>cinema means any building or structure used for the purpose of exhibiting films commercially and includes a drive-in</p> | <p>2. Definitions</p> <p>In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>all purposes means the payment will be included in the rate of pay of an employee who is entitled to the allowance or loading, when calculating any penalties or loadings or payment while they are on annual leave (see clause 34.2(a))</p> <p>broadcasting and recorded entertainment industry means the production (including pre-production and post-production), broadcasting, distribution, showing, making available, and/or sale of audio and audio/visual content including but not limited to feature films, television programs (including series, serials, telemovies and mini-series), news, current affairs, sport, documentaries, video clips, digital video discs, television commercials, training films and the like whether for television exhibition, theatrical exhibition, sale to the public, digital media release or release in any other medium</p> <p>cadet means an employee who is constantly or regularly in training in the collection of and/or preparation of material for television or radio news services and current affairs programs</p> <p>call means a performance or rehearsal or recording session or a combination of any of these for a minimum of three hours' duration</p> <p>cinema means any building or structure used for the purpose of exhibiting films commercially and includes a drive-in</p> |

daylight shifts mean all on-air shifts starting between 4.00 am and 5.59 pm Monday to Friday

default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

Division 2B State award has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

Division 2B State employment agreement has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

enterprise award-based instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

indigenous employee means an Aboriginal or Torres Strait Islander person

journalist means an employee engaged in the gathering, writing or preparing of news matter or news commentaries

juvenile means an artist who is less than 16 years of age

metropolitan television station means a station that is operated by a metropolitan commercial television broadcasting licensee in accordance with the *Broadcasting Services Act 1992* (Cth)

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

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indigenous employee means an employee who is an Aboriginal or Torres Strait Islander person

journalist means an employee engaged in the gathering, writing or preparing of news matter or news commentaries

juvenile means an artist who is less than 16 years of age

loaded minimum hourly rate applies to cinema employees only and means the relevant minimum hourly rate for entertainment employees in clause 13.3, plus the cinema loading prescribed in clause 13.4

metropolitan television station means a station that is operated by a metropolitan commercial television broadcasting licensee in accordance with the *Broadcasting Services Act 1992* (Cth)

minimum hourly rate means the hourly rate for an employee's classification as specified in clause 13—Classifications and minimum wages

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

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| <p>NES means the National Employment Standards as contained in sections 59 to 131 of the Act</p> <p>non metropolitan television station means a station other than a metropolitan television station</p> <p>on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client</p> <p>orchestra and/or band means a combination of musicians engaged to perform together</p> <p>standard rate means the minimum weekly wage for a Grade 5 entertainment employee in clause 14—Classifications and minimum wages</p> <p>transitional minimum wage instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> | <p>NES means the National Employment Standards as contained in sections 59 to 131 of the Act</p> <p>non-metropolitan television station means a station other than a metropolitan television station</p> <p>ordinary hourly rate means the minimum hourly rate for an employee’s classification as specified in clause 13—Classifications and minimum wages plus any all purpose allowance or loading to which an employee is entitled</p> <p>on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client</p> <p>orchestra and/or band means a combination of musicians engaged to perform together</p> <p>standard rate means the minimum weekly wage for a Grade 5 entertainment employee in clause 13.3</p> <p><i>Definitions relating to transitional instruments removed - obsolete</i></p> |
| <p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p> | <p>3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p> |
| <p>4. Coverage</p> <p>4.1 This award covers employers throughout Australia in the broadcasting and recorded entertainment industry and their employees in the classifications set out in this award to the exclusion of any other modern award.</p> <p>4.2 This award does not cover employers covered by the following awards with respect to employees covered by the:</p> <p>(a) <i>Clerks—Private Sector Award 2010</i>;</p> <p>(b) <i>Journalists Published Media Award 2010</i>;</p> <p>(c) <i>Air Pilots Award 2010</i>; or</p> <p>(d) <i>Commercial Sales Award 2010</i>.</p> | <p>4. Coverage</p> <p>4.1 This industry award covers employers throughout Australia in the broadcasting and recorded entertainment industry and their employees in the classifications set out in this award to the exclusion of any other modern award.</p> <p>4.2 Broadcasting and recorded entertainment industry means the production (including pre-production and post-production), broadcasting, distribution, showing, making available, and/or sale of audio and audio/visual content including but not limited to feature films, television programs (including series, serials, telemovies and mini-series), news, current affairs, sport, documentaries, video clips, digital video discs, television commercials, training films and the like whether for television exhibition, theatrical exhibition, sale to the public, digital media release or release in any other medium</p> |

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| <p>4.3 This award does not apply to news editors employed by a metropolitan television station.</p> <p>4.4 The provisions of Part 3—Types of Employment and Termination of Employment and Part 8—Journalists (except for clauses 45.2, 49.2 and 49.3) of this award will not apply to any journalist who would otherwise be covered by this award where:</p> <p>(a) the employee is employed on a fixed term contract; and</p> <p>(b) in the case of metropolitan television station, the employee is paid an annual salary not less than \$87,169; or</p> <p>(c) in the case of non metropolitan television station, the employee is paid an annual salary not less than \$70,714.</p> <p>4.5 The award does not cover an employee excluded from award coverage by the Act.</p> <p>4.6 The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>4.7 The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees.</p> <p>4.8 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.9 This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the</p> | <p>4.3 This award does not cover:</p> <p>(a) news editors employed by a metropolitan television station; or</p> <p>(b) employers covered by the following awards with respect to employees covered by the:</p> <p>(i) <i>Clerks—Private Sector Award 2016</i>;</p> <p>(ii) <i>Journalists Published Media Award 2016</i>;</p> <p>(iii) <i>Air Pilots Award 2016</i>; or</p> <p>(iv) <i>Commercial Sales Award 2016</i>.</p> <p>4.4 The provisions of Part 2—Types of Employment and Classifications and Part 9—Journalists (except for clauses 48.3, 52.2(b) and 52.2(c)) of this award will not apply to any journalist who would otherwise be covered by this award where:</p> <p>(a) the employee is employed on a fixed term contract; and</p> <p>(b) in the case of metropolitan television station, the employee is paid an annual salary not less than \$87,169; or</p> <p>(c) in the case of non-metropolitan television station, the employee is paid an annual salary not less than \$70,714.</p> <p>4.5 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 4.1 and 4.2 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.6 This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clauses 4.1 and 4.2 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described are being performed. Clause 4.6 operates subject to the exclusions from coverage in this award.</p> |
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| <p>exclusions from coverage in this award.</p> <p>4.10 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and employee are covered by an award with occupational coverage.</p> | <p>4.7 This award does not cover:</p> <ul style="list-style-type: none"> (a) an employee excluded from award coverage by the Act; (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees; or (c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)), or employers in relation to those employees. <p>4.8 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and employee are covered by an award with occupational coverage.</p> |
| <p>5. Access to the award and the National Employment Standards The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.</p> <p>6. The National Employment Standards and this award The NES and this award contain the minimum conditions of employment for employees covered by this award.</p> | <p>3. The National Employment Standards and this award</p> <p>3.1 The NES and entitlements in this award contain the minimum conditions of employment for employees covered by this award.</p> <p>3.3 The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.</p> |
| <p><i>Clause inserted - proposed new provision</i></p> | <p>5. Effect of variations made by the Fair Work Commission A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.</p> |

| <p>7. Award flexibility</p> <p><i>Provision not reproduced - standard clause - no change</i></p> | <p>6. Award flexibility for individual arrangements</p> <p><i>Provision not reproduced - standard clause - no change</i></p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|------------------------------------|-----------|------------------------------------|------|--------------------------------------|---------------|------|-------------------------|---------------|------|-----------------------------|---------------|---------|--------------------------------|---------------------------|---------|--------------------------------|---------------|------|--|---------------------------|------|---------------------------------------|---------------|------|--|---------------|-------------|--|---------------|---------|-----------------------------------|---------------|----|----------------------------------|---------------|------|--|--------------|
| <p><i>Clause inserted - proposed new provision</i></p> | <p>7. Facilitative provisions for flexible working practices</p> <p>7.1 A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or the majority of employees in the enterprise or part of the enterprise concerned. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.</p> <p>7.2 Facilitative provisions in this award are contained in the following clauses:</p> <table border="1" data-bbox="1220 614 2072 1479"> <thead> <tr> <th>Clause</th> <th>Provision</th> <th>Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td>11.3</td> <td>Casual employment – payment of wages</td> <td>An individual</td> </tr> <tr> <td>16.5</td> <td>Annual leave in advance</td> <td>An individual</td> </tr> <tr> <td>16.9</td> <td>Cashing out of annual leave</td> <td>An individual</td> </tr> <tr> <td>20.2(b)</td> <td>Public holidays – substitution</td> <td>The majority of employees</td> </tr> <tr> <td>20.2(c)</td> <td>Public holidays – substitution</td> <td>An individual</td> </tr> <tr> <td>29.4</td> <td>Television Broadcasting – ordinary hours of work and rostering</td> <td>The majority of employees</td> </tr> <tr> <td>30.1</td> <td>Television Broadcasting – meal breaks</td> <td>An individual</td> </tr> <tr> <td>31.4</td> <td>Overtime – time off instead of payment</td> <td>An individual</td> </tr> <tr> <td>34.2(f)(iv)</td> <td>Television Broadcasting – director’s loading</td> <td>An individual</td> </tr> <tr> <td>35.3(b)</td> <td>Radio Broadcasting – hours on air</td> <td>An individual</td> </tr> <tr> <td>39</td> <td>Radio Broadcasting – meal breaks</td> <td>An individual</td> </tr> <tr> <td>40.3</td> <td>Radio Broadcasting – meal break during</td> <td>The majority</td> </tr> </tbody> </table> | Clause | Provision | Agreement between an employer and: | 11.3 | Casual employment – payment of wages | An individual | 16.5 | Annual leave in advance | An individual | 16.9 | Cashing out of annual leave | An individual | 20.2(b) | Public holidays – substitution | The majority of employees | 20.2(c) | Public holidays – substitution | An individual | 29.4 | Television Broadcasting – ordinary hours of work and rostering | The majority of employees | 30.1 | Television Broadcasting – meal breaks | An individual | 31.4 | Overtime – time off instead of payment | An individual | 34.2(f)(iv) | Television Broadcasting – director’s loading | An individual | 35.3(b) | Radio Broadcasting – hours on air | An individual | 39 | Radio Broadcasting – meal breaks | An individual | 40.3 | Radio Broadcasting – meal break during | The majority |
| Clause | Provision | Agreement between an employer and: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11.3 | Casual employment – payment of wages | An individual | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 16.5 | Annual leave in advance | An individual | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 16.9 | Cashing out of annual leave | An individual | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 20.2(b) | Public holidays – substitution | The majority of employees | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 20.2(c) | Public holidays – substitution | An individual | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 29.4 | Television Broadcasting – ordinary hours of work and rostering | The majority of employees | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 34.2(f)(iv) | Television Broadcasting – director’s loading | An individual | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 35.3(b) | Radio Broadcasting – hours on air | An individual | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 39 | Radio Broadcasting – meal breaks | An individual | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 40.3 | Radio Broadcasting – meal break during | The majority | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| | <table border="1"> <tr> <td></td> <td>shift</td> <td>of employees</td> </tr> <tr> <td>43.3</td> <td>Radio Broadcasting – overtime— technical staff – meal break</td> <td>An individual</td> </tr> <tr> <td>43.4</td> <td>Radio Broadcasting – time off instead of payment for overtime</td> <td>An individual</td> </tr> <tr> <td>47</td> <td>Journalists – annualised salary</td> <td>An individual</td> </tr> <tr> <td>49.1</td> <td>Journalists – rostering</td> <td>The majority of employees</td> </tr> <tr> <td>55.1(b)(iii)</td> <td>Journalists – overtime – time off instead of payment</td> <td>An individual</td> </tr> <tr> <td>57.4(c)</td> <td>Cinemas – casual employment – payment of wages</td> <td>An individual</td> </tr> <tr> <td>62.4(a)</td> <td>Cinemas – consecutive hours off duty</td> <td>An individual</td> </tr> <tr> <td>62.5</td> <td>Cinemas – time off instead of payment for overtime</td> <td>An individual</td> </tr> <tr> <td>77.1</td> <td>Motion Picture Production – hours of work</td> <td>The majority of employees</td> </tr> </table> | | shift | of employees | 43.3 | Radio Broadcasting – overtime— technical staff – meal break | An individual | 43.4 | Radio Broadcasting – time off instead of payment for overtime | An individual | 47 | Journalists – annualised salary | An individual | 49.1 | Journalists – rostering | The majority of employees | 55.1(b)(iii) | Journalists – overtime – time off instead of payment | An individual | 57.4(c) | Cinemas – casual employment – payment of wages | An individual | 62.4(a) | Cinemas – consecutive hours off duty | An individual | 62.5 | Cinemas – time off instead of payment for overtime | An individual | 77.1 | Motion Picture Production – hours of work | The majority of employees |
| | shift | of employees | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 43.3 | Radio Broadcasting – overtime— technical staff – meal break | An individual | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 43.4 | Radio Broadcasting – time off instead of payment for overtime | An individual | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 47 | Journalists – annualised salary | An individual | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 49.1 | Journalists – rostering | The majority of employees | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 55.1(b)(iii) | Journalists – overtime – time off instead of payment | An individual | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 57.4(c) | Cinemas – casual employment – payment of wages | An individual | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 62.4(a) | Cinemas – consecutive hours off duty | An individual | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 62.5 | Cinemas – time off instead of payment for overtime | An individual | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 77.1 | Motion Picture Production – hours of work | The majority of employees | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Part 2—Consultation and Dispute Resolution</p> <p>8. Consultation</p> <p>8.1 Consultation regarding major workplace change</p> <p>8.2 Consultation about changes to rosters or hours of work</p> <p><i>Provisions not reproduced - standard clause - no change other than numbering and changes to clause titles</i></p> | <p>Part 5—Consultation and Dispute Resolution</p> <p>21. Consultation about major workplace change</p> <p>22. Consultation about changes to rosters or hours of work</p> <p><i>Provisions not reproduced - standard clause - no change other than numbering and changes to clause titles</i></p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>9. Dispute resolution</p> <p><i>Provision not reproduced - standard clause - no change</i></p> | <p>23. Dispute resolution</p> <p><i>Provision not reproduced - standard clause - no change</i></p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| <p>Part 3—Types of Employment and Termination of Employment</p> <p>10. Types of employment</p> <p>10.1 At the time of engagement an employer will inform each employee in writing of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.</p> | <p>Part 2—Types of Employment and Classifications</p> <p>8. Types of employment</p> <p>8.1 At the time of engagement an employer will inform each employee in writing of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.</p> |
| <p>10.2 Full-time employment</p> <p>(a) Except as specified elsewhere in this award a full-time employee is an employee who is engaged to work 38 hours per week.</p> <p>(b) A full-time employee must be provided with a written statement setting out their classification, applicable pay scale and terms of engagement.</p> | <p>9. Full-time employment</p> <p>9.1 Except as specified elsewhere in this award a full-time employee is engaged to work 38 hours per week.</p> <p>9.2 A full-time employee must be provided with a written statement setting out their classification, applicable pay scale and terms of engagement.</p> |
| <p>10.3 Part-time employment</p> <p>(a) A part-time employee is an employee who works less than 38 hours; has regular, reasonably predictable and continuous employment; and receives, on a pro rata basis at the rate of 1/38th of the weekly rate, equivalent pay and conditions to those of full-time employees who do the same kind of work.</p> <p>(b) An employer is required to roster a part-time employee for a minimum of four consecutive hours on any day or shift.</p> <p>(c) At the time of engagement, the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day including the starting and finishing time and which days of the week the employee will work. A copy of the agreement must be provided to the employee.</p> | <p>10. Part-time employment</p> <p>10.1 A part-time employee works:</p> <p>(a) less than 38 hours per week;</p> <p>(b) has regular, reasonably predictable and continuous employment; and</p> <p>(c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.</p> <p>10.2 A part-time employee receives the ordinary hourly rate for ordinary hours worked.</p> <p>10.3 An employer is required to roster a part-time employee for a minimum of four consecutive hours on any day or shift.</p> <p>10.4 At the time of engagement, the employer and the part-time employee will agree in writing on a regular pattern of work which specifies as a minimum:</p> <p>(a) the hours worked each day including the starting and finishing time; and</p> <p>(b) the days of the week the employee will work.</p> <p>10.5 A copy of the agreement in clause 10.4 must be provided to the employee.</p> |

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| <p>(d) The terms of the engagement may be varied by consent. Any agreed variation to the pattern of work will be recorded in writing, with a copy of the variation provided to the employee.</p> <p>(e) All hours worked in excess of the hours as mutually arranged will be overtime and will be paid as such.</p> <p>10.4 Despite clause 10.3(c), the hours of a television journalist may be altered by the employer giving the employee seven days' notice in writing, provided that there is no change to the total agreed number of ordinary hours of work.</p> | <p>10.6 The terms of the agreement in clause 10.4 may be varied by consent. Any agreed variation to the pattern of work will be recorded in writing, with a copy of the variation provided to the employee.</p> <p>10.7 All hours worked in excess of the hours as mutually arranged will be overtime and will be paid as such.</p> <p>10.8 Despite clause 10.4, the hours of a television journalist may be altered by the employer giving the employee seven days' notice in writing, provided that there is no change to the total agreed number of ordinary hours of work.</p> |
| <p>10.5 Casual employment</p> <p>(a) A casual employee is an employee engaged as such and paid by the hour. An employer when engaging a casual must inform the employee that they are employed as a casual, of their hours of work, classification level and rate of pay.</p> <p>(b) A casual employee must be paid at the relevant minimum hourly wage plus a loading of 25%. Such loading is paid instead of all paid leave including annual leave, personal/carer's leave and public holidays not worked whether prescribed in this award or the NES.</p> <p>(c) Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.</p> <p>(d) Subject to the provisions of clause 14.7, casual employees are entitled to a minimum payment of four hours' pay on each occasion they are required to attend for work.</p> | <p>11. Casual employment</p> <p>11.1 A casual employee is an employee engaged and paid by the hour. An employer when engaging a casual must inform the employee that they are employed as a casual, of their hours of work, classification level and rate of pay.</p> <p>11.2 A casual employee must be paid at the relevant minimum hourly wage plus a loading of 25%. Such loading is paid instead of all paid leave including annual leave, personal/carer's leave and public holidays not worked whether prescribed in this award or the NES.</p> <p>11.3 Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.</p> <p>11.4 Casual employees are entitled to a minimum payment of four hours' pay on each occasion they are required to attend for work unless otherwise specified in this Award.</p> |
| <p>10.6 Special provisions for employees in cinemas</p> <p>Clauses 10.2 to 10.5 will not apply to employees in cinemas.</p> | <p>8.2 Special provisions for employees in cinemas</p> <p>Clauses 9 to 11 will not apply to employees in cinemas (see clause 57).</p> |

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| <p>11. Cadets</p> <p>11.1 A journalist can be employed on a cadetship in accordance with this clause.</p> <p>11.2 Subject to the provisions of this clause, the period of cadetship is as follows:</p> <p>(a) For a cadet other than a graduate of an approved tertiary course the period of cadetship must not exceed three years, provided that cadet training requirements are met.</p> <p>(b) For a cadet who commenced cadetship as a graduate of an approved tertiary course, the period of cadetship must not exceed one year during which the cadet is to be paid at the appropriate percentage for a final year cadet.</p> <p>(c) A cadet who after 12 months or more employment completes an approved tertiary course is to be advanced to the final year of cadetship.</p> <p>(d) Provided that periods of training in journalism on any newspaper or in any radio or television station are to be taken into account in calculating the period of cadetship.</p> <p>11.3 Cadet training requirements and related matters</p> <p>(a) Cadets must be instructed progressively throughout their cadetship in practical journalism and a responsible person will supervise that training. Cadets must also be given the opportunity to acquire a full knowledge of the handling of news/current affairs from its collection to its broadcast/televising.</p> <p>(b) A cadet must be given instruction and practical demonstrations in matters such as news presentation and sub-editing.</p> <p>(c) A cadet must retain copies of material prepared by the cadet for checking by, and discussion with, the person responsible for cadet training.</p> <p>(d) A cadet may be given explanations concerning changes to the material prepared by the cadet.</p> | <p>12. Cadets</p> <p>12.1 A journalist can be employed on a cadetship in accordance with this clause.</p> <p>12.2 The period of cadetship is as follows:</p> <p>(a) For a cadet other than a graduate of an approved tertiary course the period of cadetship must not exceed three years, provided that cadet training requirements are met.</p> <p>(b) For a cadet who commenced cadetship as a graduate of an approved tertiary course, the period of cadetship must not exceed 12 months during which the cadet is to be paid at the appropriate percentage for a final year cadet.</p> <p>(c) A cadet who after 12 months' or more employment completes an approved tertiary course is to be advanced to the final year of cadetship.</p> <p>(d) Periods of training in journalism on any newspaper or in any radio or television station are to be taken into account in calculating the period of cadetship.</p> <p>12.3 Cadet training requirements and related matters</p> <p>(a) Cadets must be instructed progressively throughout their cadetship in practical journalism and a responsible person will supervise that training. Cadets must also be given the opportunity to acquire a full knowledge of the handling of news/current affairs from its collection to its broadcast/televising.</p> <p>(b) A cadet must be given instruction and practical demonstrations in matters such as news presentation and sub-editing.</p> <p>(c) A cadet must retain copies of material prepared by the cadet for checking by, and discussion with, the person responsible for cadet training.</p> <p>(d) A cadet may be given explanations concerning changes to the material prepared by the cadet.</p> |
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| <p>(e) A cadet is required to attend or study a series of lectures by senior journalists and/or other authorities on the theory and practices of journalism, such as lectures on the laws or practices currently in force on the subjects of libel, contempt of court, parliamentary and court privilege and also lectures on political and economic or other subjects of value to the cadet.</p> <p>(f) Lectures given during study for a diploma of journalism course are deemed to be lectures for purposes of these requirements.</p> <p>(g) A cadet must be tested from time to time to ascertain the level of knowledge of news and/or current affairs.</p> <p>(h) A cadet must learn shorthand and typewriting and must be examined from time to time to determine the progress being made, subject to the following.</p> <p>(i) A cadet is not entitled to become a second year cadet without having attained a minimum standard of 60 words per minute in shorthand.</p> <p>(ii) A cadet who commenced cadetship pursuant to clauses 11.2(a) or (b) is not entitled to be classified as a journalist without having obtained a minimum standard of 80 words per minute in shorthand.</p> <p>(iii) Provided that, an employer is in a particular case able to waive the attainment of such standards as a condition of promotion to the next higher year of cadetship or to the classified staff.</p> <p>(iv) Tuition in shorthand will be arranged by the employer either within or outside the office. Whether or not such tuition is given within the office, the person responsible for supervising that part of the training of a cadet must regularly monitor the progress being made by each cadet, and particularly whether or not the cadet's record of attendance at classes is satisfactory.</p> <p>(v) A cadet must be given wide practical experience in reporting work. To this end a cadet will, so far as practicable, be required to gain experience in as many sections as possible.</p> | <p>(e) A cadet is required to attend or study a series of lectures by senior journalists and/or other authorities on the theory and practices of journalism, such as lectures on the laws or practices currently in force on the subjects of libel, contempt of court, parliamentary and court privilege and also lectures on political and economic or other subjects of value to the cadet.</p> <p>(f) Lectures given during study for a diploma of journalism course are deemed to be lectures for purposes of these requirements.</p> <p>(g) A cadet must be tested from time to time to ascertain the level of knowledge of news and/or current affairs.</p> <p>(h) A cadet must learn shorthand and typing and must be examined from time to time to determine the progress being made, subject to the following:</p> <p>(i) A cadet is not entitled to become a second year cadet without having attained a minimum standard of 60 words per minute in shorthand.</p> <p>(ii) A cadet who commenced cadetship pursuant to clauses 12.2(a) or (b) is not entitled to be classified as a journalist without having obtained a minimum standard of 80 words per minute in shorthand.</p> <p>(iii) An employer is in a particular case able to waive the attainment of the standards in clause 12.3(h) as a condition of promotion to the next higher year of cadetship or to the classified staff.</p> <p>(iv) Tuition in shorthand will be arranged by the employer either within or outside the office. Whether or not such tuition is given within the office, the person responsible for supervising that part of the training of a cadet must regularly monitor the progress being made by each cadet, and particularly whether or not the cadet's record of attendance at classes is satisfactory.</p> <p>(v) A cadet must be permitted by the employer to be absent during ordinary working hours for periods not exceeding a total of four hours in any week to attend instruction in shorthand and typing.</p> |
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| <p>(vi) Cadets will from time to time accompany classified journalists on assignments to receive practical instruction.</p> <p>(vii) A cadet must be permitted by the employer to be absent during ordinary working hours for periods not exceeding a total of four hours in any week to attend instruction in shorthand and typewriting.</p> <p>(viii) In addition a cadet may apply for leave of absence to attend at an Australian university or college of advanced education for a course of the diploma of journalism or other courses approved by the employer.</p> <p>(ix) All lectures and other fees for the studies prescribed in clause 11.3(h)(viii) will be made available by the employer, provided that reports of the cadet's conduct and progress are satisfactory.</p> | <p>(i) A cadet must be given wide practical experience in reporting work. To this end a cadet will, so far as practicable, be required to gain experience in as many sections as possible.</p> <p>(j) Cadets will from time to time accompany classified journalists on assignments to receive practical instruction.</p> <p>(k) A cadet may apply for leave of absence to attend at an Australian university or college of advanced education for a course of the diploma of journalism or other courses approved by the employer.</p> <p>(l) All lectures and other fees for the studies prescribed in clause 12.3(k) will be made available by the employer, provided that reports of the cadet's conduct and progress are satisfactory.</p> |
| <p><i>Provisions moved to new Part 6</i></p> <p>12. Termination of employment</p> <p>12.1 Notice of termination is provided for in the NES.</p> <p>12.2 Notice of termination by an employee</p> <p>12.3 Job search entitlement</p> <p><i>Clause 12.3 now clause 29 - combined with clause 13.4 (Redundancy)</i></p> | <p><i>Provisions moved to new Part 6</i></p> <p>Part 6—Termination of Employment and Redundancy</p> <p>24. Termination of employment</p> <p>24.1 <i>Provision not reproduced - no change</i></p> <p>24.2 Notice of termination by an employee</p> <p><i>Clause 12.3 Job search entitlement now clause 28.1 - combined with clause 28 (Redundancy)</i></p> |
| <p>13. Redundancy</p> <p><i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p> <p>13.2 Transfer to lower paid duties</p> <p>13.3 Employee leaving during notice period</p> <p>13.4 Job search entitlement</p> | <p>25. Redundancy</p> <p><i>Provision not reproduced - no change other than renumbering of clause and clause titles</i></p> <p>26. Transfer to lower paid job on redundancy</p> <p>27. Employee leaving during redundancy notice period</p> <p>28. Job search entitlement</p> |
| <p>13.5 Transitional provisions – NAPSA employees</p> <p>13.6 Transitional provisions – Division 2B State employees</p> | <p><i>Transitional provisions removed – obsolete</i></p> |

Part 4—Minimum Wages and Related Matters**14. Classifications and minimum wages**

14.1 All employees covered by this award must be classified according to the structures set out in Schedule B—Television Broadcasting to Schedule H—Motion Picture Production and paid the minimum wages set out in this clause for their classification. Employers must advise their employees in writing of their classification and of any change to their classification.

14.2 Common salary structure

For the purposes of this clause only, a common salary structure is adopted for the purposes of establishing minimum rates of pay. This structure is as follows:

(a) Grade 1 entertainment employee includes the following classifications:

No classifications.

(b) Grade 2 entertainment employee includes the following classifications:

Motion Picture Production Employee Level 1; Cinema Worker Level 1.

(c) Grade 3 entertainment employee includes the following classifications:

Motion Picture Production Employee Level 2; Cinema Worker Level 2.

(d) Grade 4 entertainment employee includes the following classifications:

Trainee (other than trainee director), Assistant Technician, Assistant Maser Control Operator, Assistant Hair or Make-up Artist, Carpenter's Assistant, Wardrobe Assistant/Keeper, Assistant Still Photographer (non-trade), Set and Prop Painter (non-trade) and Property Assistant/Studio Hand/Prop and Scenery Storeperson/Set Dresser—Television Broadcasting; Broadcast operator—Radio; Motion Picture Production Employee Level 3.

Part 3—Wages and Allowances**13. Classifications and minimum wages**

13.1 All employees covered by this award must be classified according to the structures set out in Schedule A to Schedule H and paid the minimum wages set out in this clause for their classification. Employers must advise their employees in writing of their classification and of any change to their classification.

13.2 Common salary structure

For the purposes of this clause only, a common salary structure is adopted for the purposes of establishing minimum rates of pay. This structure is as follows:

(a) Grade 1 entertainment employee includes the following classifications:

No classifications.

(b) Grade 2 entertainment employee includes the following classifications:

Motion Picture Production Employee Level 1; Cinema Worker Level 1.

(c) Grade 3 entertainment employee includes the following classifications:

Motion Picture Production Employee Level 2; Cinema Worker Level 2.

(d) Grade 4 entertainment employee includes the following classifications:

Trainee (other than trainee director), Assistant Technician, Assistant Master Control Operator, Assistant Hair or Make-up Artist, Carpenter's Assistant, Wardrobe Assistant/Keeper, Assistant Still Photographer (non-trade), Set and Prop Painter (non-trade) and Property Assistant/Studio Hand/Prop and Scenery Storeperson/Set Dresser—Television Broadcasting; Broadcast operator—Radio; Motion Picture Production Employee Level 3; Cinema Worker Level 3.

(e) Grade 5 entertainment employee includes the following classifications:

Technician B, Audio Operator B, Lighting Operator B, Master Control B, Videotape Operator, Camera Operator B, Producer/Director's Assistant/VCG Operator, Assistant Floor Manager, Hair or Makeup Artist, Carpenter—Trade level, Wardrobe Person, Still Photographer (trade level), Set and Property Painter (trade) and Studio Hand A/Set Dresser A—Television Broadcasting; Extra/Stand-in, double—Television Programs and Feature Films etc.; Cinema Worker Level 3; Technician—Radio; Motion Picture Production Employee Level 4.

(f) Grade 6 entertainment employee includes the following classifications:

Technician B+, Audio Operator B+, Lighting Operator B+, Master Control B+, Production Videotape Operator B, Vision Switcher, Assistant Presentation Co-ordinator, Music/Video Librarian, ENG Camera Assistant, Graphic Artist, Hair and Makeup Artist, Carpenter Trade Level—Television, Set Designer, Scenic Artist and Property Person/Senior Studioperson—Television Broadcasting.

(g) Grade 7 entertainment employee includes the following classifications:

Technician A, Audio Operator A, Lighting Operator A, Master Control Operator A, Camera Operator A, Senior ENG Camera Assistant, Floor Manager, Senior Make-Up Artist—Television Broadcasting; Production Videotape Operator A/Editor B; Announcer Class 2 and Senior Technician—Radio; Bit Player—Feature Films; Cinema Worker Level 4; Motion Picture Production Employee Level 5; Broadcaster/Journalist Class 2.

(e) Grade 5 entertainment employee includes the following classifications:

Technician B, Audio Operator B, Lighting Operator B, Master Control B, Videotape Operator, Camera Operator B, Producer/Director's Assistant/VCG Operator, Assistant Floor Manager, Hair or Makeup Artist, Carpenter—Trade level, Wardrobe Person, Still Photographer (trade level), Set and Property Painter (trade) and Studio Hand A/Set Dresser A—Television Broadcasting; Extra/Stand-in, double—Television Programs and Feature Films etc.; Cinema Worker Level 4; Technician—Radio; Motion Picture Production Employee Level 4.

(f) Grade 6 entertainment employee includes the following classifications:

Technician B+, Audio Operator B+, Lighting Operator B+, Master Control B+, Production Videotape Operator B, Vision Switcher, Assistant Presentation Co-ordinator, Music/Video Librarian, ENG Camera Assistant, Graphic Artist, Hair and Makeup Artist, Carpenter Trade Level—Television, Set Designer, Scenic Artist and Property Person/Senior Studioperson—Television Broadcasting.

(g) Grade 7 entertainment employee includes the following classifications:

Technician A, Audio Operator A, Lighting Operator A, Master Control Operator A, Camera Operator A, Senior ENG Camera Assistant, Floor Manager, Senior Make-Up Artist—Television Broadcasting; Production Videotape Operator A/Editor B; Announcer Class 2 and Senior Technician—Radio; Bit Player—Feature Films; Cinema Worker Level 5; Motion Picture Production Employee Level 5; Broadcaster/Journalist Class 2.

(h) Grade 8 entertainment employee includes the following classifications:

Technician A+, Audio Operator A/Audio Director, Lighting Operator A/Lighting Director, Master Control A+, Vision Switcher Major Production, Editor A and ENG Camera Operator B, Senior/Specialist Graphic Artist, Trainee Director, Trainee Producer, Producer/Director's Assistant/VCG Operator Major Production, Make-Up Supervisor/Hairdresser Supervisor, Senior Carpenter and Wardrobe Supervisor—Television Broadcasting; Announcer Grade 1—Radio; Performer Grade 1—Feature Films; Broadcaster/Journalist Class 1, Cinema Worker Level 5.

(i) Grade 9 entertainment employee includes the following classifications:

Senior Technician B, Senior Audio Director B, Senior Lighting Director B, Senior MC Operator B, Senior Production Videotape Operator/Post-Production Editor B, Music/Video Library Supervisor, Senior Camera Operator B, Director, Floor Manager Major Production and Senior Set Designer—Television Broadcasting; Cinema Worker Level 6; Motion Picture Production Employee Level 6.

(j) Grade 10 entertainment employee includes the following classifications:

Presentation Co-ordinator—Television Broadcasting; Performer Grade 2—Television Programs and Feature Films Etc.; Engineer—Radio.

(k) Grade 11 entertainment employee includes the following classifications:

Senior Technician A, Senior Audio Director A, Senior Lighting Director A, Senior MC Operator A, Post-Production Editor A, Senior Camera Operator A, Senior Photographer, ENG Camera Operator A—Television Broadcasting, Motion Picture Production Employee Level 7; Chief Engineer—Radio.

(l) Grade 12 entertainment employee includes the following classifications:

Senior Director, Senior ENG Camera Operator—Television Broadcasting.

(h) Grade 8 entertainment employee includes the following classifications:

Technician A+, Audio Operator A/Audio Director, Lighting Operator A/Lighting Director, Master Control A+, Vision Switcher Major Production, Editor A and ENG Camera Operator B, Senior/Specialist Graphic Artist, Trainee Director, Trainee Producer, Producer/Director's Assistant/VCG Operator Major Production, Make-Up Supervisor/Hairdresser Supervisor, Senior Carpenter and Wardrobe Supervisor—Television Broadcasting; Announcer Grade 1—Radio; Performer Grade 1—Feature Films; Broadcaster/Journalist Class 1, ~~Cinema Worker Level 5~~ Cinema Worker Level 6.

(i) Grade 9 entertainment employee includes the following classifications:

Senior Technician B, Senior Audio Director B, Senior Lighting Director B, Senior MC Operator B, Senior Production Videotape Operator/Post-Production Editor B, Music/Video Library Supervisor, Senior Camera Operator B, Director, Floor Manager Major Production and Senior Set Designer—Television Broadcasting; Cinema Worker Level 7; Motion Picture Production Employee Level 6.

(j) Grade 10 entertainment employee includes the following classifications:

Presentation Co-ordinator—Television Broadcasting; Performer Grade 2—Television Programs and Feature Films Etc.; Engineer—Radio.

(k) Grade 11 entertainment employee includes the following classifications:

Senior Technician A, Senior Audio Director A, Senior Lighting Director A, Senior MC Operator A, Post-Production Editor A, Senior Camera Operator A, Senior Photographer, ENG Camera Operator A—Television Broadcasting, Motion Picture Production Employee Level 7; Chief Engineer—Radio.

(l) Grade 12 entertainment employee includes the following classifications:

Senior Director, Senior ENG Camera Operator—Television Broadcasting.

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| <p>(m) Grade 13 entertainment employee includes the following classifications:</p> <p>Supervisor Audio, Supervisor Lighting, Supervising Presentation Co-ordinator, Supervisor Camera, Supervising Graphic Artist, Set Designer Supervisor—Television Broadcasting.</p> <p>(n) Grade 14 entertainment employee includes the following classifications:</p> <p>Supervising Technician B, Master Control Supervisor, Video Supervisor/Post-Production Senior Editor and Director Major Production/Specialist—Television Broadcasting.</p> <p>(o) Grade 15 entertainment employee includes the following classifications:</p> <p>Supervising Technician A and Specialist ENG Camera Operator—Television Broadcasting.</p> <p>(p) Grade 16 entertainment employee includes the following classifications:</p> <p>Supervising Technician A+, Supervising ENG Camera Operator, Supervising Director—Television Broadcasting; Motion Picture Production Employee Level 8.</p> <p>(q) Grade 17 entertainment employee includes the following classifications:</p> <p>Motion Picture Production Employee Level 9.</p> <p>(r) Grade 18 entertainment employee includes the following classifications:</p> <p>Motion Picture Production Employee Level 10.</p> | <p>(m) Grade 13 entertainment employee includes the following classifications:</p> <p>Supervisor Audio, Supervisor Lighting, Supervising Presentation Co-ordinator, Supervisor Camera, Supervising Graphic Artist, Set Designer Supervisor—Television Broadcasting.</p> <p>(n) Grade 14 entertainment employee includes the following classifications:</p> <p>Supervising Technician B, Master Control Supervisor, Video Supervisor/Post-Production Senior Editor and Director Major Production/Specialist—Television Broadcasting.</p> <p>(o) Grade 15 entertainment employee includes the following classifications:</p> <p>Supervising Technician A and Specialist ENG Camera Operator—Television Broadcasting.</p> <p>(p) Grade 16 entertainment employee includes the following classifications:</p> <p>Supervising Technician A+, Supervising ENG Camera Operator, Supervising Director—Television Broadcasting; Motion Picture Production Employee Level 8.</p> <p>(q) Grade 17 entertainment employee includes the following classifications:</p> <p>Motion Picture Production Employee Level 9.</p> <p>(r) Grade 18 entertainment employee includes the following classifications:</p> <p>Motion Picture Production Employee Level 10.</p> |
| <p>14.3 Adult wages</p> <p>The minimum wages for employees in the classifications in clause 14.2, subject to the provisions of clause 14.7 and clause 14.12, are:</p> | <p>13.3 Adult wages</p> <p>An employer must pay adult entertainment employees in the classifications in clause 13.2 the following minimum wages for ordinary hours worked by the employee (subject to the provisions of clauses 13.4 and 13.8):</p> |

| Classification level | Minimum weekly wage \$ | Minimum hourly wage \$ | Classification level | Minimum weekly rate \$ | Minimum hourly rate \$ |
|----------------------|---------------------------|---------------------------|----------------------|---------------------------|---------------------------|
| Grade 1 | 672.70 | 17.70 | Grade 1 | 672.70 | 17.70 |
| Grade 2 | 692.10 | 18.21 | Grade 2 | 692.10 | 18.21 |
| Grade 3 | 718.60 | 18.91 | Grade 3 | 718.60 | 18.91 |
| Grade 4 | 743.30 | 19.56 | Grade 4 | 743.30 | 19.56 |
| Grade 5 | 783.30 | 20.61 | Grade 5 | 783.30 | 20.61 |
| Grade 6 | 807.70 | 21.26 | Grade 6 | 807.70 | 21.26 |
| Grade 7 | 832.30 | 21.90 | Grade 7 | 832.30 | 21.90 |
| Grade 8 | 854.60 | 22.49 | Grade 8 | 854.60 | 22.49 |
| Grade 9 | 878.50 | 23.12 | Grade 9 | 878.50 | 23.12 |
| Grade 10 | 897.90 | 23.63 | Grade 10 | 897.90 | 23.63 |
| Grade 11 | 916.30 | 24.11 | Grade 11 | 916.30 | 24.11 |
| Grade 12 | 940.90 | 24.76 | Grade 12 | 940.90 | 24.76 |
| Grade 13 | 965.30 | 25.40 | Grade 13 | 965.30 | 25.40 |
| Grade 14 | 977.70 | 25.73 | Grade 14 | 977.70 | 25.73 |
| Grade 15 | 1014.80 | 26.71 | Grade 15 | 1014.80 | 26.71 |
| Grade 16 | 1059.10 | 27.87 | Grade 16 | 1059.10 | 27.87 |
| Grade 17 | 1083.70 | 28.52 | Grade 17 | 1083.70 | 28.52 |
| Grade 18 | 1133.20 | 29.82 | Grade 18 | 1133.20 | 29.82 |

14.4 Junior employees

(a) The minimum wages of junior employees are the following percentages of the minimum wage for an entertainment employee Grade 5:

| Years of age | % |
|--------------|----|
| 16 | 45 |
| 17 | 55 |
| 18 | 65 |
| 19 | 75 |
| 20 | 85 |

13.5 Junior employees

(a) The minimum wages of junior employees are the following percentages of the minimum wage for an entertainment employee Grade 5:

| Years of age | % of Grade 5 |
|--------------|--------------|
| 16 | 45 |
| 17 | 55 |
| 18 | 65 |
| 19 | 75 |
| 20 | 85 |

| | |
|---|--|
| <p>(b) Provided that a junior engaged in putting a television station to air working as the only operator and without supervision must be paid the adult minimum wage for the appropriate classification.</p> <p>(c) Provided also that a junior with three years' full-time experience, or equivalent, in a television station, must be paid the adult minimum wage for the appropriate classification.</p> <p>(d) Service as a junior will count as service in a trainee adult classification.</p> <p>(e) Junior rates are not applicable to performer (including extras, double bit players) classifications. In these classifications a juvenile, as defined, is to be paid at a rate of 50% of the adult minimum wage rate of the appropriate classification.</p> <p>(f) Neither junior rates nor juvenile rates are applicable to motion picture production or musician classifications. Juniors and juveniles employed under these classifications will be paid the adult rates.</p> | <p>(b) Clause 13.5(a) does not apply to the following junior employees:</p> <p>(i) a junior engaged in putting a television station to air working as the only operator and without supervision;</p> <p>(ii) a junior with three years' full-time experience, or equivalent, in a television station;</p> <p>(iii) a junior employed in motion picture production; or</p> <p>(iv) musician classifications.</p> <p>(c) Junior employees in clause 13.5(b) must be paid the adult minimum wage for the appropriate classification.</p> <p>(d) Clauses 13.5(a), (b) and (c) do not apply to juveniles, as defined, in the performer classifications (including extras, double bit players). These performers will be paid at a rate of 50% of the adult minimum rate of the appropriate classification.</p> <p>(e) Service as a junior will count as service in a trainee adult classification.</p> |
|---|--|

14.5 Journalists

| Grade | Minimum weekly wage \$ |
|--------------------|---------------------------|
| Band One | |
| Journalist Grade 1 | 854.60 |
| Journalist Grade 2 | 916.30 |
| Journalist Grade 3 | 1014.80 |
| Journalist Grade 4 | 1059.10 |
| Band Two | |
| Journalist Grade 5 | 1108.50 |
| Journalist Grade 6 | 1182.30 |
| Journalist Grade 7 | 1256.10 |
| Band Three | |
| Journalist Grade 8 | 1293.20 |

13.6 Journalists

| Grade | Minimum weekly wage \$ | Minimum hourly rate \$ |
|--------------------|---------------------------|---------------------------|
| Band One | | |
| Journalist Grade 1 | 854.60 | 22.49 |
| Journalist Grade 2 | 916.30 | 24.11 |
| Journalist Grade 3 | 1,014.80 | 26.71 |
| Journalist Grade 4 | 1,059.10 | 27.87 |
| Band Two | | |
| Journalist Grade 5 | 1,108.50 | 29.17 |
| Journalist Grade 6 | 1,182.30 | 31.11 |
| Journalist Grade 7 | 1,256.10 | 33.06 |
| Band Three | | |
| Journalist Grade 8 | 1,293.20 | 34.03 |

| <p>14.6 Cadets</p> <p>The minimum weekly wages of cadets are calculated by applying the following percentages to the minimum wage rate for a Journalist Grade 1, provided that an adult cadet will not be paid less than an entertainment employee Grade 1.</p> <table border="1"> <thead> <tr> <th>Year of cadetship</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>First</td> <td>60</td> </tr> <tr> <td>Second</td> <td>75</td> </tr> <tr> <td>Third</td> <td>90</td> </tr> </tbody> </table> | Year of cadetship | % | First | 60 | Second | 75 | Third | 90 | <p>13.7 Cadets</p> <p>The minimum weekly wages of cadets are calculated by applying the following percentages to the minimum wage rate for a Journalist Grade 1, provided that an adult cadet will not be paid less than an Entertainment employee Grade 1.</p> <table border="1"> <thead> <tr> <th>Year of cadetship</th> <th>% of Journalist Grade 1</th> </tr> </thead> <tbody> <tr> <td>First</td> <td>60</td> </tr> <tr> <td>Second</td> <td>75</td> </tr> <tr> <td>Third</td> <td>90</td> </tr> </tbody> </table> | Year of cadetship | % of Journalist Grade 1 | First | 60 | Second | 75 | Third | 90 | | | | | | | | | | | | | | | | | | | | | | |
|---|-------------------------|-------------------|---------------------------|-------|----------------------|-------|---------------------------------------|-------|--|-------------------|--|-------|-------------------------------|--------|-----------------|------------------|-----------------------|--------|--|--------|--|-----------------|-------------------|---------------------------|-------|----------------------|-------|---------------------------------------|-------|---|-------|--|-------|-------------------------------|-------|-----------------|------------------|-----------------------|--------|
| Year of cadetship | % | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| First | 60 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Second | 75 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Third | 90 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Year of cadetship | % of Journalist Grade 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| First | 60 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Second | 75 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Third | 90 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>14.7 Actors</p> <p>Notwithstanding the provision of clause 14.3, and subject to clause 60.3, the minimum rates for performers are as follows.</p> <p>(a) Engaged casually by the hour (with a minimum call of four hours)</p> <table border="1"> <thead> <tr> <th>Classifications</th> <th>Hourly rate \$</th> </tr> </thead> <tbody> <tr> <td>Extra (advertising films)</td> <td>31.44</td> </tr> <tr> <td>Extra (feature film)</td> <td>28.19</td> </tr> <tr> <td>Extra/Stand-In Double (other content)</td> <td>25.69</td> </tr> <tr> <td>Bit Player (content other than feature films and advertising films)</td> <td>27.38</td> </tr> <tr> <td>Performer not required to speak more than two lines of dialogue (feature film)</td> <td>37.71</td> </tr> <tr> <td>Performer (advertising films)</td> <td>38.16</td> </tr> </tbody> </table> <p>(b) Engaged by the day</p> <table border="1"> <thead> <tr> <th>Classifications</th> <th>Daily rate \$</th> </tr> </thead> <tbody> <tr> <td>Extra/Stand-In/Double</td> <td>187.96</td> </tr> <tr> <td>Performer Class 1 (content other than feature)</td> <td>205.13</td> </tr> </tbody> </table> | Classifications | Hourly rate \$ | Extra (advertising films) | 31.44 | Extra (feature film) | 28.19 | Extra/Stand-In Double (other content) | 25.69 | Bit Player (content other than feature films and advertising films) | 27.38 | Performer not required to speak more than two lines of dialogue (feature film) | 37.71 | Performer (advertising films) | 38.16 | Classifications | Daily rate \$ | Extra/Stand-In/Double | 187.96 | Performer Class 1 (content other than feature) | 205.13 | <p>13.8 Actors</p> <p>The minimum rates for performers are as follows. Minimum calls are subject to clause 64.3.</p> <p>(a) Engaged casually by the hour (with a minimum call of four hours)</p> <table border="1"> <thead> <tr> <th>Classifications</th> <th>Hourly rate \$</th> </tr> </thead> <tbody> <tr> <td>Extra (advertising films)</td> <td>31.44</td> </tr> <tr> <td>Extra (feature film)</td> <td>28.19</td> </tr> <tr> <td>Extra/Stand-In Double (other content)</td> <td>25.69</td> </tr> <tr> <td>Bit Player (content other than feature films and advertising films)</td> <td>27.38</td> </tr> <tr> <td>Performer not required to speak more than two lines of dialogue (feature film)</td> <td>37.71</td> </tr> <tr> <td>Performer (advertising films)</td> <td>38.16</td> </tr> </tbody> </table> <p>(b) Engaged by the day</p> <table border="1"> <thead> <tr> <th>Classifications</th> <th>Daily rate \$</th> </tr> </thead> <tbody> <tr> <td>Extra/Stand-In/Double</td> <td>187.96</td> </tr> </tbody> </table> | Classifications | Hourly rate \$ | Extra (advertising films) | 31.44 | Extra (feature film) | 28.19 | Extra/Stand-In Double (other content) | 25.69 | Bit Player (content other than feature films and advertising films) | 27.38 | Performer not required to speak more than two lines of dialogue (feature film) | 37.71 | Performer (advertising films) | 38.16 | Classifications | Daily rate \$ | Extra/Stand-In/Double | 187.96 |
| Classifications | Hourly rate \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Extra (advertising films) | 31.44 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Extra (feature film) | 28.19 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Extra/Stand-In Double (other content) | 25.69 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bit Player (content other than feature films and advertising films) | 27.38 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Performer not required to speak more than two lines of dialogue (feature film) | 37.71 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Performer (advertising films) | 38.16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Classifications | Daily rate \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Extra/Stand-In/Double | 187.96 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Performer Class 1 (content other than feature) | 205.13 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Classifications | Hourly rate \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Extra (advertising films) | 31.44 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Extra (feature film) | 28.19 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Extra/Stand-In Double (other content) | 25.69 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bit Player (content other than feature films and advertising films) | 27.38 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Performer not required to speak more than two lines of dialogue (feature film) | 37.71 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Performer (advertising films) | 38.16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Classifications | Daily rate \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Extra/Stand-In/Double | 187.96 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | | | |
|---|---------------|---|--------------------|-----------|
| film and advertising films) | | | | |
| Performer Class 1 (feature film) | | | 239.31 | |
| Performer Class 2 (content other than feature film and advertising films) | | | 215.53 | |
| Performer Class 2 (feature film) | | | 251.43 | |
| (c) Engaged by the week | | | | |
| Classifications | | | Weekly rate | |
| | | | \$ | |
| Stand-In/Double | | | 783.30 | |
| Bit Player | | | 832.30 | |
| Performer Class 1 | | | 854.60 | |
| Performer Class 2 | | | 897.90 | |
| (d) Engaged by the week in a serial drama or serial comedy | | | | |
| | | No. of episodes in which work is performed in a week | | |
| Classifications | 1 or 2 | 3 | 4 | 5 |
| | \$ | \$ | \$ | \$ |
| Double | 783.30 | 1126.00 | 1468.70 | 1811.40 |
| Bit Player | 832.30 | 1196.40 | 1560.60 | 1924.70 |
| Performer Class 1 | 854.60 | 1228.50 | 1602.40 | 1976.30 |
| Performer Class 2 | 897.90 | 1290.70 | 1683.60 | 2076.40 |

| | | | | |
|---|---|-----------|-----------|-----------|
| Performer Class 1 (content other than feature film and advertising films) | 205.13 | | | |
| Performer Class 1 (feature film) | 239.31 | | | |
| Performer Class 2 (content other than feature film and advertising films) | 215.53 | | | |
| Performer Class 2 (feature film) | 251.43 | | | |
| (c) Engaged by the week | | | | |
| Classifications | Weekly rate | | | |
| | \$ | | | |
| Stand-In/Double | 783.30 | | | |
| Bit Player | 832.30 | | | |
| Performer Class 1 | 854.60 | | | |
| Performer Class 2 | 897.90 | | | |
| (d) Engaged by the week in a serial drama or serial comedy | | | | |
| | No. of episodes in which work is performed in a week | | | |
| Classifications | 1 or 2 | 3 | 4 | 5 |
| | \$ | \$ | \$ | \$ |
| Double | 783.30 | 1126.00 | 1468.70 | 1811.40 |
| Bit Player | 832.30 | 1196.40 | 1560.60 | 1924.70 |
| Performer Class 1 | 854.60 | 1228.50 | 1602.40 | 1976.30 |
| Performer Class 2 | 897.90 | 1290.70 | 1683.60 | 2076.40 |

14.8 Interviews, auditions and screen tests

(a) None of the provisions of this award apart from this clause will apply to an employee engaged solely for an interview, audition or screen test for a role in television or a feature film.

(b) No payment need be made for the first interview or audition or screen test.

13.9 Interviews, auditions and screen tests

(a) None of the provisions of this award apart from this clause will apply to an employee engaged solely for an interview, audition or screen test for a role in television or a feature film.

(b) No payment need be made for the first interview or audition or screen test.

| <p>(c) Minimum rates of pay for screen tests for television will be 8.25% of the standard rate or 6.85% of the standard rate if visual only.</p> <p>(d) Minimum rates of pay for any other audition and/or screen test will be 3.76% of the standard rate per hour or part thereof with a minimum payment of one hour. For the purpose of calculating payment under this provision the artist will be deemed to have commenced the audition or screen test at the time of the artist’s call or the artist’s arrival time whichever is the later.</p> <p>(e) Artists will be given the specific times of attendance required for an audition, screen test or interview.</p> <p>14.9 Post-synchronisation or additional dialogue</p> <p>(a) A performer post-synchronising their own voice unless such work is carried out during the period of their engagement will be paid at the hourly rate, with a minimum call of two and a half hours.</p> <p>(b) A performer revoicing another artist’s voice, engaged by the hour for a minimum of two and a half hours will be paid per hour 6.3% of the relevant minimum weekly actor’s rate set out in clause 14.7(c).</p> | <p>(c) Minimum rates of pay for screen tests for television will be \$64.62 or \$53.66 if visual only.</p> <p>(d) Minimum rates of pay for any other audition and/or screen test will be \$29.45 per hour or part thereof with a minimum payment of one hour. For the purpose of calculating payment under this provision the artist will be deemed to have commenced the audition or screen test at the time of the artist’s call or the artist’s arrival time whichever is the later.</p> <p>(e) Artists will be given the specific times of attendance required for an audition, screen test or interview.</p> <p>13.10 Post-synchronisation or additional dialogue</p> <p>(a) A performer post-synchronising their own voice unless such work is carried out during the period of their engagement will be paid at the hourly rate, with a minimum call of two and a half hours.</p> <p>(b) A performer revoicing another artist’s voice, engaged by the hour for a minimum of two and a half hours will be paid per hour 6.3% of the relevant minimum weekly actor’s rate set out in clause 13.8(c).</p> | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|----|---|--|-----------------|--------|----------------|-------|--|--------|--|--------|---|--|----|---|--|-----------------|--------|----------------|-------|--|--------|--|--------|
| <p>14.10 Musicians (other than session singers)</p> <p>For a minimum call of three hours’ duration the minimum payment is:</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;">\$</th> </tr> </thead> <tbody> <tr> <td>(a) for a musician working in television broadcasting</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">(i) performance</td> <td style="text-align: right;">107.91</td> </tr> <tr> <td style="padding-left: 20px;">(ii) rehearsal</td> <td style="text-align: right;">81.63</td> </tr> <tr> <td>(b) for a musician working in records for sale to the public</td> <td style="text-align: right;">116.20</td> </tr> <tr> <td>(c) for a musician working in feature films, documentaries, telemovies or television mini-series</td> <td style="text-align: right;">158.23</td> </tr> </tbody> </table> | | \$ | (a) for a musician working in television broadcasting | | (i) performance | 107.91 | (ii) rehearsal | 81.63 | (b) for a musician working in records for sale to the public | 116.20 | (c) for a musician working in feature films, documentaries, telemovies or television mini-series | 158.23 | <p>13.11 Musicians (other than session singers)</p> <p>For a minimum call of three hours’ duration the minimum payment is:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;">\$</th> </tr> </thead> <tbody> <tr> <td>(a) for a musician working in television broadcasting</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">(i) performance</td> <td style="text-align: right;">107.91</td> </tr> <tr> <td style="padding-left: 20px;">(ii) rehearsal</td> <td style="text-align: right;">81.63</td> </tr> <tr> <td>(b) for a musician working in records for sale to the public</td> <td style="text-align: right;">116.20</td> </tr> <tr> <td>(c) for a musician working in feature films, documentaries, telemovies or television mini-series</td> <td style="text-align: right;">158.23</td> </tr> </tbody> </table> | | \$ | (a) for a musician working in television broadcasting | | (i) performance | 107.91 | (ii) rehearsal | 81.63 | (b) for a musician working in records for sale to the public | 116.20 | (c) for a musician working in feature films, documentaries, telemovies or television mini-series | 158.23 |
| | \$ | | | | | | | | | | | | | | | | | | | | | | | | |
| (a) for a musician working in television broadcasting | | | | | | | | | | | | | | | | | | | | | | | | | |
| (i) performance | 107.91 | | | | | | | | | | | | | | | | | | | | | | | | |
| (ii) rehearsal | 81.63 | | | | | | | | | | | | | | | | | | | | | | | | |
| (b) for a musician working in records for sale to the public | 116.20 | | | | | | | | | | | | | | | | | | | | | | | | |
| (c) for a musician working in feature films, documentaries, telemovies or television mini-series | 158.23 | | | | | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | | | | | |
| (a) for a musician working in television broadcasting | | | | | | | | | | | | | | | | | | | | | | | | | |
| (i) performance | 107.91 | | | | | | | | | | | | | | | | | | | | | | | | |
| (ii) rehearsal | 81.63 | | | | | | | | | | | | | | | | | | | | | | | | |
| (b) for a musician working in records for sale to the public | 116.20 | | | | | | | | | | | | | | | | | | | | | | | | |
| (c) for a musician working in feature films, documentaries, telemovies or television mini-series | 158.23 | | | | | | | | | | | | | | | | | | | | | | | | |

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| <p>14.11 Musicians (session singers)</p> <p>For a minimum call of three hours' duration the minimum payment is \$192.01.</p> | <p>13.12 Musicians (session singers)</p> <p>For a minimum call of three hours' duration the minimum payment is \$192.01.</p> |
| <p>14.12 Employees in cinemas</p> <p>All employees in cinemas will receive an 8% penalty averaging component instead of Sunday penalty payments and reduced public holiday penalties</p> | <p>13.4 Employees in cinemas</p> <p>All employees in cinemas will receive an 8% loading for all hours worked. This averaging component is payable instead of Sunday penalty payments and as compensation for reduced public holiday penalties. This loading is payable for all purposes.</p> |
| <p>15. Payment of wages</p> <p>15.1 All employees must be paid weekly or fortnightly by cash, cheque or electronic funds transfer, except where the employer is currently paying monthly in which case that system may continue. Provided also that by written agreement between an employer and an individual employee in the relevant enterprise, wages may be paid monthly.</p> <p>15.2 All amounts due to an employee in respect of work carried out during a week or fortnight must be paid to the employee within the succeeding seven days.</p> | <p>13.13 Payment of wages</p> <p>(a) All employees must be paid weekly or fortnightly by cash, cheque or electronic funds transfer, except where the employer is currently paying monthly in which case that system may continue. Provided also that by written agreement between an employer and an individual employee in the relevant enterprise, wages may be paid monthly.</p> <p>(b) All amounts due to an employee in respect of work carried out during a week or fortnight must be paid to the employee within the succeeding seven days.</p> <p>NOTE: Regulations 3.33(3) and 3.46(1)(g) of <i>Fair Work Regulations 2009</i> set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.</p> |
| <p>16. Supported wage system</p> <p>See Schedule I</p> | <p>13.15 Supported wage system</p> <p>For employees who because of the effects of a disability are eligible for a supported wage, see Schedule J—Supported Wage System.</p> |
| <p>17. National training wage</p> <p>See Schedule J</p> | <p>13.16 National training wage</p> <p>For employees undertaking a traineeship, see Schedule K—National Training Wage.</p> |

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| <p>18. Allowances</p> <p><i>Clause inserted - proposed new provision</i></p> | <p>14. Allowances</p> <p>14.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. (Other allowances may be payable under clauses 34, 46, 52, 61, 66, 74 and 83). See Schedule I for a summary of monetary allowances and method of adjustment.</p> |
| <p>18.1 Vehicle allowance</p> <p>(a) Where the employer requires an employee to use their own vehicle in the course of their employment the employer must pay the employee an allowance of \$0.78 per kilometre.</p> <p>(b) Where the employer requires an employee to use their own motorcycle in the course of their employment the employer must pay the employee an allowance of \$0.40 per kilometre.</p> | <p>14.3 Expense-related allowances</p> <p>(a) Vehicle allowance</p> <p>(i) Where the employer requires an employee to use their own vehicle in the course of their employment the employer must pay the employee an allowance of \$0.78 per kilometre.</p> <p>(ii) Where the employer requires an employee to use their own motorcycle in the course of their employment the employer must pay the employee an allowance of \$0.40 per kilometre.</p> |
| <p>18.2 First aid allowance</p> <p>Where an employer appoints an appropriately qualified employee as a first aid attendant the employee will be paid an allowance of 2% of the standard rate calculated weekly or hourly as the case may be.</p> | <p>14.2 Wage-related examples</p> <p>(a) First aid allowance</p> <p>Where an employer appoints an appropriately qualified employee as a first aid attendant the employee will be paid an allowance of \$15.67 per week or \$0.41 per hour.</p> |
| <p>18.3 Working late and working early</p> <p>If an employee not permanently employed on night work is engaged until such an hour that the ordinary means of public transport are not available, or is required to start work before their normal means of transport are available, they will be allowed the necessary expense of transport to or from their home, or transport will be provided by the employer. This clause does not apply to an employee to whom the provisions of clause 32.8 applies.</p> <p><i>Moved from clause 32.8(c)</i></p> | <p>14.3(b) Working late and working early</p> <p>(i) If an employee not permanently employed on night work is engaged until a time when the ordinary means of public transport are not available, or is required to start work before their normal means of transport are available, they will be reimbursed the necessary expense of transport to or from their home, or transport will be provided by the employer.</p> <p>(ii) Clause 14.3(b) does not apply to:</p> <ul style="list-style-type: none"> • non-metropolitan television stations or their employees; or • an employee where clause 34.3(b) applies. |

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| <p>18.4 Uniform allowance</p> <p>The employer will pay an employee an allowance of \$1.51 per rostered day up to a maximum of \$7.41 per week, where the employee is responsible for the laundering and/or cleaning of a uniform.</p> <p>18.5 Telephone rental allowance</p> <p>If the employer requires an employee to have a telephone the employer must meet the rental cost.</p> | <p>(c) Uniform allowance</p> <p>Where the employee is responsible for the laundering and/or cleaning of a uniform the employer will pay an employee an allowance of \$1.51 per rostered day up to a maximum of \$7.41 per week.</p> <p>(d) Telephone rental allowance</p> <p>If the employer requires an employee to have a telephone the employer must reimburse the employee for the rental cost.</p> |
| <p>18.6 Language allowance</p> <p>(a) Where an Indigenous employee is required to have a recognised proficiency in English as well as that employee's traditional Aboriginal and Torres Strait Islander language for the performance of the employee's duty, the employer will pay the employee an allowance as follows:</p> <p>(i) Level 1—159.66% of the standard rate per annum</p> <p>Level 1 is an elementary level. This level is appropriate for employees who are capable of using a minimal knowledge of language for general communication.</p> <p>(ii) Level 2—319.64% of the standard rate per annum</p> <p>Level 2 represents a level of ability for the ordinary purpose of general business, conversation, reading, writing and production.</p> <p>(b) The employee is required to obtain bilingual accreditation through a recognised Aboriginal and Torres Strait Islander Language Centre/Group or an alternative agency agreed to between the employer and the employee. This proof of language proficiency must be obtained before the employee is entitled to this allowance.</p> | <p>14.2(b) Language allowance</p> <p>(i) Where an indigenous employee is required to have a recognised proficiency in English as well as that employee's traditional Aboriginal and Torres Strait Islander language for the performance of the employee's duty, the employer will pay the employee an allowance as follows:</p> <p>• Level 1—\$1250.62 per annum</p> <p>Level 1 is an elementary level. This level is appropriate for employees who are capable of using a minimal knowledge of language for general communication.</p> <p>• Level 2—\$2503.74 per annum</p> <p>Level 2 represents a level of ability for the ordinary purpose of general business, conversation, reading, writing and production.</p> <p>(ii) The employee is required to obtain bilingual accreditation through a recognised Aboriginal and Torres Strait Islander Language Centre/Group or an alternative agency agreed to between the employer and the employee. This proof of language proficiency must be obtained before the employee is entitled to this allowance.</p> |

18.7 Tools of trade

(a) Where the employer requires the employee to provide any tools for the performance of their work, the employer must reimburse the employee the cost of purchasing such tools.

(b) Where any tools supplied or paid for by the employer are lost through the negligence of the employee the cost of their replacement may be deducted from the employee’s wage.

18.8 Protective clothing

Where an employee is required by law to wear protective clothing and the employee purchases the clothing the employer must reimburse the employee for the cost of purchase.

14.3 (e) Tools of trade

(i) Where the employer requires the employee to provide any tools for the performance of their work, the employer must reimburse the employee the cost of purchasing the tools.

(ii) Where any tools supplied or paid for by the employer are lost through the negligence of the employee the cost of their replacement may be deducted from the employee’s wage.

(f) Protective clothing

Where an employee is required by law to wear protective clothing and the employee purchases the clothing the employer must reimburse the employee for the cost of purchase.

18.9 Adjustment of expense related allowances

(a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

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

| Allowance | Applicable Consumer Price Index figure |
|---|--|
| Clothing, equipment and tools allowance | Clothing and footwear group |
| Meal allowance | Take away and fast foods sub-group |
| Vehicle/travel allowance | Private motoring sub-group |

I.3.1 Adjustment of expense-related allowances

(a) At the time of any adjustment to the standard rate, each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

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

| Allowance | Applicable Consumer Price Index figure |
|---|--|
| Clothing, equipment and tools allowance | Clothing and footwear group |
| Meal allowance | Take away and fast foods sub-group |
| Vehicle/travel allowance | Private motoring sub-group |

| <p>19. District allowances</p> <p><i>Provision not reproduced - clause removed- see AM2014/190</i></p> | <p><i>Transitional provision - clause removed - obsolete - see AM2014/190</i></p> | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|------------------|--|-------|---|--------|--|--------|--|--------|-----------------|--------|---|-----------------------|------------------|--------------------------------|-------|---------------------------------|--------|----------------------------------|--------|----------------------------------|--------|-----------------|--------|
| <p>20. Accident pay</p> <p><i>Provision not reproduced - clause removed- see AM2014/190</i></p> | <p><i>Transitional provision - clause removed - obsolete - see AM2014/190</i></p> | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>21. Higher duties</p> <p>An employee (other than a journalist) engaged for half or more of one day on the duties of a higher classification must be paid the higher rate for the whole day.</p> | <p>13.14 Higher duties</p> <p>An employee (other than a journalist) engaged for half or more of one day on the duties of a higher classification must be paid the higher rate for the whole day.</p> | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>22. Superannuation</p> <p><i>Provision not reproduced - no change</i></p> | <p>15. Superannuation</p> <p><i>Provision not reproduced - no change</i></p> | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Part 5—Leave and Public Holidays</p> <p>23. Annual leave</p> <p>23.1 Annual leave is provided for in the NES.</p> <p>23.2 Where an employee, other than a journalist or a cinema worker, works on Sundays and/or public holidays as part of their ordinary rostered hours of work, the employee must be allowed additional annual leave as follows:</p> <table border="1" data-bbox="197 1018 1093 1343"> <thead> <tr> <th>Number of days worked</th> <th>Additional leave</th> </tr> </thead> <tbody> <tr> <td>Not less than 6 days or more than 8 days</td> <td>1 day</td> </tr> <tr> <td>Not less than 9 days or more than 11 days</td> <td>2 days</td> </tr> <tr> <td>Not less than 12 days or more than 14 days</td> <td>3 days</td> </tr> <tr> <td>Not less than 15 days or more than 17 days</td> <td>4 days</td> </tr> <tr> <td>18 days or more</td> <td>5 days</td> </tr> </tbody> </table> <p>NOTE: s.87(1)(b) of the Act does not apply.</p> | Number of days worked | Additional leave | Not less than 6 days or more than 8 days | 1 day | Not less than 9 days or more than 11 days | 2 days | Not less than 12 days or more than 14 days | 3 days | Not less than 15 days or more than 17 days | 4 days | 18 days or more | 5 days | <p>Part 4—Leave and Public Holidays</p> <p>16. Annual leave</p> <p>16.1 Annual leave is provided for in the NES.</p> <p>16.2 Where an employee, other than a journalist or a cinema worker, works on Sundays and/or public holidays as part of their ordinary rostered hours of work, the employee must be allowed additional annual leave as follows:</p> <table border="1" data-bbox="1227 1034 2056 1343"> <thead> <tr> <th>Number of days worked</th> <th>Additional leave</th> </tr> </thead> <tbody> <tr> <td>Between 6 and 8 days inclusive</td> <td>1 day</td> </tr> <tr> <td>Between 9 and 11 days inclusive</td> <td>2 days</td> </tr> <tr> <td>Between 12 and 14 days inclusive</td> <td>3 days</td> </tr> <tr> <td>Between 15 and 17 days inclusive</td> <td>4 days</td> </tr> <tr> <td>18 days or more</td> <td>5 days</td> </tr> </tbody> </table> <p>NOTE: s.87(1)(b) of the Act does not apply as employees under this clause are not shiftworkers for the purposes of the NES.</p> | Number of days worked | Additional leave | Between 6 and 8 days inclusive | 1 day | Between 9 and 11 days inclusive | 2 days | Between 12 and 14 days inclusive | 3 days | Between 15 and 17 days inclusive | 4 days | 18 days or more | 5 days |
| Number of days worked | Additional leave | | | | | | | | | | | | | | | | | | | | | | | | |
| Not less than 6 days or more than 8 days | 1 day | | | | | | | | | | | | | | | | | | | | | | | | |
| Not less than 9 days or more than 11 days | 2 days | | | | | | | | | | | | | | | | | | | | | | | | |
| Not less than 12 days or more than 14 days | 3 days | | | | | | | | | | | | | | | | | | | | | | | | |
| Not less than 15 days or more than 17 days | 4 days | | | | | | | | | | | | | | | | | | | | | | | | |
| 18 days or more | 5 days | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of days worked | Additional leave | | | | | | | | | | | | | | | | | | | | | | | | |
| Between 6 and 8 days inclusive | 1 day | | | | | | | | | | | | | | | | | | | | | | | | |
| Between 9 and 11 days inclusive | 2 days | | | | | | | | | | | | | | | | | | | | | | | | |
| Between 12 and 14 days inclusive | 3 days | | | | | | | | | | | | | | | | | | | | | | | | |
| Between 15 and 17 days inclusive | 4 days | | | | | | | | | | | | | | | | | | | | | | | | |
| 18 days or more | 5 days | | | | | | | | | | | | | | | | | | | | | | | | |

23.3 Journalists are required to work on public holidays (other than Christmas Day and Good Friday) at ordinary rates of pay and are entitled to an extra two weeks' annual leave. If a journalist is not required to work on a particular public holiday, the employer must notify the employee at least 14 days prior to the public holiday and that day will be an annual leave day. Should Christmas Day or Good Friday fall during an employee's annual leave, the employee will be allowed an extra day's annual leave or be paid double time for one day.

NOTE: s.87(1)(b) of the Act does not apply.

23.4 Notwithstanding the NES, an employer may close down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:

- (a) the employer gives not less than four weeks' notice in writing of intention to do so;
- (b) an employee who has accrued sufficient leave to cover the period of the close-down is allowed leave and is also paid for that leave at the appropriate wage in accordance with Part 4—Minimum Wages and Related Matters;
- (c) an employee who has not accrued sufficient leave to cover part or all of the close-down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down;
- (d) any leave taken by an employee as a result of a close-down pursuant to this clause also counts as service by the employee with their employer;
- (e) the employer may only close down the enterprise or part of it pursuant to this clause for one or two separate periods in a year;
- (f) if the employer closes down the enterprise or part of it pursuant to this clause in two separate periods, one of the periods must be at least 14 consecutive days including non-working days; and

16.3 Special annual leave provisions for Journalists

- (a) Journalists are required to work on public holidays (other than Christmas Day and Good Friday) at ordinary rates of pay and are entitled to an extra two weeks' annual leave.
- (b) If a journalist is not required to work on a particular public holiday, the employer must notify the employee at least 14 days prior to the public holiday and that day will be an annual leave day.
- (c) Should Christmas Day or Good Friday fall during an employee's annual leave, the employee will be allowed an extra day's annual leave or be paid **200%** of the ordinary rate for one day.

NOTE: s.87(1)(b) of the Act does not apply as employees under this clause are not shiftworkers for the purposes of the NES.

16.4 Close-down

An employer may close down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:

- (a) the employer gives not less than four weeks' notice in writing of intention to do so;
- (b) an employee who has accrued sufficient leave to cover the period of the close-down is allowed leave and is also paid for that leave at the appropriate wage in accordance with Part 3—Wages and Allowances;
- (c) an employee who has not accrued sufficient leave to cover part or all of the close-down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down;
- (d) any leave taken by an employee as a result of a close-down pursuant to this clause also counts as service by the employee with their employer;
- (e) the employer may only close down the enterprise or part of it pursuant to this clause for one or two separate periods in a year;
- (f) if the employer closes down the enterprise or part of it pursuant to this clause in two separate periods, one of the periods must be at least 14 consecutive days including non-working days; and

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| <p>(g) the employer and the majority of employees concerned may agree to the enterprise or part of it being closed down pursuant to this clause for three separate periods in a year provided that one of the periods is at least 14 days including non-working days.</p> | <p>(g) the employer and the majority of employees concerned may agree to the enterprise or part of it being closed down pursuant to this clause for three separate periods in a year provided that one of the periods is at least 14 days including non-working days.</p> |
| <p>23.5 Annual leave in advance</p> <p><i>Provision not reproduced – standard clause – no change</i></p> | <p>16.5 Annual leave in advance</p> <p><i>Provision not reproduced – standard clause – no change</i></p> |
| <p>23.6 Annual leave must be taken within 18 months of the entitlement accruing. For the purpose of ensuring accrued annual leave is taken within that period, and in the absence of agreement as provided for in s.88 of the Act, an employer may require an employee to take a period of annual leave from a particular date provided the employee is given at least 28 days notice.</p> <p>23.7 Before the start of the employee’s annual leave the employer must pay the employee:</p> <p>(a) subject to clause 30.8, instead of the base rate of pay referred to in s.90(1) of the Act, the amount the employee would have earned for working their normal hours, exclusive of overtime had they not been on leave; and</p> <p>(b) an additional loading of 17.5% of the relevant minimum wage for their classification as set out in this award.</p> | <p>16.6 Annual leave must be taken within 18 months of the entitlement accruing. For the purpose of ensuring accrued annual leave is taken within that period, and in the absence of agreement as provided for in s.88 of the Act, an employer may require an employee to take a period of annual leave from a particular date provided the employee is given at least 28 days’ notice.</p> <p>16.7 Annual leave loading</p> <p>Before the start of the employee’s annual leave the employer must pay the employee:</p> <p>(a) subject to clause 32.2(d), instead of the base rate of pay referred to in s.90(1) of the Act, the amount the employee would have earned for working their normal hours, exclusive of overtime had they not been on leave; and</p> <p>(b) an additional loading of 17.5% of the relevant minimum wage for their classification as set out in this award.</p> |
| <p>23.8 Electronic funds transfer (EFT) payment of annual leave</p> <p>Despite anything else in this clause, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.</p> | <p>16.8 Electronic funds transfer (EFT) payment of annual leave</p> <p>Despite anything else in this clause, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.</p> |
| <p>23.9 Cashing out of annual leave</p> <p><i>Provision not reproduced – standard clause – no change</i></p> | <p>16.9 Cashing out of annual leave</p> <p><i>Provision not reproduced – standard clause – no change</i></p> |
| <p>24. Personal/carer’s leave and compassionate leave</p> <p>Personal/carer’s leave and compassionate leave are provided for in the NES.</p> | <p>17. Personal/carer’s leave and compassionate leave</p> <p>Personal/carer’s leave and compassionate leave are provided for in the NES.</p> |

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| <i>Proposed new clause</i> | 18. Parental leave and related entitlements Parental leave and related entitlements are provided for in the NES. |
| 25. Community service leave Community service leave is provided for in the NES. | 19. Community service leave Community service leave is provided for in the NES. |
| <p>26. Public holidays</p> <p>26.1 Public holidays are provided for in the NES.</p> <p>26.2 Except as otherwise provided for in this award:</p> <ul style="list-style-type: none"> (a) an employee (other than a journalist) required to work on a public holiday will be paid double time and a half with a minimum payment of four hours or be provided with an additional day off work; (b) by agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned, an alternative day may be taken as the public holiday instead of any of the prescribed days; and (c) an employer and an individual employee may agree to the employee taking another day as the public holiday instead of the day which is being observed as the public holiday in the enterprise or part of the enterprise concerned. | <p>20. Public holidays</p> <p>20.1 Public holiday entitlements are provided for in the NES.</p> <p>20.2 Except as otherwise provided for in this award:</p> <ul style="list-style-type: none"> (a) An employee (other than a journalist or cinema employee) required to work on a public holiday will be paid: <ul style="list-style-type: none"> (i) 250% of the ordinary rate with a minimum payment of four hours; or (ii) be provided with an additional day off work. (b) By agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned, an alternative day may be taken as the public holiday instead of any of the prescribed days. (c) An employer and an individual employee may agree to the employee taking another day as the public holiday instead of the day which is being observed as the public holiday in the enterprise or part of the enterprise concerned. |
| <i>New subclause inserted for the purposes of cross-referencing the schedule.</i> | 20.3 Part-day public holidays For provisions relating to part-day public holidays see Schedule N—2016 Part-day public holidays. |

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| <p>26.3 Special provisions for employees in cinemas</p> <p>(a) Clause 26.2 will not apply to employees in cinemas.</p> <p>(b) If a weekly employee is required to work on a day to be observed as a public holiday, then, in addition to receiving the normal rate of pay for working ordinary hours, employees will be paid at the rate of single time additional for the hours worked.</p> <p>(c) Casual employees will be entitled to receive double the full time permanent hourly rate for work on a public holiday.</p> <p>(d) A weekly employee whose rostered time off falls on a public holiday will be allowed an additional day off at a time to be agreed upon by the employer and the employee or the employee will be paid an additional day's pay instead within seven days of the holiday.</p> | <p>61.6 All cinema employees—public holidays</p> <p>(a) Clause 20.2 will not apply to employees in cinemas.</p> <p>(b) If a weekly employee is required to work on a day to be observed as a public holiday, then, the employee will be paid 200% of the loaded minimum rate for the hours worked.</p> <p>(c) Casual employees will be entitled to receive 200% of the loaded minimum hourly rate for work on a public holiday.</p> <p>(d) A weekly employee whose rostered time off falls on a public holiday will be:</p> <p>(i) allowed an additional day off at a time to be agreed upon by the employer and the employee; or</p> <p>(ii) paid an additional day's pay instead within seven days of the holiday.</p> |
| <p>Part 6—Television Broadcasting</p> <p>27. Ordinary hours of work and rostering</p> <p>27.1 The ordinary hours of work will be an average of 38 hours per week to be worked on any day of the week in accordance with clauses 27.2, 27.3 or 27.4.</p> <p>27.2 The ordinary hours of work must not exceed 38 hours per week to be worked in shifts of 7.6 continuous hours (exclusive of meal periods).</p> <p>27.3 The employer may, after consultation with employees in a relevant division, section or unit at the workplace, implement a roster period of 28 consecutive days, within which employees will have nine days off work, comprised of eight clear days off as provided for in clause 27.5, plus an additional day off (an accrued day off). Provided that:</p> <p>(a) The employer must designate one of the nine days off work as an accrued day off.</p> <p>(b) For work performed on an accrued day off only and where there is no agreement to bank the accrued day off, an employee will be entitled to be paid overtime at the rate of double time for all time</p> | <p>Part 7—Television Broadcasting</p> <p>29. Ordinary hours of work and rostering</p> <p>29.1 The ordinary hours of work for television broadcasting employees will be an average of 38 hours per week to be worked on any day of the week in accordance with clauses 29.2, 29.3 or 29.4.</p> <p>29.2 The ordinary hours of work must not exceed 38 hours per week to be worked in shifts of 7.6 continuous hours (exclusive of meal periods).</p> <p>29.3 The employer may, after consultation with employees in a relevant division, section or unit at the workplace, implement a roster period of 28 consecutive days, within which employees will have nine days off work, comprised of eight clear days off as provided for in clause 29.5, plus an additional day off (an accrued day off). Provided that:</p> <p>(a) The employer must designate one of the nine days off work as an accrued day off.</p> <p>(b) For work performed on an accrued day off only and where there is no agreement to bank the accrued day off, an employee will be entitled to be paid overtime at the rate of 200% of the ordinary</p> |

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| <p>worked or double time and a half for all time worked on a public holiday (with a minimum payment of four hours), and the provisions of clause 27.2 will not apply.</p> <p>(c) During the 28 day roster period a minimum of two days off will be rostered consecutively.</p> <p>(d) The daily spread of ordinary time hours available for the roster period set out in clause 27.4 will be a minimum of six and a maximum of 10 hours in any one day or shift.</p> <p>27.4 By agreement between the employer and the majority of employees in a division, section or unit of the workplace any arrangement for working ordinary hours, in substitution for the arrangements set out in clauses 27.2 and 27.3, will be implemented subject to:</p> <p>(a) no more than 152 ordinary hours being worked in a 28 day roster period;</p> <p>(b) the ordinary daily spread of continuous hours being a minimum of four and a maximum of 12; and</p> <p>(c) employees receiving at least nine days off in a 28 day roster period.</p> <p>27.5 Days off duty</p> <p>(a) The ordinary weekly hours of work will be worked so that each employee will be given two clear days off work each week.</p> <p>(b) Where the 38 hour week is implemented in a manner specified in clauses 27.3 or 27.4 the employees of a division, section or unit may agree with their employer to bank up to a maximum of five days off to be taken at a mutually agreed time. If an accrued day off remains untaken at the time of an employee's termination it will be paid.</p> <p>27.6 Rostering</p> <p>(a) All rosters must specify the commencing and finishing times of the ordinary hours of work of the respective shifts for each employee.</p> <p>(b) The rosters will be posted at the station concerned at least seven clear days before they come into operation, provided that:</p> | <p>hourly rate for all time worked or 250% of the ordinary hourly rate for all time worked on a public holiday (with a minimum payment of four hours), and the provisions of clause 29.2 will not apply.</p> <p>(c) During the 28 day roster period a minimum of two days off will be rostered consecutively.</p> <p>(d) The daily spread of ordinary time hours available for the roster period set out in clause 29.4 will be a minimum of six and a maximum of 10 hours in any one day or shift.</p> <p>29.4 By agreement between the employer and the majority of employees in a division, section or unit of the workplace any arrangement for working ordinary hours, in substitution for the arrangements set out in clauses 29.2 and 29.3, will be implemented subject to:</p> <p>(a) no more than 152 ordinary hours being worked in a 28 day roster period;</p> <p>(b) the ordinary daily spread of continuous hours being a minimum of four and a maximum of 12; and</p> <p>(c) employees receiving at least nine days off in a 28 day roster period.</p> <p>29.5 Days off duty</p> <p>(a) The ordinary weekly hours of work will be worked so that each employee will be given two clear days off work each week.</p> <p>(b) Where the 38 hour week is implemented in a manner specified in clauses 29.3 or 29.4 the employees of a division, section or unit may agree with their employer to bank up to a maximum of five days off to be taken at a mutually agreed time. If an accrued day off remains untaken at the time of an employee's termination it will be paid.</p> <p>29.6 Rostering</p> <p>(a) All rosters must specify the starting and finishing times of the ordinary hours of work of shifts for each employee.</p> <p>(b) The rosters will be posted at the station concerned at least seven</p> |
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| <ul style="list-style-type: none"> (i) a roster may be departed from at short notice in cases of emergency over which the employer has no control; and (ii) an employee who receives less than seven days' notice of a change of roster will be paid at the rate specified in clause 29.2 for all time worked during the first shift resulting from such change that falls outside their rostered shift. <p>(c) For the purposes of clause 27.6, seven clear days' notice of change is calculated so that seven clear days' notice expires no later than midnight before the day on which the shift to be changed is rostered.</p> <p>(d) With the approval of the supervisor in charge of the department or section concerned, the employees will be allowed to exchange shifts or days off or to perform duty for other employees, provided that any excess hours worked will not involve the employer in overtime payments.</p> <p>(e) Where an employee's rostered day off falls on a public holiday, the employee must:</p> <ul style="list-style-type: none"> (i) receive an additional day off; (ii) receive an additional day added to their annual leave; or (iii) be paid an additional day's pay instead, if agreed between the employer and the employee. | <p>clear days before they come into operation, provided that:</p> <ul style="list-style-type: none"> (i) a roster may be departed from at short notice in cases of emergency over which the employer has no control; and (ii) an employee who receives less than seven days' notice of a change of roster will be paid at the rate specified in clause 31.1 for all time worked during the first shift resulting from the change that falls outside their rostered shift. <p>(c) For the purposes of clause 29.6, seven clear days' notice of change is calculated so that seven clear days' notice expires no later than midnight before the day on which the shift to be changed is rostered.</p> <p>(d) Changes to rosters must be in accordance with clause 22.</p> <p>(e) With the approval of the supervisor in charge of the department or section concerned, employees may exchange shifts or days off or to perform duty for other employees, provided that any excess hours worked will not involve the employer in overtime payments.</p> <p>(f) Where an employee's rostered day off falls on a public holiday, the employee must:</p> <ul style="list-style-type: none"> (i) receive an additional day off; (ii) receive an additional day added to their annual leave; or (iii) be paid an additional day's pay instead, if agreed between the employer and the employee. |
| <p>28. Meal breaks</p> <p>28.1 An employee must be allowed a meal period during or at the end of each five hours of work. The meal period is to be not less than half an hour or more than one hour. Provided that where an employee is rostered to work a shift of six ordinary hours or less and does so work, the employee and the employeghr may agree not to take a meal break.</p> <p>28.2 An employee must take a meal break as set out in clause 28.1 unless directed otherwise, in which case all work performed from the time the meal period became due until the meal period is allowed must be paid for at the rate of time and a half for week days, double time for Saturday and Sunday and double time and a half for public holidays.</p> | <p>30. Meal breaks</p> <p>30.1 An employee must be allowed a meal period during or at the end of each five hours of work. The meal period is to be between 30 and 60 minutes. If an employee works a shift of six ordinary hours or less, the employee and the employer may agree not to take a meal break.</p> <p>30.2 If an employee is directed to continue work after the time the meal period in clause 30.1 became due, work performed from this time until the meal period is allowed must be paid for at:</p> <ul style="list-style-type: none"> (a) 150% of the ordinary hourly rate for week days; (b) 200% of the ordinary hourly rate for Saturday and Sunday; and (c) 250% of the ordinary hourly rate for public holidays. |

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| <p>28.3 Clause 28.2 does not apply in the following circumstances:</p> <ul style="list-style-type: none"> (a) Transmitter Technicians—where the transmitter is remotely located and where only one technician is on duty; (b) Studio operations—Co-ordinators, Master Control, Videotape, Telecine and Audio Operators where relieving for a meal break would mean rostering an additional crew for a minimum of four hours. Except that, where it is practicable the employees referred to above must provide meal break relief for the other operators; (c) At weekends—when only one team is rostered for duty, providing that the exception in studio operations in clause 28.3(b) will apply; (d) Solus Operator—where the transmission from the studios is performed by a solus operator; (e) Production—those employees of the production crew who find it essential to eat on-the-job due to the nature of the work, providing that the meal break must be taken unless the work required is absolutely unavoidable; or (f) Outside broadcasts—where the taking of the second or subsequent meal break would unnecessarily delay the finishing time of the work, provided that the work can be finished within two hours of such meal break becoming due and the employees decide in favour of foregoing the meal period, <p>except that where it is permissible and practicable to eat on the job, the penalties will be payable in respect of the meal period only.</p> | <p>30.3 Clause 30.2 does not apply in the following circumstances:</p> <ul style="list-style-type: none"> (a) Transmitter Technicians—where the transmitter is remotely located and where only one technician is on duty; (b) Studio operations—Co-ordinators, Master Control, Videotape, Telecine and Audio Operators where relieving for a meal break would mean rostering an additional crew for a minimum of four hours. Except that, where it is practicable the employees referred to above must provide meal break relief for the other operators; (c) At weekends—when only one team is rostered for duty, providing that the exception in studio operations in clause 30.3(b) will apply; (d) Solus Operator—where the transmission from the studios is performed by a solus operator; (e) Production—those employees of the production crew who find it essential to eat on-the-job due to the nature of the work, providing that the meal break must be taken unless the work required is absolutely unavoidable; or (f) Outside broadcasts—where the taking of the second or subsequent meal break would unnecessarily delay the finishing time of the work, provided that the work can be finished within two hours of such meal break becoming due and the employees decide in favour of foregoing the meal period, <p>except that where it is permissible and practicable to eat on the job, the penalties will be payable in respect of the meal period only.</p> |
| <p>28.4 Where it is necessary for an employee to remain on call during the meal period, that period must be counted as time worked.</p> | <p>30.4 Where it is necessary for an employee to remain on call during the meal period, that period must be counted as time worked.</p> |
| <p>28.5 Where an employee is required to perform work when on call during the meal period the employee must for all time worked on Monday to Friday inclusive be paid at the rate of one and a half times their ordinary rate of pay and for time worked on Saturday or Sunday be paid at the rate of double their ordinary rate of pay, and for time worked on public holidays at the rate of two and a half times their ordinary rate of pay.</p> | <p>30.5 Where an employee is required to perform work when on call during the meal period the employee must be paid:</p> <ul style="list-style-type: none"> (a) for all time worked on Monday to Friday inclusive—150% of the ordinary hourly rate; (b) for time worked on Saturday or Sunday—200% of the ordinary hourly rate; and (c) for time worked on a public holiday—250% of the ordinary hourly rate. |

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| <p>29. Overtime</p> <p>29.1 The hourly rate for overtime purposes is to be calculated by dividing the relevant minimum weekly wage by 38.</p> <p>29.2 All time worked in excess of the ordinary hours is overtime and must be paid for as follows:</p> <p>(a) Monday to Friday—time and a half for the first two hours and double time after that;</p> <p>(b) Saturday—time and three quarters for the first two hours and double time after that;</p> <p>(c) Sunday—double time; and</p> <p>(d) public holiday—double time and a half.</p> <p>29.3 Where an employee is specifically brought in to work overtime on a Saturday, Sunday or public holiday, the minimum payment must be for four hours of work.</p> <p>29.4 In computing overtime each day's work must stand alone, provided that where the overtime begins on one day and continues after midnight without interruption other than for meal breaks, the overtime must be paid on the basis that the employee has worked continuously.</p> <p>29.5 Notwithstanding clauses 29.2 to 29.4, an employee may elect, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer. Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.</p> <p>29.6 Except in cases of a change of roster of which the employee has had 24 hours' notice or where the employee agrees to bank an accrued day off, an employee who is required to work on any day for which the employee is rostered off duty will be entitled to payment at the rate of double time for all time worked or double time and a half for public holidays with a minimum payment for four hours' work.</p> <p>29.7 Except in the case of overtime worked under clause 29.6, where an employee having completed work and having left the place of work is recalled for work, not continuous with the next rostered shift, the employee must be paid overtime at the rate of double time with a minimum of two hours' payment.</p> | <p>31. Overtime</p> <p>31.1 All time worked in excess of the ordinary hours is overtime and must be paid for as follows:</p> <p>(a) Monday to Friday—150% of the ordinary hourly rate for the first two hours and 200% of the ordinary hourly rate after that;</p> <p>(b) Saturday—175% of the ordinary hourly rate for the first two hours and 200% of the ordinary hourly rate after that;</p> <p>(c) Sunday—200% of the ordinary hourly rate; and</p> <p>(d) public holiday—250% of the ordinary hourly rate.</p> <p>31.2 Where an employee is specifically brought in to work overtime on a Saturday, Sunday or public holiday, the minimum payment must be for four hours of work.</p> <p>31.3 In calculating overtime each day's work must stand alone, provided that where the overtime begins on one day and continues after midnight without interruption other than for meal breaks, the overtime must be paid on the basis that the employee has worked continuously.</p> <p>31.4 An employee may elect, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer. Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.</p> <p>31.5 Except in cases of a change of roster of which the employee has had 24 hours' notice or where the employee agrees to bank an accrued day off, an employee who is required to work on any day for which the employee is rostered off duty will be entitled to payment at the rate of 200% of the ordinary hourly rate for all time worked or 250% of the ordinary hourly rate for public holidays with a minimum payment for four hours' work.</p> <p>31.6 Where an employee having completed work and having left the place of work is recalled for work, not continuous with the next rostered shift, the employee must be paid overtime at the rate of 200% of the ordinary hourly rate with a minimum of two hours' payment. Clause 31.6 does not apply where clause 31.5 applies.</p> |
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| <p>29.8 An employee who finishes overtime work at a time when reasonable means of transport are not available must either be provided with transport to their home or be paid at the overtime rate for the time reasonably required to reach their home after completing the overtime.</p> <p>29.9 An employee is entitled to a minimum break of 10 hours between the finish of work on one day and the start of work on the next day. If the employer requires an employee to resume work without such a break, the employee must be paid at the rate of double time for all time worked until they have had a break of at least 10 hours.</p> | <p>31.7 An employee who finishes overtime work at a time when reasonable means of transport are not available must either be provided with transport to their home or be paid at the overtime rate for the time reasonably required to reach their home after completing the overtime.</p> <p>31.8 An employee is entitled to a minimum break of 10 hours between the finish of work on one day and the start of work on the next day. If the employer requires an employee to resume work without such a break, the employee must be paid at the rate of 200% of the ordinary hourly rate for all time worked until they have had a break of at least 10 hours.</p> |
| <p>30. Shift and weekend penalties</p> <p>30.1 Subject to the provisions of clause 30.3 an employee who works a rostered shift which finishes after 7.00 pm or a shift which finished at or before 7.00 am on any day must be paid for that shift 15% more than their ordinary rate of pay.</p> <p>30.2 Subject to the provisions of clause 30.3 an employee who works a rostered shift which begins before 7.00 am on any day must be paid for that shift 15% more than their ordinary rate of pay.</p> <p>30.3 For all ordinary time worked on a rostered shift between midnight and 6.00 am the shift duty allowance prescribed in this award must be increased to 20% more than their ordinary rate of pay limited to the ordinary time worked between these hours.</p> <p>30.4 The shift duty allowance must not be taken into account in computing the additional rates prescribed for overtime, Saturday or Sunday work, work on public holidays, or any payment for personal leave.</p> <p>30.5 All ordinary time worked on a rostered shift as part of ordinary rostered hours between midnight on Friday and midnight on Saturday must be paid for at the rate of time and a half.</p> | <p>32. Shift and weekend penalties</p> <p>32.1 Shift duty allowance</p> <p>(a) Night shift—an employee who works a rostered shift which finishes after 7.00 pm or a shift which finishes at or before 7.00 am on any day must be paid for that shift 15% more than their ordinary rate of pay.</p> <p>(b) Morning shift—an employee who works a rostered shift which begins before 7.00 am on any day must be paid for that shift 15% more than their ordinary rate of pay.</p> <p>(c) Extra shift duty allowance</p> <p>For all ordinary time worked on a rostered shift between midnight and 6.00 am the shift duty allowance prescribed in this award must be increased to 20% more than their ordinary rate of pay limited to the ordinary time worked between these hours.</p> <p>(d) The shift duty allowance in clause 32.1 must not be taken into account in calculating the additional rates prescribed for overtime, Saturday or Sunday work, work on public holidays, any payment for personal leave, or annual leave.</p> <p>32.2 Weekend penalties</p> <p>(a) Saturday</p> <p>All ordinary time worked on a rostered shift as part of ordinary rostered hours between midnight on Friday and midnight on Saturday must be paid for at 150% of the ordinary hourly rate.</p> |

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| <p>30.6 All ordinary time worked on a rostered shift as part of ordinary rostered hours between midnight on Saturday and midnight on Sunday must be paid for at the rate of time and three quarters.</p> <p>30.7 The extra rates prescribed in clauses 30.5 and 30.6 must be in addition to the shift duty allowance prescribed by clauses 30.1 to 30.4.</p> <p>30.8 The shift duty allowance prescribed by clauses 30.1 to 30.4 and the extra rates prescribed in clauses 30.5 and 30.6 must not be taken into account in computing any payment for annual leave.</p> | <p>(b) Sunday All ordinary time worked on a rostered shift as part of ordinary rostered hours between midnight on Saturday and midnight on Sunday must be paid for at 175% of the ordinary hourly rate.</p> <p>(c) The extra rates prescribed in clauses 32.2(a) and (b) must be in addition to the shift duty allowance prescribed by clauses 32.1(a), (b) and (c).</p> <p>(d) The extra rates prescribed in clause 32.2 must not be taken into account in calculating any payment for annual leave.</p> |
| <p>31. Extra rates of pay not cumulative The rates prescribed as payments additional to minimum ordinary weekly rates must not be cumulative so as to exceed the maximum of double time except on public holidays when the maximum rate must be double time and a half.</p> | <p>33. Extra rates of pay not cumulative The rates prescribed as payments additional to minimum ordinary weekly rates must not be cumulative so as to exceed the maximum of 200% of the ordinary hourly rate except on public holidays when the maximum rate must be 250% of the ordinary hourly rate.</p> |
| <p>32. Allowances <i>Clause inserted - proposed new provision</i></p> | <p>34. Allowances</p> <p>34.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule I for a summary of monetary allowances and method of adjustment.</p> <p>34.2 Wage-related allowances</p> <p>(a) All purpose allowances Allowances paid for all purposes are included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave. The following allowances are paid for all purposes under this award:</p> <ul style="list-style-type: none"> (i) Broadcast Operator's Certificate of Proficiency (BOCP) allowance (clause 34.2(b)); (ii) Television Operator's Certificate of Proficiency (TVOCP) allowance (clause 34.2(c)); (iii) Maintenance allowance (clause 34.2(d)); (iv) Properties allowance (clause 34.2(e)); (v) Director's loading (clause 34.2(f)); (vi) Videotape post-production allowance (clause 34.2(g)); (vii) Videotape editing allowance (clause 34.2(h)). |

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| <p>32.1 Meal allowance</p> <p>Where an employee is required to continue working beyond 30 minutes after a second or subsequent meal period becomes due the employee must be paid a meal allowance of \$17.60 or provided with a substantial meal.</p> | <p>34.3 Expense-related allowances</p> <p>(a) Meal allowance</p> <p>Where an employee is required to continue working beyond 30 minutes after a second or subsequent meal period becomes due the employee must be paid a meal allowance of \$17.60 or provided with a substantial meal.</p> |
| <p>32.2 Maintenance allowance</p> <p>A Technician Audio, Lighting Master Control or Videotape employee will be paid an allowance of 6% of the relevant minimum weekly wage for all purposes of this award where the employee is required to be capable of and responsible for effecting maintenance of electronic television equipment.</p> | <p>34.2(d) Maintenance allowance</p> <p>A Technician Audio, Lighting Master Control or Videotape employee will be paid an allowance of 6% of the relevant minimum weekly wage for all purposes of this award where the employee is required to be capable of and responsible for effecting maintenance of electronic television equipment.</p> |
| <p>32.3 A director who works as a producer</p> <p>(a) A director who works as a producer on any television program, in addition to the other payments to which the employee is entitled, is to be paid an allowance of 10% of the relevant minimum weekly wage. The allowance will be calculated on a daily basis.</p> <p>(b) For the purpose of clause 32.3, a producer is an employee who is responsible for the concept of programs, the originating of ideas and formats (or where a script is provided for interpreting the writer's ideas and intentions), selection of music, hiring of talent, preparation and control of budgets, planning and supervision of scenarios and for all details of the production and completion of the program.</p> <p>32.4 Back pack loading</p> <p>A camera employee required to operate back pack equipment or a Steadicam unit must, in addition to the other payments to which the employee is entitled, be paid an allowance of 10% of the relevant minimum hourly wage prescribed in clause 14—Classifications and minimum wages for each shift.</p> | <p>32.4(j) A director who works as a producer</p> <p>(i) A director who works as a producer on any television program, in addition to the other payments to which the employee is entitled, is to be paid an allowance of 10% of the relevant minimum weekly wage. The allowance will be calculated on a daily basis by dividing the weekly rate by five.</p> <p>(ii) For the purpose of clause 34.2(j), a producer is an employee who is responsible for the concept of programs, the originating of ideas and formats (or where a script is provided for interpreting the writer's ideas and intentions), selection of music, hiring of talent, preparation and control of budgets, planning and supervision of scenarios and for all details of the production and completion of the program.</p> <p>(k) Back pack loading</p> <p>A camera employee required to operate back pack equipment or a Steadicam unit must, in addition to the other payments to which the employee is entitled, be paid an allowance of 10% of the relevant minimum hourly wage prescribed in clause 13—Classifications and minimum wages for each shift.</p> |

32.5 Broadcast Operator's Certificate of Proficiency (BOCP) allowance

A Technician, Audio, Lighting, Master Control, On-Air Presentation or Videotape employee with the BOCP qualification or with one of the following equivalent qualifications:

- (a) a qualification prescribed by the former Department of Communications as a prerequisite for a candidate for examination for the Television Operator's Certificate of Proficiency;
- (b) a qualification as an electrical tradesperson;
- (c) an Electronics and Communications Certificate, without the Television Strand;
- (d) any other qualification recognised by the employer as equivalent to the BOCP; or
- (e) any other trade certificate or diploma,

must be paid a weekly allowance of 1.8% of the standard rate for all purposes where the qualification is required for the performance of their duties.

32.6 Television Operator's Certificate of Proficiency (TVOCP) allowance

A Technician, Audio, Lighting, Master Control, On-Air Presentation or Videotape employee with the TVOCP or with one of the following equivalent qualifications:

- (a) an Electronics and Communications Certificate with the Television Strand;
- (b) any other completed formal qualification which is generally recognised in the industry provided that the course accreditation level is higher than the BOCP (or any of its post trade equivalents) and the employer requires the employee to apply the skills acquired, in the course of their employment; or
- (c) a formal qualification for digital television accredited to a level higher than the BOCP (or any of its post trade equivalents),

must be paid a weekly allowance of 3.49% of the standard rate for all purposes in addition to the BOCP allowance prescribed in clause 32.5 where the skills acquired are used in the course of their employment.

34.2 (b) Broadcast Operator's Certificate of Proficiency (BOCP) allowance

A Technician, Audio, Lighting, Master Control, On-Air Presentation or Videotape employee with the BOCP qualification or with one of the following equivalent qualifications:

- (i) a qualification prescribed by the former Department of Communications as a prerequisite for a candidate for examination for the Television Operator's Certificate of Proficiency;
- (ii) a qualification as an electrical tradesperson;
- (iii) an Electronics and Communications Certificate, without the Television Strand;
- (iv) any other qualification recognised by the employer as equivalent to the BOCP; or
- (v) any other trade certificate or diploma,

must be paid a weekly allowance of **\$14.10** for all purposes where the qualification is required for the performance of their duties.

(c) Television Operator's Certificate of Proficiency (TVOCP) allowance

A Technician, Audio, Lighting, Master Control, On-Air Presentation or Videotape employee with the TVOCP or with one of the following equivalent qualifications:

- (i) an Electronics and Communications Certificate with the Television Strand;
- (ii) any other completed formal qualification which is generally recognised in the industry provided that the course accreditation level is higher than the BOCP (or any of its post trade equivalents) and the employer requires the employee to apply the skills acquired, in the course of their employment; or
- (iii) a formal qualification for digital television accredited to a level higher than the BOCP (or any of its post trade equivalents),

must be paid a weekly allowance of **\$27.34** for all purposes in addition to the BOCP allowance prescribed in clause 34.2(a) where the skills acquired are used in the course of their employment.

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| <p>32.7 Properties allowance</p> <p>A Properties employee responsible for flying scenery or employed as a crane tracker or tonger will receive an allowance of 10% of the relevant minimum hourly wage per shift for all purposes.</p> | <p>34.2(e) Properties allowance</p> <p>A Properties employee responsible for flying scenery or employed as a crane tracker or tonger will receive an allowance of 10% of the relevant minimum hourly wage per shift for all purposes.</p> |
| <p>32.8 Working away from public transport or when public transport is unavailable</p> <p>(a) This clause applies when:</p> <p>(i) the employee's place of employment is 1.5 km or more from the nearest means of regular public transport; or</p> <p>(ii) where an employee has to begin or stop work at a time when normal regular means of public transport are not available within a reasonable period of time.</p> <p>(b) In the above circumstances the employer must reimburse the employee for reasonable transport costs. However, the employer may instead of reimbursement provide the employee with transport to or from the nearest means of regular public transport.</p> <p>(c) This clause and clause 18.3 do not apply to non metropolitan television stations or their employees.</p> | <p>34.3(b) Working away from public transport or when public transport is unavailable</p> <p>(i) This clause applies when:</p> <ul style="list-style-type: none"> • the employee's place of employment is 1.5 km or more from the nearest means of regular public transport; or • where an employee has to begin or stop work at a time when normal regular means of public transport are not available within a reasonable period of time. <p>(ii) In the above circumstances the employer must either:</p> <ul style="list-style-type: none"> • reimburse the employee for reasonable transport costs; or • provide the employee with transport to or from the nearest means of regular public transport. <p>(iii) Clause 34.3(b) does not apply to non-metropolitan television stations or their employees.</p> |
| <p>32.9 Travel by rail, sea or air</p> <p>(a) Where an employee is required to travel by rail in the course of their duties, the employee will be reimbursed for the actual cost of first class accommodation and sleeper.</p> <p>(b) Where an employee is required to travel by air the employer will reimburse the employee for the actual cost of economy class air travel. Provided that no reimbursement will be made if the employer pays for the cost of the air travel. An employee can refuse to travel by air if the employee has a reasonable objection to air travel.</p> <p>(c) An employee who travels by rail, sea or air in accordance with clause 32.9 of this award will be reimbursed for all reasonable out-of-pocket expenses.</p> <p>(d) The provisions of clause 32.9 will not apply if the employer provides travel of the nature set out above.</p> | <p>(c) Travel by rail, sea or air</p> <p>(i) Where an employee is required to travel by rail in the course of their duties, the employee will be reimbursed for the actual cost of first class accommodation and sleeper.</p> <p>(ii) Where an employee is required to travel by air the employer will:</p> <ul style="list-style-type: none"> • reimburse the employee for the actual cost of economy class air travel; or • pay for the cost of the air travel. <p>(iii) An employee can refuse to travel by air if the employee has a reasonable objection to air travel.</p> <p>(iv) An employee who travels by rail, sea or air in accordance with clause 34.3(c) will be reimbursed for all reasonable out-of-pocket expenses.</p> <p>(v) The provisions of clause 34.3(c) will not apply if the employer provides travel of the nature set out above.</p> |

| <p>32.10 Change of residence</p> <p>In addition to the provisions of clause 32.9, where an employee is transferred and has to change their place of residence:</p> <ul style="list-style-type: none"> (a) members of an employee’s family who are required to travel whether by rail, sea or air as the result of such transfer are entitled to reimbursement for the actual cost of their fares; and (b) the removal and transmission of the employee’s furniture and household effects will be reimbursed by the employer. | <p>(d) Change of residence</p> <p>In addition to the provisions of clause 34.3(c), where an employee is transferred and has to change their place of residence:</p> <ul style="list-style-type: none"> (i) members of an employee’s family who are required to travel whether by rail, sea or air as the result of such transfer are entitled to reimbursement for the actual cost of their fares; and (ii) the removal and transmission of the employee’s furniture and household effects will be reimbursed by the employer. | | | | | | | | | | | | | | | | |
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| <p>32.11 Distant engagement</p> <ul style="list-style-type: none"> (a) When an employee is required to carry out duty at any place other than the transmitting station or the studios, the employee must be reimbursed the cost of a taxi or other reasonable means of conveyance. The provisions of this clause do not apply when the employer provides such travel. (b) Where an employee is normally employed at the studios or at the transmitter and is required to perform temporary duties at a place other than the employee’s normal place of duty, the employee must be paid the actual excess travelling costs involved. (c) Where an employee is normally employed at the studios or at the transmitter and is required to perform temporary duties at a place other than the employee’s normal place of duty, the employee must be paid an allowance equal to the normal rate of pay for all time spent travelling to and from the employee’s normal place of duty from the time of commencing or ceasing their rostered hours. | <p>(e) Distant engagement</p> <ul style="list-style-type: none"> (i) When an employee is required to carry out duty at any place other than the transmitting station or the studios, the employee must be reimbursed the cost of a taxi or other reasonable means of travel. The employee will not be reimbursed when the employer provides the travel. (ii) Where an employee is normally employed at the studios or at the transmitter and is required to perform temporary duties at a place other than the employee’s normal place of duty, the employee must be paid the actual excess travelling costs involved. (iii) Where an employee is normally employed at the studios or at the transmitter and is required to perform temporary duties at a place other than the employee’s normal place of duty, the employee must be paid an allowance equal to the normal rate of pay for all time spent travelling to and from the employee’s normal place of duty from the time of starting or finishing their rostered hours. | | | | | | | | | | | | | | | | |
| <p>32.12 Height allowance</p> <p>Employees engaged on work which the employer reasonably considers is work for which height money should be paid will be paid the following rates per shift:</p> <table border="1" data-bbox="201 1276 1075 1468"> <thead> <tr> <th>Height</th> <th>% of the standard rate</th> </tr> </thead> <tbody> <tr> <td>15 metres to 50 metres</td> <td>0.93</td> </tr> <tr> <td>51 metres to 90 metres</td> <td>1.96</td> </tr> <tr> <td>Over 90 metres</td> <td>3.25</td> </tr> </tbody> </table> | Height | % of the standard rate | 15 metres to 50 metres | 0.93 | 51 metres to 90 metres | 1.96 | Over 90 metres | 3.25 | <p>34.2(i) Height allowance</p> <p>Employees engaged on work which the employer reasonably considers is work for which height money should be paid will be paid the following rates:</p> <table border="1" data-bbox="1299 1276 2060 1468"> <thead> <tr> <th>Height</th> <th>\$ per shift</th> </tr> </thead> <tbody> <tr> <td>15 metres to 50 metres</td> <td>7.28</td> </tr> <tr> <td>51 metres to 90 metres</td> <td>15.35</td> </tr> <tr> <td>Over 90 metres</td> <td>25.46</td> </tr> </tbody> </table> | Height | \$ per shift | 15 metres to 50 metres | 7.28 | 51 metres to 90 metres | 15.35 | Over 90 metres | 25.46 |
| Height | % of the standard rate | | | | | | | | | | | | | | | | |
| 15 metres to 50 metres | 0.93 | | | | | | | | | | | | | | | | |
| 51 metres to 90 metres | 1.96 | | | | | | | | | | | | | | | | |
| Over 90 metres | 3.25 | | | | | | | | | | | | | | | | |
| Height | \$ per shift | | | | | | | | | | | | | | | | |
| 15 metres to 50 metres | 7.28 | | | | | | | | | | | | | | | | |
| 51 metres to 90 metres | 15.35 | | | | | | | | | | | | | | | | |
| Over 90 metres | 25.46 | | | | | | | | | | | | | | | | |

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| <p>32.13 Special risks allowance</p> <p>(a) Where an employee performs any duty which would invalidate the employee's personal insurance policies the employer will reimburse the employee for the cost of taking out additional personal insurance. Provided that the employer has been informed of the risk of invalidation before the employee undertakes these duties.</p> <p>(b) This clause will not apply where the employer indemnifies the employee against any invalidation of the employee's personal policy.</p> <p>(c) If the employer notifies the employee that the employer declines to indemnify the employee and/or their dependants, the employee may decline the assignment.</p> | <p>34.3(f) Special risks allowance</p> <p>(i) Where an employee performs any duty which would invalidate the employee's personal insurance policies the employer will reimburse the employee for the cost of taking out additional personal insurance. Provided that the employer has been informed of the risk of invalidation before the employee undertakes these duties.</p> <p>(ii) Clause 34.3(f) will not apply where the employer indemnifies the employee against any invalidation of the employee's personal policy.</p> <p>(iii) If the employer notifies the employee that the employer declines to indemnify the employee and/or their dependants, the employee may decline the assignment.</p> |
| <p>32.14 Reimbursement against death or disability outside Australia</p> <p>(a) Where an employee is required to perform any duty outside of Australia the employer must reimburse the employee the cost of taking out insurance against injury or death arising from the performance of such duties. Provided that this clause will not apply where the employer provides such insurance.</p> <p>(b) Exposure</p> <p>(i) Where an event occurs that is not covered by the employee's insurance policy in circumstances where the employer has required the insured employee to work outside Australia, the employer will reimburse the employee for the actual cost of any medical examinations, treatment for an injury or related costs as covered by the insurance policy. This clause does not apply where the employer has taken out insurance for the employee the circumstances of which are no less favourable.</p> | <p>(g) Reimbursement for insurance against death or disability outside Australia</p> <p>(i) Where an employee is required to perform any duty outside of Australia the employer must reimburse the employee the cost of taking out insurance against injury or death arising from the performance of these duties. Clause 34.3(g) will not apply where the employer provides such insurance.</p> <p>(ii) Exposure</p> <p>Where an event occurs that is not covered by the employee's insurance policy in circumstances because the employer has required the insured employee to work outside Australia, the employer will reimburse the employee for the actual cost of any medical examinations, treatment for an injury or related costs as covered by the insurance policy. This clause does not apply where the employer has taken out insurance for the employee the circumstances of which are no less favourable.</p> |

(ii) Definitions

For the purpose of this clause the following definitions apply.

injury means bodily injury which:

- is sustained by an employee during the period of employment;
- is caused solely and directly by violent, accidental, external and visible means; and
- is incurred solely and independently of any other cause, except sickness directly resulting from, or medical or surgical treatment rendered necessary by such injury, and which occasions the death or disablement of the employee within 12 calendar months from the date thereof.

disablement means disability which substantially handicaps an employee from obtaining or keeping employment or from undertaking work on their own account provided that any such employment or work is of a kind which apart from the injury would be suited to their experience and qualifications

total disablement means disablement which entirely prevents an employee from attending to their usual duties

partial disablement means disablement which prevents an employee from attending to a substantial part of their usual duties

permanent means lasting 12 calendar months and at the expiry of that period being beyond hope of improvement

medical treatment or related costs means expenses paid by an employee to a duly qualified and registered medical practitioner, physician, surgeon, nurse, hospital and/or ambulance service for medical, surgical, x-ray, hospital or nursing treatment including the cost of medical supplies and ambulance hire but excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth and is caused by injury

(iii) Definitions

For the purpose of clause 34.3(g) the following definitions apply.

injury means bodily injury which:

- is sustained by an employee during the period of employment;
- is caused solely and directly by violent, accidental, external and visible means; and
- is incurred solely and independently of any other cause, except sickness directly resulting from, or medical or surgical treatment rendered necessary by such injury, and which occasions the death or disablement of the employee within 12 calendar months from the date thereof.

disablement means disability which substantially handicaps an employee from obtaining or keeping employment or from undertaking work on their own account provided that any such employment or work is of a kind which apart from the injury would be suited to their experience and qualifications

total disablement means disablement which entirely prevents an employee from attending to their usual duties

partial disablement means disablement which prevents an employee from attending to a substantial part of their usual duties

permanent means lasting 12 calendar months and at the expiry of that period being beyond hope of improvement

medical treatment or related costs means expenses paid by an employee to a duly qualified and registered medical practitioner, physician, surgeon, nurse, hospital and/or ambulance service for medical, surgical, x-ray, hospital or nursing treatment including the cost of medical supplies and ambulance hire but excluding the cost of dental treatment unless such treatment is necessarily incurred to sound and natural teeth and is caused by injury

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| <p>(c) Provided that in the event of an employee becoming entitled to a refund of all or part of such expenses from any other source the employer will only be liable for the excess of the amount recoverable.</p> | <p>(iv) Provided that in the event of an employee becoming entitled to a refund of all or part of such expenses from any other source the employer will only be liable for the excess of the amount recoverable.</p> |
| <p>32.15 Director's loading</p> <p>(a) A Director classified as Supervising Director, Director/Specialist or Senior Director will be paid the Director's loading in accordance with clause 32.15(c). If by written agreement between the employee and employer the loading is not paid, the prescribed minimum wage per week will be paid. In such cases the exemption from the operation of award provisions in clause 32.15(c) will not apply.</p> <p>(b) A Director classified as Director or Trainee Director will not be paid the Director's loading and will not be exempt from the operation of award provisions in clause 32.15(c). If by written agreement between the director and employer the loading is paid the exemption from the operation of award provisions in clause 32.15(c) will apply.</p> <p>(c) Where applicable under clauses 32.15(a) or (b), an employee's wage will include the Director's loading of 25% of the minimum wage per week for their classification. The Director's loading is, where applicable, part of the employee's rate of pay and accordingly is paid for all purposes of the award. The Director's loading exempts the director from the operation of clause 23.7, clause 27, clause 28.2, clause 29 (except for clause 29.6) and clause 30. However, the employee will be given two clear days off work in each week.</p> | <p>34.2(f) Director's loading</p> <p>A Director classified as Supervising Director, Director/Specialist or Senior Director will be paid the Director's loading of 25% of the minimum wage per week for their classification:</p> <p>(i) The Director's loading exempts the director from the operation of:</p> <ul style="list-style-type: none"> • clause 16.7—Annual leave loading; • clause 29—Ordinary hours of work and rostering; • clause 30.2—Meal break penalty; • clause 31—Overtime (except for clause 31.5); and, • clause 32—Shift and weekend penalties. <p>(ii) The Director will be given two clear days off work in each week.</p> <p>(iii) The Director's loading is part of the employee's rate of pay and accordingly is paid for all purposes of the award.</p> <p>(iv) If by written agreement between the employee and employer the loading is not paid, the prescribed minimum wage per week will be paid. In such cases the exemption from the operation of award provisions in clause 34.2(f)(i) will not apply.</p> <p>(v) Director or Trainee Director</p> <p>A Director classified as Director or Trainee Director will not be paid the Director's loading and will not be exempt from the operation of award provisions in clause 34.2(f)(i). If by written agreement between the director and employer the loading is paid, the exemption from the operation of award provisions in clause 34.2(f)(i) will apply.</p> |

32.16 Videotape post-production allowance

- (a) A Technician Audio, Lighting, Master Control or Videotape employee who is capable of and who performs videotape post-production work, which requires:
- (i) the use of complex computer editing equipment which controls vision switching functions and which in addition, may control special effects generators, audio switching equipment and other vision sources; and
 - (ii) the exercise of judgment in the selection of edit points,
- will be paid an allowance of 10% of the rate of pay prescribed by this award for the classification in which the employee is classified under the award.
- (b) This allowance is, where applicable, part of the employee's rate of pay and is paid for all purposes of the award.

32.17 Videotape editing allowance

- (a) A Technician, Audio, Lighting, Master Control or Videotape employee who is capable of and who:
- (i) performs the work of the compilation of program material which requires the use of an external edit controller controlling three or more videotape machines; and/or
 - (ii) who exercises videotape editing techniques and skills accepted by the employer as equivalent to those required in clause 32.17(a) above; or
 - (iii) performs the work of editing of videotape material for news bulletins,
- must be paid an allowance of 4% of the rate of pay prescribed by this award for the classification in which the employee is classified under the award.
- (b) The allowance does not apply where the work only involves dubbing, recording, program compilation or simple editing such as butt editing.
- (c) This allowance is part of the employee's rate of pay and is paid for all purposes of the award.

34.2 (g) Videotape post-production allowance

- (i) A Technician Audio, Lighting, Master Control or Videotape employee who is capable of and who performs videotape post-production work, which requires:
- the use of complex computer editing equipment which controls vision switching functions and which in addition, may control special effects generators, audio switching equipment and other vision sources; and
 - the exercise of judgment in the selection of edit points,
- will be paid an allowance of **10%** of the rate of pay prescribed by this award for the classification in which the employee is classified under the award.
- (ii) This allowance is, where applicable, part of the employee's rate of pay and is paid for all purposes of the award.

(h) Videotape editing allowance

- (i) A Technician, Audio, Lighting, Master Control or Videotape employee who is capable of and who:
- performs the work of the compilation of program material which requires the use of an external edit controller controlling three or more videotape machines; and/or
 - who exercises videotape editing techniques and skills accepted by the employer as equivalent to those required in clause 34.2(h)(i) above; or
 - performs the work of editing of videotape material for news bulletins,
 - must be paid an allowance of **4%** of the rate of pay prescribed by this award for the classification in which the employee is classified under the award.
- (ii) The allowance does not apply where the work only involves dubbing, recording, program compilation or simple editing such as butt editing.
- (iii) This allowance is part of the employee's rate of pay and is paid for all purposes of the award.

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| <p>Part 7—Radio Broadcasting</p> <p>33. Hours of work—Announcers and Broadcaster/Journalists</p> <p>33.1 The ordinary hours of work of a full-time employee are an average of 38 hours per week.</p> <p>33.2 By agreement between the employer and the employee ordinary hours are to be worked in one of the following ways:</p> <ul style="list-style-type: none"> (a) five days of seven hours and 36 minutes per day; (b) four days of eight hours and one day of six hours; (c) four days of seven hours thirty minutes and one day of eight hours; or (d) any combination of the above. | <p>Part 8—Radio Broadcasting</p> <p>35. Hours of work—Announcers and Broadcaster/Journalists</p> <p>35.1 The ordinary hours of work of a full-time announcer, broadcaster or journalist employee are an average of 38 hours per week.</p> <p>35.2 By agreement between the employer and the employee ordinary hours are to be worked in one of the following ways:</p> <ul style="list-style-type: none"> (a) five days of seven hours and 36 minutes per day; (b) four days of eight hours and one day of six hours; (c) four days of seven hours and 30 minutes and one day of eight hours; or (d) any combination of the above. |
| <p>33.3 Hours on air</p> <ul style="list-style-type: none"> (a) Except in an emergency or on a public holiday the maximum number of consecutive ordinary hours on air in all daylight shifts, Monday to Friday, must not exceed four. (b) Provided that on-air hours may be increased to a maximum of five consecutive hours by agreement between the parties. (c) Except in an emergency the maximum number of consecutive ordinary hours on air at all other times must not exceed six without a meal break. | <p>35.3 Hours on air</p> <ul style="list-style-type: none"> (a) Except in an emergency or on a public holiday the maximum number of consecutive ordinary hours on air in all daylight shifts, Monday to Friday, must not exceed four. (b) Provided that on-air hours may be increased to a maximum of five consecutive hours by agreement between the parties. (c) Except in an emergency the maximum number of consecutive ordinary hours on air must not exceed six hours without a meal break. |
| <p>33.4 Other duties counted as time worked</p> <ul style="list-style-type: none"> (a) A minimum of 15 minutes, taken by the employee away from the microphone prior to going on air in order to study programs, scripts and copy will be counted as time worked. The employer may require that the period of 15 minutes be increased and any such increased period will be counted as time worked. | <p>35.4 Other duties counted as time worked</p> <ul style="list-style-type: none"> (a) A minimum of 15 minutes, taken by the employee away from the microphone prior to going on air in order to study programs, scripts and copy will be counted as time worked. The employer may require that the period of 15 minutes be increased and any such increased period will be counted as time worked. |

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| <p>(b) Time spent by an employee at a staff or partial staff meeting of the employer's staff at the request or invitation of the employer must be paid for at ordinary rates of pay.</p> <p>(c) Time spent in servicing of a client advertiser of the employer by an employee at the direction of the employer must be paid for at ordinary rates of pay. Any travelling time incurred by an employee in carrying out such servicing must be paid for at ordinary rates of pay.</p> <p>(d) Should an employee be directed to travel away from the usual studios to broadcast, or record or perform any other duties, the time involved in travelling to and from such location will be counted as time worked, provided the maximum travelling time to be paid for will be eight hours on any one day.</p> | <p>(b) Time spent by an employee at a staff or partial staff meeting of the employer's staff at the request or invitation of the employer must be paid for at ordinary rates of pay.</p> <p>(c) Time spent in servicing of a client advertiser by an employee at the direction of the employer must be paid for at ordinary rates of pay. Any travelling time incurred by an employee in carrying out such servicing must be paid for at ordinary rates of pay.</p> <p>(d) Should an employee be directed to travel away from the usual studios to broadcast, or record or perform any other duties, the time involved in travelling to and from such location will be counted as time worked. The maximum travelling time to be paid for will be eight hours on any one day.</p> |
| <p>34. Hours of work—Technical staff</p> <p>34.1 The hours of work of a full-time employee must not exceed 38 hours per week, to be worked wherever reasonably possible in shifts of eight hours per day, and in any event not exceeding nine hours per day (inclusive of meal breaks).</p> <p>34.2 The arrangement for working the 38 hours per week is to be agreed between the employer and the employee from the alternatives in clause 33.2.</p> <p>34.3 The agreed hours of work arrangement must meet the following conditions.</p> <p>(a) A minimum of seven hours 36 minutes and a maximum of nine hours may be worked in any one day.</p> <p>(b) An employee must be given a minimum break of 10 hours between the finish of ordinary hours of work on the one day and the commencement of ordinary hours of work on the next day.</p> | <p>36. Hours of work—Technical staff</p> <p>36.1 The hours of work of a full-time technical staff employee must not exceed 38 hours per week, to be worked wherever reasonably possible in shifts of eight hours per day, or up to a maximum of nine hours per day (inclusive of meal breaks).</p> <p>36.2 The arrangement for working the 38 hours per week is to be agreed between the employer and the employee from the alternatives in clause 35.2.</p> <p>36.3 The agreed hours of work arrangement must meet the following conditions.</p> <p>(a) A minimum of seven hours 36 minutes and a maximum of nine hours may be worked in any one day.</p> <p>(b) An employee must be given a minimum break of 10 hours between the finish of ordinary hours of work on the one day and starting ordinary hours of work on the next day.</p> |

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| <p>35. Rosters—Announcers and Broadcaster/Journalists</p> <p>35.1 A roster for employees other than casuals showing normal starting and finishing times and the name of each employee must be prepared by the employer and must be displayed in a conspicuous place accessible to the employees concerned.</p> <p>35.2 The roster must contain details of the days and hours of work of each employee during the 14 days shown on the roster and will be issued not later than seven days prior to the commencement date of such roster.</p> <p>35.3 The roster must provide that each employee has four days off in each fortnight, unless paid at overtime rates as provided for in clause 39—Overtime—Announcers of this award. Such roster must provide that not less than two of the said four days off are consecutive days in each fortnight.</p> <p>35.4 An employee must not be so rostered or required to work so that the end of one day's work and the beginning of the next day's work occur on the same calendar day. Provided that this provision will not apply to an employee who is working the midnight to dawn shift or to an employee rostered to work one unbroken stretch to 1.00 am and who commences their work on the same day after a break of not less than 10 hours.</p> <p>35.5 The roster may not be altered at less than seven days notice of such alteration except in an actual emergency or with the agreement of the employer and employee.</p> | <p>37. Rosters—Announcers and Broadcaster/Journalists</p> <p>37.1 A roster for announcer, broadcaster or journalist employees other than casuals showing normal starting and finishing times and the name of each employee must be prepared by the employer and must be displayed in a place that is visible and accessible to the employees concerned.</p> <p>37.2 The roster must contain details of the days and hours of work of each employee during the 14 days shown on the roster and will be issued not later than seven days prior to the commencement date of such roster.</p> <p>37.3 The roster must provide that each employee has four days off in each fortnight, unless paid at overtime rates as provided for in clause 42—Overtime—Announcers and Broadcaster/Journalists. The roster must provide that in each fortnight at least two of these days off are consecutive.</p> <p>37.4 An employee must not be rostered or required to work so that the end of one day's work and the beginning of the next day's work occur on the same calendar day; except where an employee is working the midnight to dawn shift or is rostered to work one unbroken stretch to 1.00 am and who starts their work on the same day after a break of at least 10 hours.</p> <p>37.5 The roster may not be altered with less than seven days' notice except in an emergency or with the agreement of the employer and employee. Alteration of rosters must be in accordance with clause 22.</p> |
| <p>36. Rosters—Technical staff</p> <p>36.1 A roster for employees showing normal starting and finishing times and the name of each employee must be prepared by the employer and must be displayed in a conspicuous place accessible to the employees concerned seven days before the roster comes into operation.</p> <p>36.2 The roster will be alterable by mutual consent at any time. The employer may amend the roster on seven days' notice. Where a roster is altered without the required seven days' notice the employee whose roster has been changed will be paid at overtime rates specified in clause 40—Overtime—Technical staff until the seven days' notice has elapsed.</p> <p>36.3 All rosters will be such as to allow at least two clear days off in each roster week. For the purposes of this clause day means midnight to midnight.</p> | <p>38. Rosters—Technical staff</p> <p>38.1 A roster for technical staff employees showing normal starting and finishing times and the name of each employee must be prepared by the employer and must be displayed in a conspicuous place accessible to the employees concerned seven days before the roster comes into operation.</p> <p>38.2 The roster will be alterable by mutual consent at any time. Alteration of rosters must be in accordance with clause 22.</p> <p>38.3 The employer may amend the roster on seven days' notice. Where a roster is altered without the required seven days' notice the employee whose roster has been changed will be paid at overtime rates specified in clause 43—Overtime—Technical staff until the seven days' notice has elapsed.</p> <p>38.4 All rosters will allow at least two clear days off in each roster week. For</p> |

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| <p>36.4 When the spread of rostered hours, inclusive of meal breaks, exceeds nine hours on any day the employee so rostered must be paid at time and a half of their ordinary rate of pay for the first two hours and double time after that.</p> <p>36.5 For the purposes of this clause each day will stand alone.</p> | <p>the purposes of this clause day means midnight to midnight.</p> <p>38.5 When the spread of rostered hours, inclusive of meal breaks, exceeds nine hours on any day the employee so rostered must be paid at 150% of the minimum hourly rate of pay for the first two hours and 200% of the minimum hourly rate after that.</p> <p>38.6 For the purposes of clause 38 each day will stand alone.</p> |
| <p>37. Breaks—Announcers and Broadcaster/Journalists</p> <p>37.1 Meal breaks</p> <p>An employee must be allowed a meal break of not less than 45 minutes and not exceeding one hour at a time which is not longer than six hours from the time of the commencement of the employee’s duties on that day. Provided that where there is agreement between the employer and employee the meal break may be reduced to 30 minutes.</p> <p>37.2 Ten hour break between shifts</p> <p>If starting work at the employee’s next rostered starting time would mean that the employee did not receive a full 10 hour break then either:</p> <p>(a) the employee may, without loss of pay, start work at such later time as is necessary to ensure that they receive a break of at least 10 hours; or</p> <p>(b) the employer must pay the employee at the rate of double time for all work performed until the employee has received a break of at least 10 hours.</p> | <p>39. Meal breaks—Announcers and Broadcaster/Journalists</p> <p>An employee must be allowed a meal break of between 45 and 60 minutes. The meal break must be taken before the employee has completed six hours from the time when the employee’s duties begin for that day. Where there is agreement between the employer and employee the meal break may be reduced to 30 minutes.</p> <p><i>Clause 37.2 moved to clause 41.</i></p> <p>41.1 If starting work at the employee’s next rostered starting time would mean that the employee did not receive a full 10 hour break then either:</p> <p>(a) the employee may, without loss of pay, start work at such later time as is necessary to ensure that they receive a break of at least 10 hours; or</p> <p>(b) the employer must pay the employee at the rate of 200% of the minimum hourly rate for all work performed until the employee has received a break of at least 10 hours.</p> |
| <p>38. Breaks—Technical staff</p> <p>38.1 Meal break during shift</p> <p>(a) An employee will be allowed a meal break during or at the end of each five hours of work. Such meal break is unpaid and is to be not less than 30 minutes or more than one hour.</p> <p>(b) If the meal break is not allowed as in clause 38.1(a), the normal time of the meal break will be paid for at time and a half of the employees ordinary rate of pay for week days, double time for Saturdays and Sundays and double time and a half for public holidays, providing that the employee will be permitted to have the meal break without deduction from their ordinary rate of pay as soon as possible after the prescribed meal break.</p> | <p>40. Meal Breaks—Technical staff</p> <p>40.1 An employee will be allowed a meal break during or at the end of each five hours of work. The meal break is unpaid and is to be between 30 and 60 minutes.</p> <p>40.2 If the meal break is not allowed as in clause 40.1, the normal time of the meal break will be paid for 150% of the minimum hourly rate for week days, 200% of the minimum hourly rate for Saturdays and Sundays and 250% of the minimum hourly rate for public holidays. The employee will be permitted to have the meal break without deduction from their ordinary rate of pay as soon as possible after the prescribed meal break.</p> |

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| <p>(c) By agreement between any employer and employees other arrangements about meal breaks may be made.</p> <p>(d) Where it is necessary for an employee to remain on call during their meal break that break will be paid as time worked.</p> <p>(e) Where an employee is required to perform work when on call during their meal break Monday to Friday inclusive, such employee will be paid at time and a half of their ordinary rates for time so worked, Saturday or Sunday will be paid at double time and on public holidays the rate of double time and a half.</p> | <p>40.3 By agreement between any employer and employees other arrangements about meal breaks may be made.</p> <p>40.4 Where it is necessary for an employee to remain on call during their meal break that break will be paid as time worked.</p> <p>40.5 Where an employee is required to perform work when on call during their meal break Monday to Friday inclusive, the employee will be paid at 150% of the minimum hourly rate for time worked, Saturday or Sunday will be paid at 200% of the minimum hourly rate and on public holidays the rate of 250% of the minimum hourly rate.</p> |
| <p>39. Overtime—Announcers and Broadcaster/Journalists</p> <p>39.1 All time worked in excess of the rostered daily hours by full-time, part-time and casual announcers and broadcaster/journalists is overtime and is to be paid at the rate of time and a half for the first two hours and double time after that.</p> <p>39.2 All time worked in excess of seven hours by an announcer and broadcaster/journalist on a midnight to dawn shift is overtime and is to be paid at the rate of time and a half for the first two hours on any one day and at double time after that on that day.</p> <p>39.3 Overtime worked on any day stands alone.</p> <p>39.4 Work in excess of 10 days</p> <p>An announcer and broadcaster/journalist required to work on more than 10 days in any two week period is to be paid at the rate of double time for each day in excess of 10.</p> <p>39.5 On-air hours</p> <p>All time worked by an announcer and broadcaster/journalist on air in excess of the consecutive hours specified in clause 33—Hours of work—Announcers is overtime and must be paid for at the rate of time and a half with a minimum payment of one hour.</p> | <p>42. Overtime—Announcers and Broadcaster/Journalists</p> <p>42.1 All time worked in excess of the rostered daily hours by full-time, part-time and casual announcers and broadcaster/journalists is overtime and is to be paid at 150% of the minimum hourly rate for the first two hours and 200% of the minimum hourly rate after that.</p> <p>42.2 All time worked in excess of seven hours by an announcer and broadcaster/journalist on a midnight to dawn shift is overtime and is to be paid at 150% of the minimum hourly rate for the first two hours on any one day and at 200% of the minimum hourly rate after two hours on that day.</p> <p>42.3 Overtime worked on any day stands alone.</p> <p>42.4 Work in excess of 10 days</p> <p>An announcer and broadcaster/journalist required to work on more than 10 days in any two week period is to be paid at 200% of the minimum rate for each day in excess of 10.</p> <p>42.5 On-air hours</p> <p>All time worked by an announcer and broadcaster/journalist on air in excess of the consecutive hours specified in clause 35—Hours of work—Announcers and Broadcaster/Journalists is overtime and must be paid for at 150% of the minimum hourly rate with a minimum payment of one hour.</p> |

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| <p>39.6 Work on rostered day off</p> <p>(a) An announcer and broadcaster/journalist other than a casual required to work on their rostered day off at less than seven days' notice will be paid at the rate of double time for that day's work.</p> <p>(b) If an employee is required by the employer to attend a staff or partial staff meeting of the employer's staff on the employee's day off, and where such employee agrees to attend, the employee will be paid at the rate of double time with a minimum payment of two hours.</p> | <p>42.6 Work on rostered day off</p> <p>(a) An announcer and broadcaster/journalist other than a casual required to work on their rostered day off at less than seven days' notice will be paid at 200% of the minimum rate for that day's work.</p> <p>(b) If an employee is required by the employer to attend a staff or partial staff meeting of the employer's staff on the employee's day off, and where such employee agrees to attend, the employee will be paid at the rate of 200% of the minimum hourly rate with a minimum payment of two hours.</p> |
| <p>40. Overtime—Technical staff</p> <p>40.1 Technical staff are to be paid for overtime at the following rates:</p> <p>(a) Monday to Friday—time and a half for the first two hours and double time after that.</p> <p>(b) Saturday—time and three quarters for the first two hours overtime and double time after that.</p> <p>(c) Sunday—double time.</p> <p>(d) Public holidays—double time and a half.</p> <p>40.2 In the computation of overtime each day's work will stand alone, provided that where the overtime commences on one day and continues after midnight without interruption other than for meal breaks the overtime will be paid as having been worked on a continuous basis.</p> <p>40.3 A meal break of at least 45 minutes will be allowed wherever practicable before commencing overtime unless the period of overtime is less than one and a half hours. An employer and employee may mutually agree to any variation of this provision to meet the circumstances of the work in hand.</p> | <p>43. Overtime—Technical staff</p> <p>43.1 Technical staff are to be paid for overtime at the following rates:</p> <p>(a) Monday to Friday—150% of the minimum hourly rate for the first two hours and 200% of the minimum hourly rate after that.</p> <p>(b) Saturday—175% of the minimum hourly rate for the first two hours overtime and 200% of the minimum hourly rate after that.</p> <p>(c) Sunday—200% of the minimum hourly rate.</p> <p>(d) Public holidays—250% of the minimum hourly rate.</p> <p>43.2 In calculating overtime each day's work will stand alone. Where the overtime commences on one day and continues after midnight without interruption other than for meal breaks the overtime will be paid as having been worked on a continuous basis.</p> <p>43.3 A meal break of at least 45 minutes will be allowed wherever practicable before commencing overtime unless the period of overtime is less than one and a half hours. An employer and employee may mutually agree to any variation of this provision to meet the circumstances of the work in hand.</p> |

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| <p>40.4 Time off instead of payment for overtime</p> <p>(a) Despite the provisions of clause 40.1 an employee may choose, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer. This agreement must be in writing. The employee must take the time off within four weeks of working the overtime.</p> <p>(b) If an employee takes time off instead of payment for overtime then the amount of time off is to be equivalent to the pay the employee would have otherwise received for working the overtime.</p> <p>(c) If requested by the employee an employer must within one week of receiving a request pay the employee for any overtime worked. The employee must be paid at overtime rates.</p> | <p>43.4 Time off instead of payment for overtime</p> <p>(a) Despite the provisions of clause 43.1 an employee may choose, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer. This agreement must be in writing. The employee must take the time off within four weeks of working the overtime.</p> <p>(b) If an employee takes time off instead of payment for overtime then the amount of time off is to be equivalent to the pay the employee would have otherwise received for working the overtime.</p> <p>(c) If requested by the employee an employer must within one week of receiving a request pay the employee for any overtime worked. The employee must be paid at overtime rates.</p> |
| <p>41. Penalty rates—Announcers and Broadcaster/Journalists</p> <p>41.1 Sundays</p> <p>An announcer and broadcaster/journalist required to work on Sunday must be paid at the rate of double time, with a minimum payment for six hours, provided that if Sunday work is continuous with work which commenced on the previous day and ends not later than 2.00 am on the Sunday, payment at double time will be only for the time worked after midnight.</p> | <p>44. Penalty rates—Announcers and Broadcaster/Journalists</p> <p>44.1 Sundays</p> <p>An announcer and broadcaster/journalist required to work on Sunday must be paid at 200% of the minimum hourly rate, with a minimum payment for six hours. If Sunday work is continuous with work which commenced on the previous day and ends not later than 2.00 am on the Sunday, payment at 200% of the minimum hourly rate will only be for the time worked after midnight.</p> |
| <p>41.2 Public holidays</p> <p>An announcer and broadcaster/journalist required to work on a public holiday must be paid at the rate of double time and a half, with a minimum payment for six hours, provided that if that work is continuous with work which commenced on the previous day and ends not later than 2.00 am on the public holiday, payment at double time and a half will be only for the time worked after midnight.</p> | <p>44.2 Public holidays</p> <p>An announcer and broadcaster/journalist required to work on a public holiday must be paid 250% of the minimum hourly rate, with a minimum payment for six hours. If the public holiday work is continuous with work which commenced on the previous day and ends not later than 2.00 am on the public holiday, payment at 250% of the minimum hourly rate will only be for the time worked after midnight.</p> |

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| <p>41.3 Penalty rates not cumulative</p> <p>Extra rates prescribed in this clause are not cumulative so as to exceed a maximum of triple time.</p> | <p>44.3 Penalty rates not cumulative</p> <p>Extra rates prescribed in this clause are not cumulative so as to exceed a maximum of triple time.</p> |
| <p>41.4 Shift penalties</p> <p>(a) An announcer and broadcaster/journalist required to work between 10.00 pm and 9.00 am (other than on a midnight to dawn shift) must be paid an allowance of 15% of the relevant minimum wage calculated hourly, with a minimum payment of one hour.</p> <p>(b) An announcer and broadcaster/journalist required to work on a midnight to dawn shift must be paid an allowance of 15% of the relevant minimum hourly wage for the entire shift worked.</p> <p>(c) The allowances prescribed by this clause are not cumulative upon any other entitlement under any other clause in this award.</p> | <p>44.4 Shift penalties</p> <p>(a) An announcer and broadcaster/journalist required to work between 10.00 pm and 9.00 am (other than on a midnight to dawn shift) must be paid 115% of the minimum hourly rate with a minimum payment of one hour.</p> <p>(b) An announcer and broadcaster/journalist required to work on a midnight to dawn shift must be paid 115% of the minimum hourly rate for the entire shift worked.</p> <p>(c) The shift penalties prescribed by this clause are not cumulative upon any other entitlement under any other clause in this award.</p> |
| <p>42. Penalty rates—Technical staff</p> <p>42.1 Weekend penalty rates</p> <p>(a) Saturdays</p> <p>All ordinary time worked by a technical employee between midnight on Friday and midnight on Saturday will be paid for at the rate of time and three quarters.</p> | <p>45. Penalty rates—Technical staff</p> <p>45.1 Weekend penalty rates</p> <p>(a) Saturdays</p> <p>All ordinary time worked by a technical employee between midnight on Friday and midnight on Saturday will be paid for at 175% of the minimum hourly rate.</p> |

(b) Sundays

All ordinary time worked by a technical employee between midnight on Saturday and midnight on Sunday will be paid for at the rate of double time, with a minimum payment of four hours' work.

(c) Public holidays

All rostered ordinary time worked by a technical employee on a public holiday will be paid at the rate of double time and a half with a minimum payment of four hours' work in addition to the shift penalties in clause 42.1(d) when applicable.

(d) Shift penalties

(i) A technical employee who works on a shift, any part of which falls between the hours of 6:00 pm and 7:00 am, will be paid an allowance of 15% of the relevant minimum hourly wage for the entire shift worked.

(ii) A technical employee required to work ordinary hours continuously for a period exceeding four weeks on a shift falling wholly within the hours of 6:00 pm and 7:00 am must be paid an allowance of 30% of the relevant minimum hourly wage for each entire shift worked.

(iii) The additional payments prescribed in this clause are not to be taken into account in the computation of overtime or to be paid with respect to any shift for which any other form of penalty payment is made under this award, except where the employee is required to work on public holidays or a rostered day off.

(iv) The period for which the additional payment prescribed by this clause will be calculated is to the nearest quarter of an hour in each weekly period.

42.2 Penalty rates not cumulative

Extra rates prescribed in this clause are not cumulative so as to exceed a maximum of triple time.

(b) Sundays

All ordinary time worked by a technical employee between midnight on Saturday and midnight on Sunday will be paid for at **200%** of the minimum hourly rate, with a minimum payment of four hours' work.

(c) Public holidays

All rostered ordinary time worked by a technical employee on a public holiday will be paid at **250%** of the minimum hourly rate with a minimum payment of four hours' work in addition to the shift penalties in clause 45.2 when applicable.

45.2 Shift penalties

(a) A technical employee who works on a shift, any part of which falls between 6.00 pm and 7.00 am, will be paid an additional allowance of **15%** of the relevant minimum hourly wage for the entire shift worked.

(b) A technical employee required to work ordinary hours continuously for a period exceeding four weeks on a shift falling wholly within the hours of 6.00 pm and 7.00 am must be paid an additional allowance of **30%** of the relevant minimum hourly wage for each entire shift worked.

(c) The additional payments prescribed in this clause are not to be taken into account in the calculation of overtime payment or to be paid with respect to any shift for which any other form of penalty payment is made under this award, except where the employee is required to work on public holidays or a rostered day off.

(d) The period for which the additional payment prescribed by this clause will be calculated is to the nearest quarter of an hour in each weekly period.

45.3 Penalty rates not cumulative

Extra rates prescribed in clause 45 are not cumulative so as to exceed a maximum of **300%** of the minimum hourly rate.

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| <p>43. Allowances</p> <p><i>Proposed new subclause</i></p> | <p>46. Allowances</p> <p>46.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule I for a summary of monetary allowances and method of adjustment.</p> |
| <p>43.1 Meal allowance</p> <p>(a) Announcers and Broadcaster/Journalists</p> <p>(i) If work requires the employee to take more than one meal a day away from home, the employer will pay to such employee a minimum allowance of \$22.59 for the second meal and \$22.59 for each subsequent meal until the employee ceases work unless such meal or meals are otherwise paid for by the employer.</p> <p>(ii) For the purpose of this clause meal means breakfast, lunch or dinner.</p> <p>(b) Technical staff</p> <p>(i) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be so required to work will be paid a meal allowance of \$15.10.</p> <p>(ii) Such meal allowance must also apply to all meal periods during an employee’s duty on outside broadcasts.</p> | <p>46.3 Expense-related allowances</p> <p>(a) Meal allowance</p> <p>(i) Announcers and Broadcaster/Journalists</p> <ul style="list-style-type: none"> • If work requires the employee to take more than one meal a day away from home, the employer will pay to the employee a minimum allowance of \$22.59 for the second meal and \$22.59 for each subsequent meal until the employee ceases work unless the meal or meals are otherwise paid for by the employer. • For the purpose of clause 46.3(a) meal means breakfast, lunch or dinner. <p>(ii) Technical staff</p> <ul style="list-style-type: none"> • An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be required to work will be paid a meal allowance of \$15.10. • The meal allowance must also apply to all meal periods during an employee’s duty on outside broadcasts. |
| <p>43.2 Extra duties</p> <p>An announcer and broadcaster/journalist who is permanently required by the employer to be responsible for one or more of the following duties in addition to performing the duties of an announcer and broadcaster/journalist must be paid an allowance of 15% of the relevant minimum wage:</p> <p>(a) the rostering of announcers’ and broadcaster/journalists’ duties;</p> | <p>46.2 Wage-related allowances</p> <p>(a) Extra duties</p> <p>An announcer and broadcaster/journalist who is permanently required by the employer to be responsible for one or more of the following duties in addition to performing the duties of an announcer and broadcaster/journalist must be paid an allowance of 15% of the relevant minimum wage:</p> |

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| <p>(b) studio bookings;</p> <p>(c) the training of trainees; or</p> <p>(d) the supervision of the studio staff.</p> | <p>(i) the rostering of announcers' and broadcaster/journalists' duties;</p> <p>(ii) studio bookings;</p> <p>(iii) the training of trainees; or</p> <p>(iv) the supervision of the studio staff.</p> |
| <p>43.3 Transfer allowance</p> <p>(a) Temporary transfer</p> <p>(i) Where an employee is temporarily transferred for the purpose of providing relief or otherwise the employer will provide reimbursement of all reasonable travelling expenses.</p> <p>(ii) Provided that this will not occur if the employer provides first class accommodation or equivalent allowance and first class rail or economy class air fares.</p> <p>(b) Permanent transfer</p> <p>(i) Where an employee is transferred permanently from one station to another and has to change residence, the provisions of clause 43.3 are to be extended to the employee's spouse or de facto partner and family.</p> <p>(ii) In addition the cost of removal and transmission of the employee's furniture and household effects is to be paid by the employer.</p> | <p>46.3(b) Transfer allowance</p> <p>(i) Temporary transfer</p> <p>Where an employee is temporarily transferred for the purpose of providing relief or otherwise the employer will provide:</p> <ul style="list-style-type: none"> • reimbursement of all reasonable travelling expenses, or • first class accommodation or equivalent allowance and first class rail or economy class air fares. <p>(ii) Permanent transfer</p> <ul style="list-style-type: none"> • Where an employee is transferred permanently from one station to another and has to change residence, the provisions of clause 46.3(b) are to be extended to the employee's spouse or de facto partner and family. • In addition the cost of removal and transmission of the employee's furniture and household effects is to be paid by the employer. |
| <p>43.4 Excess travelling time allowance</p> <p>Where an employee is normally employed at the studios or at the transmitter and is required to perform temporary duties at a place not being their normal place of duty, the employee will be paid an allowance equal to the normal rate of pay for all excess time spent travelling to and from their normal place of duty from the time of commencing or ceasing their rostered hours.</p> | <p>46.2 (b) Excess travelling time allowance</p> <p>Where an employee is normally employed at the studios or at the transmitter and is required to perform temporary duties at a place not being their normal place of duty, the employee will be paid an allowance equal to the normal rate of pay for all excess time spent travelling to and from their normal place of duty from the time of starting or finishing their rostered hours.</p> |

43.5 Stand-by allowance

Where an employer requires an employee to stand by at home (or other mutually agreed place) on an out of hours stand-by roster, the following conditions will apply:

- (a) All such stand-by duty will be rostered specifying the commencing and finishing times of such duty.
- (b) Stand-by duty will be paid for at the rate of 20% of the relevant minimum wage calculated hourly.
- (c) Where an employee on stand-by duty is called back to perform duty, stand-by payment will cease when they leave home and the employee will then be entitled to be paid at the rates in clause 40—Overtime—Technical staff from the time of leaving home until return, or to a place further mutually arranged, with a minimum payment as for two hours worked.
- (d) Stand-by payment where an employee has returned from a call-back duty will not recommence until the expiration of the period for which payment is received in clause 43.5(c).
- (e) Where an employee has returned from a call-back to duty and such period of duty was less than two hours, they are to recommence stand-by duty without payment until the expiration of two hours, after which stand-by payment at the appropriate rate will recommence and continue until the end of the rostered stand-by duty. Alternatively, if the employee is called back to work a second time during the period of two hours, no additional payment will be made until after the expiration of the two hours, when overtime as provided in clause 43.5(c) above will resume without any further minimum payment.

(c) Stand-by allowance

Where an employer requires an employee to stand by at home (or other mutually agreed place) on an out of hours stand-by roster, the following conditions will apply:

- (i) All stand-by duty will be rostered specifying the starting and finishing times of such duty.
- (ii) Stand-by duty will be paid for at the rate of **20%** of the relevant minimum wage calculated hourly.
- (iii) Where an employee on stand-by duty is called back to perform duty, stand-by payment will stop when they leave home and the employee will then be entitled to be paid at the rates in clause 43—Overtime—Technical staff from the time of leaving home until return, or to a place further mutually arranged, with a minimum payment as for two hours' worked.
- (iv) Stand-by payment where an employee has returned from a call-back duty will not recommence until the expiration of the period for which payment is received in clause 46.2(c)(iii).
- (v) Where an employee has returned from a call-back to duty and the period of duty was less than two hours, they are to recommence stand-by duty without payment until the expiration of two hours, after which stand-by payment at the appropriate rate will recommence and continue until the end of the rostered stand-by duty. Alternatively, if the employee is called back to work a second time during the period of two hours, no additional payment will be made until after the expiration of the two hours, when overtime provided in clause 46.2(c)(iii) will resume without any further minimum payment.

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| <p>43.6 Call-back payment</p> <p>In cases where an employee having completed their rostered duties and having departed from the employer's premises, and not being rostered for stand-by duty, is recalled for duty, they will be paid overtime at the rates in clause 40.1 (Technical Staff) and clause 39.1 (Announcers), from the time of leaving the place from which they are recalled, until their return, or to their home, whichever they may first proceed to, with a minimum payment of four hours' work.</p> | <p>(d) Call back payment</p> <p>An employee who is not rostered on stand-by duty and is recalled for duty after having left the employer's premises will be paid overtime at the rates in clause 42.1 (Announcers and broadcasters/journalists) and clause 43.1 (Technical staff). Payment will start from the time of leaving the place from which they are recalled, until their return to this place or to their home, whichever they return to first. The employee will receive a minimum payment of four hours' work.</p> |
| <p>Part 8—Journalists</p> <p>44. Annualised salary</p> <p>44.1 By agreement with the employer, an employee classified as a Journalist Grade 5 or above may be paid a total salary package instead of ordinary pay, overtime, shift penalties, annual leave loading and distant engagement provisions.</p> <p>44.2 Such agreement must be in writing and state which payments are displaced by the salary package and by what amount.</p> <p>44.3 Prior to entering into such agreement, the employee must be advised of what payments they would be entitled to for the prospective year based, as far as possible, on the pattern of hours that they will be expected to work.</p> <p>44.4 If the employee's pattern of ordinary hours of work changes during the period of the agreement or is found to be wrongly calculated or extraordinary events have intervened they will be entitled to terminate the agreement and revert to the conditions contained in this award.</p> <p>44.5 The salary agreement will last for a period of 12 months, upon which either party may terminate and revert to the conditions contained in this award or continue the agreement until terminated by either side by providing eight weeks' notice.</p> | <p>Part 9—Journalists</p> <p>47. Annualised salary</p> <p>47.1 By agreement with the employer, an employee classified as a Journalist Grade 5 or above may be paid a total salary package instead of ordinary pay, overtime, shift penalties, annual leave loading and distant engagement provisions.</p> <p>47.2 The agreement must be in writing and state which payments are displaced by the salary package and by what amount.</p> <p>47.3 Prior to entering into an agreement, the employee must be advised of what payments they would be entitled to for the prospective year based, as far as possible, on the pattern of hours that they will be expected to work.</p> <p>47.4 If the employee's pattern of ordinary hours of work changes during the period of the agreement or is found to be wrongly calculated or extraordinary events have intervened they will be entitled to terminate the agreement and revert to the conditions contained in this award.</p> <p>47.5 The salary agreement will last for a period of 12 months, upon which either party may terminate and revert to the conditions contained in this award or continue the agreement until terminated by either side by providing eight weeks' notice.</p> |

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| <p>45. Hours of work</p> <p>45.1 The ordinary hours of work are an average of 38 hours per week to be worked on one of the following bases by agreement between the employer and the majority of the employees in a section or unit:</p> <ul style="list-style-type: none"> (a) five days per week; (b) nineteen days in a 20 day work cycle comprised of three weeks of 40 hours and one week of 32 hours; (c) nine days in a 10 day work cycle comprised of one week of 42 hours and one week of 34 hours; or (d) four days in a five day work cycle. <p>Provided that in the fortnight in which Christmas Day and Good Friday occur, the ordinary hours will be reduced by eight.</p> <p>45.2 The ordinary hours specified in clause 45.1 must be worked so that each employee has at least two days off duty each week except in the fortnights in which Christmas Day and Good Friday occur, when there must be at least five days off duty.</p> <p>45.3 The employees in a section or a unit may agree with their employer to accrue up to a maximum of three days off.</p> <ul style="list-style-type: none"> (a) Where an employee is given a day(s) off duty, such day or days will commence from the time the employee actually ceased duty. (b) An employee who is not given any of the day or days off duty referred to in clause 45.2 by any of the methods provided for in this clause will be paid for such days in accordance with clause 52.3(e). | <p>48. Hours of work</p> <p>48.1 The ordinary hours of work for a journalist are an average of 38 hours per week to be worked on one of the following bases by agreement between the employer and the majority of the employees in a section or unit:</p> <ul style="list-style-type: none"> (a) five days per week; (b) nineteen days in a 20 day work cycle comprised of three weeks of 40 hours and one week of 32 hours; (c) nine days in a 10 day work cycle comprised of one week of 42 hours and one week of 34 hours; or (d) four days in a five day work cycle. <p>48.2 In the fortnight in which Christmas Day and Good Friday occur, the ordinary hours will be reduced by eight.</p> <p>48.3 The ordinary hours specified in clause 48.1 must be worked so that each employee has at least two days off duty each week except in the fortnights in which Christmas Day and Good Friday occur, when there must be at least five days off duty.</p> <p>48.4 Rostered days off</p> <p>The employees in a section or a unit may agree with their employer to accrue up to a maximum of three days off.</p> <ul style="list-style-type: none"> (a) Where an employee is given a day(s) off duty, this day or days will begin from the time the employee actually finishes duty. (b) An employee who is not given any of the day or days off duty referred to in clause 48.3 by any of the methods provided for in this clause will be paid for such days in accordance with clause 55.1(b)(v). |
| <p>46. Rostering</p> <p>46.1 The starting and finishing times of the ordinary daily hours of work will be rostered seven days in advance on a section by section basis unless the employer and a majority of employees in that section agree that a roster is not feasible. Any such agreement must contain provisions for the means of determining overtime and will be in writing.</p> | <p>49. Rostering</p> <p>49.1 The starting and finishing times of the ordinary daily hours of work will be rostered seven days in advance on a section by section basis unless the employer and a majority of employees in that section agree that a roster is not feasible. Any such agreement must contain provisions for the means of determining overtime and will be in writing.</p> |

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| <p>46.2 Due to unforeseen circumstances, rostered ordinary hours for a employee may be changed by the employer up to the conclusion of the previous shift worked by the employee or, where the employee is off duty, not less than 12 hours before the next rostered shift of ordinary hours for the employee is due to begin, or later in an emergency.</p> <p>46.3 Ordinary hours of duty will be rostered in shifts of not less than four and not more than 11 hours.</p> | <p>49.2 Due to unforeseen circumstances, rostered ordinary hours for an employee may be changed by the employer up to the conclusion of the previous shift worked by the employee or, where the employee is off duty, not less than 12 hours before the next rostered shift of ordinary hours for the employee is due to begin, or later in an emergency.</p> <p>49.3 Ordinary hours of duty will be rostered in shifts of not less than four and not more than 11 hours.</p> <p>49.4 Changes to rosters may only be made in accordance with clause 22.</p> |
| <p>47. Breaks</p> <p>47.1 An employee will not be compelled to work more than five hours without a break of at least 20 minutes.</p> <p>47.2 Where an employee is permitted a break of one hour off duty for a meal, the employer will be entitled to deduct one hour from the total time worked in accordance with clause 45—Hours of work. If the break permitted is less than one hour, no time will be deducted. Not more than one hour will be deducted in any one day.</p> | <p>50. Breaks</p> <p>50.1 An employee will not be required to work more than five hours without a break of at least 20 minutes.</p> <p>50.2 Where an employee is permitted a break of one hour off duty for a meal, the employer will be entitled to deduct one hour from the total time worked in accordance with clause 48—Hours of work. If the break permitted is less than one hour, no time will be deducted. A maximum of one hour will be deducted in any one day.</p> |
| <p>48. Shift penalties</p> <p>48.1 Any employee who is rostered to perform and performs ordinary duty on a shift:</p> <p>(a) any part of which falls between the times of 6:00 am and 7:00 am or is rostered to perform and performs ordinary duty on a shift that concludes between the hours of 6:00 pm and 8:30 pm will be paid an additional 10% of the appropriate minimum wage calculated on an hourly basis for the entire shift worked; and</p> <p>(b) any part of which falls between the hours of 8.30 pm and 6.00 am will be paid an additional 17.5% of the appropriate minimum wage calculated on an hourly basis for the entire shift worked.</p> <p>48.2 The additional rates provided in clauses 48.1(a) and 48.1(b) are not cumulative and where any shift attracts both penalties only the higher percentage will be paid.</p> | <p>51. Shift penalties</p> <p>51.1 Any employee who is rostered to perform and performs ordinary duty on a shift:</p> <p>(a) any part of which falls between the times of 6.00 am and 7.00 am or is rostered to perform and performs ordinary duty on a shift that concludes between 6.00 pm and 8.30 pm will be paid 110% of the minimum hourly rate for the entire shift worked; and</p> <p>(b) any part of which falls between 8.30 pm and 6.00 am will be paid 117.5% of the minimum hourly rate for the entire shift worked.</p> <p>51.2 The additional rates provided in clauses 51.1(a) and 51.1(b) are not cumulative and where any shift attracts both penalties only the higher percentage will be paid.</p> |

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| <p>48.3 The additional payments prescribed in clause 48 will not exceed the amount based on the rate for Grade 5 in the case of an employee employed by a metropolitan television station and Grade 3 in the case of an employee employed in a non metropolitan television station.</p> | <p>51.3 The additional payments prescribed in clause 51 will not exceed the amount based on the rate for Grade 5 in the case of an employee employed by a metropolitan television station and Grade 3 in the case of an employee employed in a non-metropolitan television station.</p> |
| <p>49. Special allowances</p> <p><i>Proposed new subclause inserted</i></p> <p>49.1 Meal allowance</p> <p>If work requires the employee to take more than one meal a day away from home, any meal or meals in excess of one per day will (unless otherwise paid for or reimbursed by the employer) be paid for by the employer at the rate of \$20.71 for each such meal.</p> <p>(a) For the purpose of this clause meal means breakfast, lunch, or dinner.</p> <p>(b) Normal meal break hours are:</p> <ul style="list-style-type: none"> (i) breakfast—6.00 am to 8.00 am; (ii) lunch—12.00 noon to 2.00 pm; and (iii) dinner—6.00 pm to 8.00 pm. <p>49.2 Air travel reimbursements</p> <p>(a) When an employee agrees to travel by other than a regular passenger-carrying air service, the employer will:</p> <ul style="list-style-type: none"> (i) reimburse the employee for the cost of taking out additional personal insurance to cover any existing insurance policies that would be invalidated by such travel; and (ii) reimburse the cost of taking out insurance against injury or death arising from travel by air, other than a regular passenger-carrying service, for not less than \$250,000 in the event of death, which is payable to the employee in the event of injury or to the employee’s legal personal representative in the event of death. | <p>52. Allowances</p> <p>52.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule I for a summary of monetary allowances and method of adjustment.</p> <p>52.2 Expense-related allowances</p> <p>(a) Meal allowance</p> <p>If work requires the employee to take more than one meal a day away from home, any meal or meals in excess of one per day will (unless otherwise paid for or reimbursed by the employer) will be paid for by the employer at the rate of \$20.71 for each such meal.</p> <ul style="list-style-type: none"> (i) For the purpose of this clause meal means breakfast, lunch, or dinner. (ii) Normal meal break hours are: <ul style="list-style-type: none"> • breakfast—6.00 am to 8.00 am; • lunch—12.00 noon to 2.00 pm; and • dinner—6.00 pm to 8.00 pm. <p>(b) Air travel reimbursements</p> <p>(i) When an employee agrees to travel by other than a regular passenger-carrying air service, the employer will:</p> <ul style="list-style-type: none"> • reimburse the employee for the cost of taking out additional personal insurance to cover any existing insurance policies that would be invalidated by such travel; and • reimburse the cost of taking out insurance against injury or death arising from travel by air, other than a regular passenger-carrying service, for not less than \$250,000 in the event of death, which is payable to the employee in the event of injury or to the employee’s legal personal representative in the event of death. |

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| <p>(b) Provided that this clause will not apply where the employer indemnifies the employee against any invalidation of the employee's personal insurance policies and insures the employee against injury or death in the same terms as set out in clause 49.3.</p> <p>49.3 Special risks reimbursements</p> <p>(a) Where an employee performs any duty which would invalidate any of their personal insurance policies, the employer will reimburse the employee for the cost of taking out additional personal insurance to cover any existing insurance policies that would be invalidated by such activity.</p> <p>(b) Provided that this clause will not apply where the employer indemnifies the employee against any invalidation of the employee's personal insurance policies.</p> <p>49.4 Spectacles allowances</p> <p>Where spectacles or a lens change, specifically for the use of a computer screen at work, are prescribed the employer will pay the cost of the lens and up to an amount of \$111.30 on the first frame provided that:</p> <p>(a) where the employee is in receipt of a health fund benefit the employer will pay the difference between the cost of the spectacles and the benefit with a maximum of \$111.30 on the first frames; and</p> <p>(b) the employer will not be liable for the tinted or outdoor component of any lenses.</p> | <p>(ii) This clause will not apply where the employer indemnifies the employee against any invalidation of the employee's personal insurance policies and insures the employee against injury or death in the same terms as set out in clause 52.2(c).</p> <p>(c) Special risks reimbursements</p> <p>(i) Where an employee performs any duty which would invalidate any of their personal insurance policies, the employer will reimburse the employee for the cost of taking out additional personal insurance to cover any existing insurance policies that would be invalidated by the activity.</p> <p>(ii) This clause will not apply where the employer indemnifies the employee against any invalidation of the employee's personal insurance policies.</p> <p>(d) Spectacles allowances</p> <p>Where spectacles or a lens change, specifically for the use of a computer screen at work, are prescribed the employer will pay the cost of the lens and up to an amount of \$111.30 on the first frame provided that:</p> <p>(i) where the employee is in receipt of a health fund benefit the employer will pay the difference between the cost of the spectacles and the benefit with a maximum of \$111.30 on the first frames; and</p> <p>(ii) the employer will not be liable for the tinted or outdoor component of any lenses.</p> |
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50. Distant engagements

50.1 A **distant engagement** is an assignment requiring an employee to spend one or more nights away from the location where they are employed (the place of origin).

50.2 Commencement and ceasing times for distant engagements

- (a) A distant engagement begins from the time of departure on the assignment from the place of origin, provided that where an employee has commenced work prior to the time of departure the distant engagement will commence eight hours after the employee commenced duty on that day and the employee will be treated as having worked eight hours on that day in addition to any time worked that day on the distant engagement.
- (b) A distant engagement ends at whichever is the later, the time the employee returns to the place of origin or the time the employee ceases work on that day.

50.3 Calculation of ordinary hours of work, overtime and shift penalty payments and treatment of days off on a distant engagement

- (a) Time spent working and travelling on any day where travel is by a means approved by the employer, will be hours of duty on that day for the purpose of clause 50.3. Each employee will be treated as working a minimum of nine hours on any day.
- (b) Except as provided in 50.3(c), overtime will only occur where the hours of duty of an employee exceed 38 in seven consecutive days.
- (c) Work performed without any travel for more than 11 hours (including any meal break) on any day will be overtime.
- (d) No time will be counted as overtime more than once.
- (e) All overtime worked on a distant engagement will be either allowed as time off instead of payment for overtime (at the rate of hour for hour and will be given off in blocks of four hours), or paid at the rate of time and a half for the first eight hours and double time after that as determined by the employer.

53. Distant engagements

53.1 A **distant engagement** is an assignment requiring an employee to spend one or more nights away from the location where they are employed (the place of origin).

53.2 Starting and finishing times for distant engagements

- (a) A distant engagement begins from the time of departure on the assignment from the place of origin, provided that where an employee has started work before the time of departure the distant engagement will start eight hours after the employee commenced duty on that day and the employee will be treated as having worked eight hours on that day in addition to any time worked that day on the distant engagement.
- (b) A distant engagement ends at whichever is the later—the time the employee returns to the place of origin or the time the employee finishes work on that day.

53.3 Calculation of ordinary hours of work, overtime and shift penalty payments and treatment of days off on a distant engagement

- (a) Time spent working and travelling on any day where travel is by a means approved by the employer, will be hours of duty on that day for the purpose of clause 53.3. Each employee will be treated as working a minimum of nine hours on any day.
- (b) Overtime will only occur where:
 - (i) the hours of duty of an employee exceed 38 hours in seven consecutive days; or
 - (ii) work performed, excluding any travel, is for more than 11 hours (including any meal break) on any day.
- (c) No time will be counted as overtime more than once.
- (d) All overtime worked on a distant engagement will be either allowed:
 - (i) as time off instead of payment for overtime (at the rate of hour for hour and will be given off in blocks of four hours), or
 - (ii) paid at **150%** of the minimum hourly rate for the first eight hours and **200%** of the minimum hourly rate after that.
 - (iii) Whether overtime will be provided according to clauses 53.3(d)(i) or (ii) will be determined by the employer.

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| <p>(f) An employee on a distant engagement is entitled to the shift penalties provided for in clause 48—Shift penalties. For the purpose of this clause ordinary hours of duty means the first nine hours of duty on any day except when those hours are overtime by reason of clause 45.1.</p> <p>(g) When an employee on a distant engagement is not given weekly days off duty to which the employee is entitled under clause 45—Hours of work, the employee will be given them within 14 days of the cessation of the distant engagement, in addition to the days off to which the employee is entitled in that 14 day period with the days off to be continuous where the employee has been on a distant engagement for a week or more without being given any days off.</p> | <p>(e) An employee on a distant engagement is entitled to the shift penalties provided for in clause 51—Shift penalties. For the purpose of this clause ordinary hours of duty means the first nine hours of duty on any day except when those hours are overtime by reason of clause 48.1.</p> <p>(f) When an employee on a distant engagement is not given weekly days off duty to which the employee is entitled under clause 48—Hours of work, the employee will be given them, within 14 days of finishing the distant engagement, in addition to the days off to which the employee is entitled in that 14 day period. The days off are to be continuous where the employee has been on a distant engagement for a week or more without being given any days off.</p> |
| <p>51. Transfers</p> <p>51.1 This clause applies to employees who are required by their employer to permanently perform their duties in a different town or city to the one in which they were last directed by their employer to perform their duties.</p> <p>51.2 An employee must not be downgraded as a consequence of any transfer.</p> <p>51.3 An employer must reimburse the following costs associated with the transfer:</p> <p>(a) first class train fare or economy class air fares for the employee and their family, or if the employee travels by car they will be paid the vehicle allowance in accordance with clause 18.1;</p> <p>(b) the transfer and storage of the employee’s furniture and effects. The employee will obtain at least two quotations for such transfer and storage and the employer will be obliged to reimburse the lower amount;</p> <p>(c) reasonable accommodation costs for a maximum of four weeks or until permanent accommodation is obtained, whichever is the sooner; and</p> <p>(d) reconnection and installation costs of telephone and other utilities at the employee’s first new place of residence.</p> | <p>54. Transfers</p> <p>54.1 Clause 54 applies to employees who are required by their employer to permanently perform their duties in a different town or city to the one in which they were last directed by their employer to perform their duties.</p> <p>54.2 An employee must not be downgraded as a consequence of any transfer.</p> <p>54.3 An employer must reimburse the following costs associated with the transfer:</p> <p>(a) first class train fare or economy class air fares for the employee and their family, or if the employee travels by car they will be paid the vehicle allowance in accordance with clause 14.3(a);</p> <p>(b) the transfer and storage of the employee’s furniture and effects. The employee will obtain at least two quotations for the transfer and storage and the employer will be obliged to reimburse the lower amount;</p> <p>(c) reasonable accommodation costs for a maximum of four weeks or until permanent accommodation is obtained, whichever is the sooner; and</p> <p>(d) reconnection and installation costs of telephone and other utilities at the employee’s first new place of residence.</p> |

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| <p>51.4 This clause does not apply when an employee who is transferred under this clause agrees in writing, at the time of the transfer or subsequently, that the city or town to which they are transferred will be or has become their permanent place of residence.</p> <p>51.5 If the employment of an employee is terminated by the employer for a reason other than misconduct, and the employee determines to relocate to the city or town in which they were located prior to the transfer, the employer must reimburse the employee the costs which are associated with that relocation referred to in clauses 51.3 and 51.4</p> <p>51.6 An employee who resigns or is dismissed for misconduct while employed in another town, city or State is not entitled to the return fare or to that of their family, or to any other return expenses.</p> <p>51.7 The town or city to which an employee is transferred must thereafter be regarded as the town or city in which the employee is regularly employed for all purposes.</p> | <p>54.4 This clause does not apply when an employee who is transferred under this clause agrees in writing, at the time of the transfer or subsequently, that the city or town to which they are transferred will be or has become their permanent place of residence.</p> <p>54.5 If the employment of an employee is terminated by the employer for a reason other than misconduct, and the employee determines to relocate to the city or town in which they were located prior to the transfer, the employer must reimburse the employee the costs which are associated with that relocation referred to in clauses 54.3 and 54.4.</p> <p>54.6 An employee who resigns or is dismissed for misconduct while employed in another town, city or State is not entitled to the return fare for themselves or their family, or to any other return expenses.</p> <p>54.7 The town or city to which an employee is transferred must thereafter be regarded as the town or city in which the employee is regularly employed for all purposes.</p> |
| <p>52. Overtime</p> <p>52.1 The hourly rate for overtime purposes is to be calculated by dividing the relevant minimum wage by 38.</p> <p>52.2 Daily overtime represents all time worked outside an employee's rostered hours of duty, except for time worked on a rostered day off.</p> <p>52.3 Daily overtime will be compensated for in the following manner.</p> <p>(a) Up to and including the first hour of overtime will either be given as time off instead of payment, at the rate of time and a half, within the following fortnight or paid for at the rate of time and a half, at the discretion of the employer.</p> <p>(b) Overtime in excess of one hour will be paid for at the rate of time and a half for the first hour and double time after that.</p> <p>(c) An employee may, by mutual agreement with their employer, opt to take overtime as time off instead of payment at the rate of single time within the next 12 months. Such agreement will be recorded in writing.</p> | <p>55. Overtime</p> <p>55.1 Daily overtime</p> <p>(a) Daily overtime represents all time worked outside an employee's rostered hours of duty, except for time worked on a rostered day off.</p> <p>(b) Daily overtime will be compensated for in the following manner.</p> <p>(i) Up to and including the first hour of overtime will, either be given as:</p> <ul style="list-style-type: none"> • time off instead of payment, at the rate of time and a half, within the following fortnight, or • paid for at 150% of the minimum hourly rate. <p>Whether overtime is taken as time off or paid, will be at the discretion of the employer.</p> <p>(ii) Overtime in excess of one hour will be paid for at 150% of the minimum hourly rate for the first hour and 200% of the minimum hourly rate after that.</p> |

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| <p>(d) Any time allowed off duty instead of overtime will be deemed to be ordinary hours for the day or days on which the time off instead is taken.</p> <p>(e) When an employee is not given the days or nights off duty as provided for in clause 45—Hours of work the employee will be paid at the rate of double time for all work done on any such day or days with a minimum payment for four hours.</p> <p>52.4 Insufficient break represents all time worked before the expiration of 12 hours from the completion of duty on one day and the resumption of duty, except during distant engagements, and will be compensated as follows:</p> <p>(a) if the break is less than eight hours, overtime will be paid for at the rate of double time for all work done before the expiration of the 12 hour break; or</p> <p>(b) if the break is eight hours or more, overtime will be paid for at the rate of time and a half for all work done before the expiration of the 12 hour break.</p> <p>52.5 If an employee is called upon to resume duty within 12 hours of completion of a distant engagement, overtime will be paid at the rate of time and a half for all work done before the expiration of the 12 hour break.</p> <p>52.6 Time worked during any period of insufficient break will not be included in the calculation of weekly hours.</p> <p>52.7 In no circumstances will overtime as provided for in this clause be compensated for more than once.</p> <p>52.8 Notwithstanding the above, overtime on a distant engagement will be governed by clause 50—Distant engagements.</p> | <p>(iii) An employee may, by mutual agreement with their employer, opt to take overtime as time off instead of payment at single time within the next 12 months. This agreement will be recorded in writing.</p> <p>(iv) Any time allowed off duty instead of overtime will be deemed to be ordinary hours for the day or days on which the time off instead is taken.</p> <p>(v) When an employee is not given the days or nights off duty as provided for in clause 48—Hours of work, the employee will be paid 200% of the minimum hourly rate for all work done on any such day or days with a minimum payment for four hours.</p> <p>55.2 Insufficient break</p> <p>(a) Insufficient break represents all time worked before the expiration of 12 hours from the completion of duty on one day and the resumption of duty, except during distant engagements, and will be compensated as follows:</p> <p>(i) if the break is less than eight hours, overtime will be paid for at 200% of the minimum hourly rate for all work done before the expiration of the 12 hour break; or</p> <p>(ii) if the break is eight hours or more, overtime will be paid for at 150% of the minimum hourly rate for all work done before the expiration of the 12 hour break.</p> <p>(b) If an employee is called upon to resume duty within 12 hours of completion of a distant engagement, overtime will be paid at 150% of the minimum hourly rate for all work done before the expiration of the 12 hour break.</p> <p>(c) Time worked during any period of insufficient break will not be included in the calculation of weekly hours.</p> <p>55.3 In no circumstances will overtime as provided for in clause 55 be compensated for more than once.</p> <p>55.4 Overtime on a distant engagement will be treated in accordance with clause 53—Distant engagements.</p> |
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| <p>Part 9—Cinemas</p> <p>53. Coverage</p> <p>No employer covered by this Part 9 and not otherwise covered by Part 6, 7, 8, 10, 11 or 12 shall be covered by the <i>Hospitality Industry (General) Award 2010</i> or the <i>Restaurant Industry Award 2010</i>.</p> | <p>Part 10—Cinemas</p> <p>56. Coverage</p> <p>No employer covered by Part 10—Cinemas and not otherwise covered by Parts 7, 8, 9, 11, 12, or 13 will be covered by the <i>Hospitality Industry (General) Award 2016</i> or the <i>Restaurant Industry Award 2016</i>.</p> |
| <p>54. Types of employment</p> <p>54.1 At the time of engagement an employer will inform each employee in writing of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.</p> <p>54.2 Full-time employment</p> <p>(a) A full-time employee is an employee who is engaged to work 76 hours per fortnight (or 152 hours in a 28 day cycle by written agreement between the employer and the employee, which may be terminated as provided in clause 55.1(d));</p> <p>(b) A full-time employee must be provided with a written statement setting out their classification, applicable pay scale and terms of engagement.</p> | <p>57. Types of employment</p> <p>57.1 At the time of engagement an employer will inform each employee in writing of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.</p> <p>57.2 Full-time employment</p> <p>(a) A full-time employee is an employee who is engaged to work:</p> <p>(i) 76 hours per fortnight, or</p> <p>(ii) 152 hours in a 28 day cycle by written agreement between the employer and the employee (which may be terminated as provided in clause 58.4).</p> <p>(b) A full-time employee must be provided with a written statement setting out their classification, applicable pay scale and terms of engagement.</p> |
| <p>54.3 Part-time employment</p> <p>(a) A part-time employee is an employee who works less than 76 ordinary hours in a 14 day cycle (or less than 152 hours in a 28 day cycle by written agreement between the employer and the employee, which may be terminated as provided in clause 55.1(d)); has regular, reasonably predictable and continuous employment; and receives, on a pro rata basis at the rate of 1/38th of the weekly rate, equivalent pay and conditions to those of full-time employees who do the same kind of work.</p> <p>(b) An employer is required to roster a part-time employee for a minimum of four consecutive hours on any day or shift. An employer will offer to roster a part-time employee for a minimum of 8 hours in any consecutive 7 day period commencing on a Thursday.</p> | <p>57.3 Part-time employment</p> <p>(a) A part-time employee is an employee who:</p> <p>(i) is engaged to work:</p> <ul style="list-style-type: none"> • less than 76 ordinary hours in a 14 day cycle, or • less than 152 hours in a 28 day cycle by written agreement between the employer and the employee (which may be terminated as provided in clause 58.4); <p>(ii) has regular, reasonably predictable and continuous employment within the terms of clause 57.3 and 58.3; and</p> <p>(iii) receives, on a pro rata basis, equivalent conditions to those of full-time employees who do the same kind of work.</p> <p>(b) A part-time employee receives the minimum hourly rate for ordinary hours worked.</p> <p>(c) An employer is required to roster a part-time employee for a</p> |

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| <p>(c) All hours worked in excess of full-time hours will be overtime and will be paid as such.</p> | <p>minimum of four consecutive hours on any day or shift. An employer will offer to roster a part-time employee for a minimum of 8 hours in any consecutive 7 day period commencing on a Thursday.</p> <p>(d) All hours worked in excess of full-time hours will be overtime and will be paid in accordance with clause 62—Overtime and penalty rates.</p> |
| <p>54.4 Casual employment</p> <p>(a) A casual employee is an employee engaged as such and paid by the hour. An employer when engaging a casual must inform the employee that they are employed as a casual, of their hours of work, classification level and rate of pay.</p> <p>(b) A casual employee must be paid at the relevant minimum hourly wage plus a loading of 25%. Such loading is paid instead of all paid leave including annual leave, personal/carers leave and public holidays not worked whether prescribed in this award or the NES.</p> <p>(c) Casual employees must be paid at the termination of each engagement but may agree to be paid weekly or fortnightly.</p> <p>(d) Casual employees are entitled to a minimum payment of three hours' pay on each occasion they are required to attend for work.</p> | <p>57.4 Casual employment</p> <p>(a) A casual employee is an employee engaged as a casual employee and paid by the hour. An employer when engaging a casual must inform the employee that they are employed as a casual, of their hours of work, classification level and rate of pay.</p> <p>(b) A casual employee must be paid at the relevant loaded minimum hourly wage plus a casual loading of 25%. The casual loading is paid instead of all paid leave including annual leave, personal/carers' leave and public holidays not worked whether prescribed in this award or the NES.</p> <p>(c) Casual employees must be paid at the termination of each engagement but may agree to be paid weekly or fortnightly.</p> <p>(d) Casual employees are entitled to a minimum payment of three hours' pay on each occasion they are required to attend for work.</p> |
| <p>55. Ordinary hours of work and rostering</p> <p>55.1 Hours of work</p> <p>(a) Ordinary hours of work can be any hours worked on any of the days Monday through to and including Sunday provided that ordinary hours worked between 1.00 am and 8.00 am on any day will be paid at the rate of double time.</p> <p>(b) Full-time employees must work 76 ordinary hours in a 14 day cycle (or 152 ordinary hours in a 28 day cycle by written agreement between the employer and employee). Ordinary hours must be worked in periods of rostered ordinary hours of not more than eight consecutive hours or 10 consecutive hours by agreement between the employer and employee, and not less than four hours which</p> | <p>58. Ordinary hours of work and rostering</p> <p>58.1 Hours of work</p> <p>(a) Ordinary hours of work for cinema employees can be any hours worked on any of the days Monday through to and including Sunday.</p> <p>(b) Cinema employees will be paid the loading in clause 13.4 for all hours worked.</p> <p>(c) Ordinary hours worked between 1.00 am and 8.00 am on any day will be paid at the rate of 200% of the loaded minimum hourly rate.</p> |

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| <p>must be consecutive other than for meal breaks.</p> <p>(c) Part-time employees will be required to work an agreed number of ordinary hours in a 14 day cycle (or a 28 day cycle by written agreement). The agreement about ordinary hours to be worked will be in writing and may be changed at any time by agreement between the employer and employee which will also be in writing. Part-time employees may by agreement be employed as full-time employees during school holidays.</p> <p>(d) Where there is a written agreement to work ordinary hours in a 28 day cycle, the employer or the employee may, on 28 days' notice in writing to the other party, terminate the agreement and the employee will commence or resume working ordinary hours in a 14 day cycle from the next roster cycle commencing after the expiration of 28 days from the giving of notice.</p> <p>(e) Casual employees will work a minimum of three consecutive hours excluding meal breaks required by the award.</p> <p>(f) Any employee required to attend a meeting arranged or authorised by the employer or any structured training session shall be paid a minimum of two hours ordinary pay.</p> | <p>58.2 Full-time employees</p> <p>(a) Full-time employees must work:</p> <p>(i) 76 ordinary hours in a 14 day cycle, or</p> <p>(ii) 152 ordinary hours in a 28 day cycle by written agreement between the employer and employee.</p> <p>(b) Ordinary hours must be worked in periods of rostered ordinary hours of not more than eight consecutive hours or 10 consecutive hours by agreement between the employer and employee, and not less than four hours which must be consecutive other than for meal breaks.</p> <p>58.3 Part-time employees</p> <p>(a) Part-time employees will be required to work:</p> <p>(i) an agreed number of ordinary hours in a 14 day cycle, or</p> <p>(ii) a 28 day cycle by written agreement.</p> <p>(b) The agreement about the number of ordinary hours to be worked will be in writing and may be changed at any time by agreement between the employer and employee, which will also be in writing.</p> <p>(c) Part-time employees may by agreement be employed as full-time employees during school holidays.</p> <p>58.4 28 day cycle</p> <p>Where there is a written agreement to work ordinary hours in a 28 day cycle, the employer or the employee may, on 28 days' notice in writing to the other party, terminate the agreement and the employee will commence or resume working ordinary hours in a 14 day cycle from the next roster cycle commencing after the expiration of 28 days from the giving of notice.</p> <p>58.5 Casual employees</p> <p>Casual employees will work a minimum of three consecutive hours excluding meal breaks required by the award.</p> |
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| | <p>58.6 Attending meeting or training session</p> <p>Any employee required to attend a meeting arranged or authorised by the employer or any structured training session will be paid a minimum of two hours ordinary pay.</p> |
| <p>55.2 Rosters</p> <p>(a) The employer will post a draft roster on the Friday and will post a final roster on the Monday afternoon before the start of the week to be worked. The start of the week is a Thursday.</p> <p>(b) Where a change to the final roster is required to be made, an agreement between the employer and the employee is required.</p> <p>(c) The employer can change the roster at short notice without agreement due to unforeseen operational requirements. However if the employer changes the roster for other reasons, employees will be paid double the ordinary rate for hours worked outside the original roster.</p> <p>(d) To the extent practicable, the rostering process shall be undertaken in consultation with individual employees affected.</p> | <p>59. Rosters</p> <p>59.1 The employer will post a draft roster on the Friday and will post a final roster on the Monday afternoon before the start of the week to be worked. The start of the week is a Thursday.</p> <p>59.2 Where a change to the final roster is required to be made, an agreement between the employer and the employee is required.</p> <p>59.3 The employer can change the roster at short notice without agreement due to unforeseen operational requirements. However if the employer changes the roster for other reasons, employees will be paid 200% of the loaded minimum hourly rate for hours worked outside the original roster.</p> <p>59.4 To the extent practical, the rostering process will be undertaken in consultation with individual employees affected and, in respect of part-time employees, the employer will endeavour to provide a reasonably regular pattern of work which accommodates the fluctuating operational requirements of the employer.</p> <p>59.5 Changes to rosters must be in accordance with clause 22.</p> |
| <p>56. Meal Breaks</p> <p>The employer must allow a meal break of 30 minutes or, if the employee and the employer agree, up to one hour when employees are working a rostered period of work in excess of five hours unless that rostered work period would end within that meal break. Employees required to work beyond five hours without a meal break will be paid double the ordinary rate for the period of the meal break.</p> | <p>60. Meal breaks</p> <p>60.1 The employer must allow a meal break of 30 minutes or, if the employee and the employer agree, up to 60 minutes when employees are working a rostered period of work in excess of five hours unless that rostered work period would end within that meal break.</p> <p>60.2 Employees required to work beyond five hours without a meal break will be paid 200% of the loaded minimum hourly rate for the period of the meal break.</p> |

| <p>57. Special allowances</p> <p><i>Proposed new subclause inserted</i></p> | <p>62. Allowances</p> <p>62.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule I for a summary of monetary allowances and method of adjustment.</p> | | | | | | | | | | | | | | | | | | | | | | | | |
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| <p>57.1 Removal allowance</p> <p>Where an employee is appointed or transferred to a theatre and the employer requires the employee to reside in a particular suburb, town or State, then the cost of removal necessarily incurred will be paid to the employee by the employer.</p> <p>57.2 Working away from usual place of work</p> <p>An employee engaged by the week who, while travelling away from home on duty, is required to provide their own board and lodging will be paid a travelling allowance of \$81.88 per day to a maximum of \$409.41 per week.</p> | <p>62.3 Expense-related allowances</p> <p>(a) Removal allowance</p> <p>Where an employee is appointed or transferred to a theatre and the employer requires the employee to reside in a particular suburb, town or State, then the cost of removal necessarily incurred will be paid to the employee by the employer.</p> <p>(b) Working away from usual place of work</p> <p>A full-time or part-time employee engaged by the week who, while travelling away from home on duty, is required to provide their own board and lodging will be paid a travelling allowance of \$81.88 per day, up to a maximum of \$409.41 per week.</p> | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>57.3 Zone managers—additional allowances</p> <p>(a) A zone manager will, in addition to the ordinary wage, be paid the following allowance for each additional theatre supervised:</p> <table border="1" data-bbox="280 976 1019 1279"> <thead> <tr> <th></th> <th>Allowance for each additional theatre supervised per week</th> <th>Maximum allowance per week</th> </tr> <tr> <th></th> <th>% of standard rate</th> <th>% of standard rate</th> </tr> </thead> <tbody> <tr> <td>Zone 1</td> <td>5.38</td> <td>32.29</td> </tr> <tr> <td>Zone 2</td> <td>3.77</td> <td>22.73</td> </tr> </tbody> </table> <p>(b) Zone 1 applies to cinemas in the central city areas of the capital cities of the States of the Commonwealth and the City of Newcastle or any cinemas regularly giving three or more performances daily.</p> <p>(c) Zone 2 applies to drive-in theatres and all other cinemas other than</p> | | Allowance for each additional theatre supervised per week | Maximum allowance per week | | % of standard rate | % of standard rate | Zone 1 | 5.38 | 32.29 | Zone 2 | 3.77 | 22.73 | <p>62.2 Wage-related allowances</p> <p>(a) Zone managers—additional allowances</p> <p>(i) A zone manager will, in addition to the ordinary wage, be paid the following allowance for each additional theatre supervised:</p> <table border="1" data-bbox="1370 1061 2072 1337"> <thead> <tr> <th></th> <th>Allowance for each additional theatre supervised</th> <th>Maximum allowance</th> </tr> <tr> <th></th> <th>\$ per theatre</th> <th>\$ per week</th> </tr> </thead> <tbody> <tr> <td>Zone 1</td> <td>42.14</td> <td>252.93</td> </tr> <tr> <td>Zone 2</td> <td>29.53</td> <td>178.04</td> </tr> </tbody> </table> <p>(ii) Zone 1 applies to cinemas in the central city areas of the capital cities of the States of the Commonwealth and the City of Newcastle or any cinemas regularly giving three or</p> | | Allowance for each additional theatre supervised | Maximum allowance | | \$ per theatre | \$ per week | Zone 1 | 42.14 | 252.93 | Zone 2 | 29.53 | 178.04 |
| | Allowance for each additional theatre supervised per week | Maximum allowance per week | | | | | | | | | | | | | | | | | | | | | | | |
| | % of standard rate | % of standard rate | | | | | | | | | | | | | | | | | | | | | | | |
| Zone 1 | 5.38 | 32.29 | | | | | | | | | | | | | | | | | | | | | | | |
| Zone 2 | 3.77 | 22.73 | | | | | | | | | | | | | | | | | | | | | | | |
| | Allowance for each additional theatre supervised | Maximum allowance | | | | | | | | | | | | | | | | | | | | | | | |
| | \$ per theatre | \$ per week | | | | | | | | | | | | | | | | | | | | | | | |
| Zone 1 | 42.14 | 252.93 | | | | | | | | | | | | | | | | | | | | | | | |
| Zone 2 | 29.53 | 178.04 | | | | | | | | | | | | | | | | | | | | | | | |

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| <p>those in the Zone 1.</p> | <p>more performances daily.</p> <p>(iii) Zone 2 applies to drive-in theatres and all other cinemas other than those in Zone 1.</p> |
| <p>58. Overtime and penalty rates</p> <p>58.1 Full-time and part-time employees</p> <p>(a) Work for more than 76 ordinary hours, or on more than 10 days in any 14 day cycle (or more than 152 ordinary hours, or more than 20 days in any 28 day cycle, by written agreement between the employer and employee), is overtime. The employer will pay for this overtime at the rate of time and a half for the first two hours and double time after that.</p> <p>(b) Work for more than eight hours on any day or 10 hours by agreement between the employer and employee is overtime. The employer will pay for this overtime at the rate of time and a half for the first two hours and double time after that.</p> <p>58.2 Casual employees</p> <p>(a) Work for more than eight consecutive hours on any day or 10 consecutive hours by agreement between the employer and employee is overtime. The employer will pay for this overtime at the rate of time and a half for the first two hours and double time after that.</p> <p>(b) Each day's work will be considered separately for the purposes of overtime. The employer will not count meal breaks when adding up hours of overtime.</p> <p>58.3 All cinema employees</p> <p>(a) Employees must have at least 10 consecutive hours off duty between the end of each shift and starting ordinary work on the next day or shift. Where the employer is satisfied that occupational health and safety standards will be met, an employee may request and the employer may agree that a break of not less than 8 hours be substituted for the 10 hour break.</p> | <p>61. Overtime and penalty rates</p> <p>61.1 Full-time and part-time employees—overtime</p> <p>(a) Overtime will be paid to a full-time or part-time employee who works:</p> <p>(i) more than 76 ordinary hours or on more than 10 days, in any 14 day cycle;</p> <p>(ii) more than 152 ordinary hours or more than 20 days in any 28 day cycle (by written agreement between the employer and employee); or</p> <p>(iii) more than eight hours on any day, or more than 10 hours by agreement between the employer and employee.</p> <p>(b) Overtime will be paid at 150% of the loaded minimum hourly rate for the first two hours and 200% of the loaded minimum hourly rate after that.</p> <p>61.2 Casual employees—overtime</p> <p>Work for more than eight consecutive hours on any day or 10 consecutive hours by agreement between the employer and employee is overtime. The employer will pay for this overtime at 150% of the loaded minimum hourly rate for the first two hours and 200% of the loaded minimum hourly rate after that.</p> <p>61.3 Each day's work will be considered separately for the purposes of overtime. The employer will not count meal breaks when adding up hours of overtime.</p> <p>61.4 All cinema employees—break between shifts</p> <p>(a) Employees must have at least 10 consecutive hours off duty between the end of each shift and starting ordinary work on the next day or shift. Where the employer is satisfied that occupational health and safety standards will be met, an employee may request and the employer may agree that a break of at least</p> |

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| <p>(b) If the employer requires an employee to return to work before the employee has had 10 hours off duty (or 8 hours at the request of the employee), the employer will pay the employee double the actual ordinary rate until the employee is released from duty. Employees are then entitled to be absent until the completion of 10 consecutive hours off duty without loss of pay for ordinary working time during that absence.</p> <p>(c) An employee may voluntarily swap a work period or periods with another employee if the employer agrees. If this occurs, clause 58.3(d) will not apply.</p> <p>(d) Weekly employees will be free from duty for a minimum of two days each week and such days will be consecutive where reasonably possible. If any of the days are not given and taken, payment will be made at the rate of time and a half for the first two hours and double time after that for all hours so worked with a minimum payment for four hours.</p> | <p>eight hours be substituted for the 10 hour break.</p> <p>(b) If the employer requires an employee to return to work before the employee has had 10 hours off duty (or eight hours at the request of the employee), the employer will pay the employee 200% of the loaded minimum hourly rate until the employee is released from duty. Employees are then entitled to be absent until the completion of 10 consecutive hours off duty without loss of pay for ordinary working time during that absence.</p> <p>(c) An employee may voluntarily swap a work period or periods with another employee if the employer agrees. If this occurs, clause 62.4(d) will not apply.</p> <p>(d) Weekly employees will be free from duty for a minimum of two days each week and such days will be consecutive where reasonably possible. If any of the days are not given and taken, payment will be made at 150% of the loaded minimum hourly rate for the first two hours and 200% of the loaded minimum hourly rate after that for all hours worked with a minimum payment for four hours.</p> |
| <p>58.4 Time off instead of payment for overtime</p> <p>(a) Arrangements for time off instead of payment for overtime will be made on an individual basis, as agreement must be reached between an individual employee and the employer.</p> <p>(b) Overtime worked on Sunday or public holidays will accrue at the rate prescribed by the award for each hour worked.</p> <p>(c) If the employee works during any agreed time off period the following will apply:</p> <p>(i) the employer and the employee may agree upon an alternative period of time to be taken off in substitution; or</p> <p>(ii) if there is no agreement to an alternative period of time to be taken off in substitution then employees will be paid at the appropriate overtime rate for that period of the accrued time worked.</p> <p>(d) After consultation with the employee the employer will decide the</p> | <p>61.5 Time off instead of payment for overtime</p> <p>(a) Arrangements for time off instead of payment for overtime will be made on an individual basis, as agreement must be reached between an individual employee and the employer.</p> <p>(b) Overtime worked on Sunday or public holidays will accrue at the rate prescribed by the award for each hour worked.</p> <p>(c) If the employee works during any agreed time off period the following will apply:</p> <p>(i) the employer and the employee may agree upon an alternative period of time to be taken off in substitution; or</p> <p>(ii) if there is no agreement to an alternative period of time to be taken off in substitution then employees will be paid at the appropriate overtime rate for that period of the accrued time worked.</p> <p>(d) After consultation with the employee the employer will decide the</p> |

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| <p>most appropriate period in which time off instead of payment for overtime will be taken, provided that the employee will take time off instead of payment for overtime not later than six months after the overtime hours are banked.</p> | <p>most appropriate period in which time off instead of payment for overtime will be taken, provided that the employee will take time off instead of payment for overtime not later than six months after the overtime hours are banked.</p> |
| <p><i>Proposed new clauses – to cross-reference existing provisions</i></p> | <p>61.7 See clause 58.1(b) for the penalty applicable for ordinary hours worked between 1.00 am and 8.00 am.</p> |
| <p>Part 10—Actors</p> <p>59. Special definitions</p> <p>In this Part unless the contrary intention appears:</p> <p>ancillary rights means the right to use, rent, lease or license the film for any or all purposes (other than theatrical or free television) including but not limited to ships at sea, aircraft, buses, hotels, home video, pay television, toll television, subscription television, community antenna television, cable television, closed circuit television, video cassettes, cartridges, video discs, wire transmission and in any other form of mechanical and/or electronic reproduction not known or hereafter devised</p> <p>artist means each and all of those persons engaged by the producer to take part audibly and/or visually in the production of the film including performers, doubles, extras, stand-ins and stunt artists</p> <p>call means an instruction after engagement by the employer to the artist to report for work at a definite time and date for a definite period for the purpose of rehearsing for and/or performing in a film</p> <p>content means audio-visual or audio only material created with the intention of release theatrically, broadcast, internet, radio, video, mobile phone or any other media whether now known or devised after the date of the making of this award</p> <p>crowd see extra</p> <p>double means an artist who takes the place of a performer but who does not speak dialogue used in the production and is not photographed in a manner which enables recognition. Provided that a stunt double or stunt performer who takes the place of an artist for safety reasons or to perform or to engage in hazardous action will be regarded as a performer.</p> | <p>Part 11—Actors</p> <p>63. Special definitions</p> <p>In this Part unless the contrary intention appears:</p> <p>ancillary rights means the right to use, rent, lease or license the film for any or all purposes (other than theatrical or free television) including but not limited to ships at sea, aircraft, buses, hotels, home video, pay television, toll television, subscription television, community antenna television, cable television, closed circuit television, video cassettes, cartridges, video discs, wire transmission and in any other form of mechanical and/or electronic reproduction not known or hereafter devised</p> <p>artist means each and all of those persons engaged by the producer to take part audibly and/or visually in the production of the film including performers, doubles, extras, stand-ins and stunt artists</p> <p>call means an instruction after engagement by the employer to the artist to report for work at a definite time and date for a definite period for the purpose of rehearsing for and/or performing in a film</p> <p>content means audio-visual or audio only material created with the intention of release theatrically, broadcast, internet, radio, video, mobile phone or any other media whether now known or devised after the date of the making of this award</p> <p>crowd see extra</p> <p>double means an artist who takes the place of a performer but who does not speak dialogue used in the production and is not photographed in a manner which enables recognition. Provided that a stunt double or stunt performer who takes the place of an artist for safety reasons or to perform or to engage in hazardous action will be regarded as a</p> |

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| <p>engagement means the aggregate number of calls required of any artist to complete a performance</p> | <p>performer.</p> <p>engagement means the aggregate number of calls required of any artist to complete a performance</p> |
| <p>extra means an artist who is part of a crowd, mob, ensemble or atmospheric scene and who appears only incidentally or in backgrounds, and who does not speak dialogue except in the mass, and who is, in accordance with industry practice, not featured, provided that the producer may for the purpose of authenticity invite members of the public in civilian dress to join in a scene and such member of the public will not be regarded as an artist and will not otherwise be covered by this award</p> <p>feature film means a production which is produced with a genuine intention of a primary theatrical release</p> <p>juvenile means an artist who is less than 16 years of age</p> <p>one-off productions means tele-plays, feature films, telemovies, mini-series, docu-dramas and dramatised and scripted corporate video/training films of more than 20 minutes duration that are fully scripted and professionally produced</p> <p>ordinary rate means the rate of pay exclusive of any loading including overtime, or penalties or attributable to repeat, residual or copyright payments</p> <p>performance means the work done by an artist in a film</p> <p>pick-up point means the studio of the producer provided that such studio is within a radius of 25 km of the GPO of the capital city in which the artist resides. Should the studio be located in excess of the said distance of 25 km then the pick-up point will be within 25 km of the said GPO from which point the producer will be required to provide transport to and from the place of work. Provided that the pick-up point will be reasonably convenient to the nearest means of public transport.</p> <p>In the case of interstate or country artists, the pick-up point will be the transport terminal at which the artist arrives or the place of overnight accommodation should the artist have to stay overnight, provided that the producer and a majority of the employees affected may agree to a pick-up point beyond 25 km.</p> <p>place of accommodation means the place where an artist temporarily resides overnight when they have travelled away from their place of</p> | <p>extra means an artist who is part of a crowd, mob, ensemble or atmospheric scene and who appears only incidentally or in backgrounds, and who does not speak dialogue except in the mass, and who is, in accordance with industry practice, not featured, provided that the producer may for the purpose of authenticity invite members of the public in civilian dress to join in a scene and each member of the public will not be regarded as an artist and will not otherwise be covered by this award</p> <p>feature film means a production which is produced with a genuine intention of a primary theatrical release</p> <p>juvenile means an artist who is less than 16 years of age</p> <p>one-off productions means tele-plays, feature films, telemovies, mini-series, docu-dramas and dramatised and scripted corporate video/training films of more than 20 minutes duration that are fully scripted and professionally produced</p> <p>performance means the work done by an artist in a film</p> <p>pick-up point means the studio of the producer provided that such studio is within a radius of 25 km of the GPO of the capital city in which the artist resides. Should the studio be located in excess of 25 km then the pick-up point will be within 25 km of the GPO. The producer will be required to provide transport to and from the place of work from the GPO. The pick-up point will be reasonably convenient to the nearest means of public transport.</p> <p>In the case of interstate or country artists, the pick-up point will be the transport terminal at which the artist arrives or the place of overnight accommodation should the artist have to stay overnight, provided that the producer and a majority of the employees affected may agree to a pick-up point beyond 25 km.</p> <p>place of accommodation means the place where an artist temporarily resides overnight when they have travelled away from their place of residence in the course of their employment</p> <p>place of residence means the address at which the artist usually resides</p> |

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| <p>residence in the course of their employment</p> <p>place of residence means the address at which the artist usually resides</p> <p>rehearsal means the work done by an artist in preparation for their performance in the presence of and under the direction of the producer.</p> | <p>rehearsal means the work done by an artist in preparation for their performance in the presence of and under the direction of the producer</p> |
| <p>semi-nude means where the artist’s genitalia, buttocks and/or breasts (in the case of female artists) are uncovered</p> <p>serial drama and serial comedy means a dramatic production for television comprising episodes of specific duration which are not self-contained but which form part of a series of such episodes and which have a continuing theme</p> <p>series drama and series comedy means a dramatic production for television comprising episodes of specific duration each of which is self-contained and uses the same leading fictional characters</p> <p>stand-in means an artist who replaces another artist for the purpose only of rehearsal and/or technical set-ups such as lighting, camera angles etc.</p> <p>supernumerary see extra</p> <p>television means the transmission of audio and visual images to a remote receiver by means of a radiated signal transmitted from a television broadcast station and received by the public at large, free of charge</p> <p>television program means content of a specific duration made for television and includes series drama, series comedy, serial drama and serial comedy</p> <p>theatrical rights mean the right to rent, lease, license, exhibit, distribute and otherwise deal in and with respect to a film on any gauge released for public exhibition</p> <p>USA Network means any or all of the following: American Broadcasting Company (ABC), Columbia Broadcasting System (CBS), National Broadcasting Company (NBC)</p> <p>walk-on extra see extra</p> | <p>semi-nude means where the artist’s genitalia, buttocks and/or breasts (in the case of female artists) are uncovered</p> <p>serial drama and serial comedy means a dramatic production for television comprising episodes of specific duration which are not self-contained but which form part of a series of such episodes and which have a continuing theme</p> <p>series drama and series comedy means a dramatic production for television comprising episodes of specific duration each of which is self-contained and uses the same leading fictional characters</p> <p>stand-in means an artist who replaces another artist for the purpose only of rehearsal and/or technical set-ups such as lighting, camera angles etc.</p> <p>supernumerary see extra</p> <p>television means the transmission of audio and visual images to a remote receiver by means of a radiated signal transmitted from a television broadcast station and received by the public at large, free of charge</p> <p>television program means content of a specific duration made for television and includes series drama, series comedy, serial drama and serial comedy</p> <p>theatrical rights mean the right to rent, lease, license, exhibit, distribute and otherwise deal in and with respect to a film on any gauge released for public exhibition</p> <p>USA Network means any or all of the following: American Broadcasting Company (ABC), Columbia Broadcasting System (CBS), National Broadcasting Company (NBC)</p> <p>walk-on extra see extra</p> |

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| <p>60. Terms of engagement</p> <p>60.1 The terms of an engagement will be specified by the employer when the engagement is made, confirmed in writing and forwarded to the employee or their agent prior to the commencement of work by the employee on their first call.</p> | <p>64. Terms of engagement</p> <p>64.1 The terms of an engagement will be specified by the employer when the engagement is made, confirmed in writing and forwarded to the employee or their agent prior to the start of work by the employee on their first call.</p> |
| <p>60.2 The employer will specify in writing as part of the terms of engagement the details of work to be performed by the performer, including:</p> <ul style="list-style-type: none"> (a) with respect to advertising content the products or services to be advertised, if any, and where possible and practicable, the details of length and number of advertising films; (b) with respect to content other than advertising films the requirement to use the artist's name or image in commercial tie-ups between that content and commercial goods or in commercial advertising; (c) the intention, if any, to associate the performers image or name with promoting a product or service, including the use of still photographs; (d) the requirement, if any, to appear nude, semi-nude or in sex simulated scenes, including in still photography; (e) the intention, if any, to use a stand-in or double in place of the performer in nude, semi-nude or sex simulated scenes; (f) a requirement to participate, if any, in action which could reasonably be described in industry custom and practice as a stunt and the details of the special services required; and (g) with respect to content other than advertising content the performer's name to be used for billing publicity and purposes. | <p>64.2 The employer will specify in writing as part of the terms of engagement the details of work to be performed by the performer, including:</p> <ul style="list-style-type: none"> (a) with respect to advertising content the products or services to be advertised, if any, and where possible and practicable, the details of length and number of advertising films; (b) with respect to content other than advertising films the requirement to use the artist's name or image in commercial tie-ups between that content and commercial goods or in commercial advertising; (c) the intention, if any, to associate the performers image or name with promoting a product or service, including the use of still photographs; (d) the requirement, if any, to appear nude, semi-nude or in sex simulated scenes, including in still photography; (e) the intention, if any, to use a stand-in or double in place of the performer in nude, semi-nude or sex simulated scenes; (f) a requirement to participate, if any, in action which could reasonably be described in industry custom and practice as a stunt and the details of the special services required; and (g) with respect to content other than advertising content the performer's name to be used for billing publicity and purposes. |

60.3 The minimum payment for work on any day for employees will be as follows.

(a) Advertising films

- (i)** For the production of advertising films other than voice only, retaking or a performer post-synchronising another performer's voice (dubbing)—four hours at the relevant hourly rate.
- (ii)** For advertising film for voice only, retaking; where the performer cannot be identified, where a performer post-synchronises another performer's voice (dubbing) except where the provisions of clause 60.3(a)(i) apply, live programs, for films for programs, for any type of recording made for the purpose of one transmission from a station, for live advertising announcements and for any other kind of performance (which will not include an attendance)—two and a half hours of the relevant hourly rate.

(b) Feature films

Except as otherwise provided the minimum payment on any day for employees will be as follows:

- (i)** performer (excluding performer required to speak no more than two lines of dialogue)—eight hours; or
- (ii)** all other artists (including performer required to speak only two lines of dialogue)—four hours.

(c) All other content

Except as otherwise provided the minimum payment on any day for employees will be as follows:

- (i)** performer (excluding bit player)—eight hours; or
- (ii)** all other artists—four hours,

provided that an artist (other than an extra or stand-in) engaged to work in more than one episode of a serial drama or serial comedy in a week will be engaged by the week.

64.3 Minimum payments per day

(a) Advertising films

The minimum payment for work on any day will be:

- (i)** For the production of advertising films other than voice only, retaking or a performer post-synchronising another performer's voice (dubbing)—four hours at the relevant hourly rate.
- (ii)** For advertising film for voice only, retaking; where the performer cannot be identified, where a performer post-synchronises another performer's voice (dubbing) except where the provisions of clause 64.3(a)(i) apply, live programs, for films for programs, for any type of recording made for the purpose of one transmission from a station, for live advertising announcements and for any other kind of performance (which will not include an attendance)—two and a half hours of the relevant hourly rate.

(b) Feature films

Except as otherwise provided the minimum payment on any day will be:

- (i)** performer (excluding performer required to speak no more than two lines of dialogue)—eight hours; or
- (ii)** all other artists (including performer required to speak only two lines of dialogue)—four hours.

(c) All other content

Except as otherwise provided the minimum payment on any day will be:

- (i)** performer (excluding bit player)—eight hours; or
- (ii)** all other artists—four hours,

provided that an artist (other than an extra or stand-in) engaged to work in more than one episode of a serial drama or serial comedy in a week will be engaged by the week.

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| <p>60.4 No audition or screen test will be held in public. The only persons allowed to be present during an audition or screen test will be the employer and/or members of the employer’s production staff.</p> <p>60.5 No recording of an audition or screen test will be used in any manner whatsoever other than for private viewing by the employer and/or members of the employer’s production staff and such recording may only be retained by the employer solely for reference purposes.</p> <p>60.6 The artist will not be required to perform a sex simulated scene in any audition or screen test.</p> <p>60.7 The artist will not be required to appear nude or semi nude in the first audition or screen test.</p> <p>60.8 Where the employer requires the artist to appear nude or semi-nude in an audition the employer must:</p> <ul style="list-style-type: none"> (a) provide the artist with a script 24 hours in advance of the auditioning; (b) allow the artist to nominate an individual to be present throughout the audition; and (c) not record the audition. | <p>64.4 No audition or screen test will be held in public. The only persons allowed to be present during an audition or screen test will be the employer and/or members of the employer’s production staff.</p> <p>64.5 No recording of an audition or screen test will be used in any manner whatsoever other than for private viewing by the employer and/or members of the employer’s production staff and such recording may only be retained by the employer solely for reference purposes.</p> <p>64.6 The artist will not be required to perform a sex simulated scene in any audition or screen test.</p> <p>64.7 The artist will not be required to appear nude or semi-nude in the first audition or screen test.</p> <p>64.8 Where the employer requires the artist to appear nude or semi-nude in an audition the employer must:</p> <ul style="list-style-type: none"> (a) provide the artist with a script 24 hours in advance of the auditioning; (b) allow the artist to nominate an individual to be present throughout the audition; and (c) not record the audition. |
| <p>61. Hours of work</p> <p>61.1 Content other than feature films</p> <ul style="list-style-type: none"> (a) The ordinary hours of work will be based on an eight hour day exclusive of meal breaks to be worked continuously between 7.00 am and 8.00 pm Monday to Friday and will not exceed: <ul style="list-style-type: none"> (i) 38 hours per week; or (ii) for artists who perform work in a serial drama or serial comedy: <ul style="list-style-type: none"> • 1 or 2 episodes per week—32 hours per week; or • 3, 4 or 5 episodes per week—38 hours per week. | <p>65. Hours of work</p> <p>65.1 Content other than feature films</p> <ul style="list-style-type: none"> (a) The ordinary hours of work will be based on an eight hour day exclusive of meal breaks to be worked continuously between 7.00 am and 8.00 pm Monday to Friday and will not exceed: <ul style="list-style-type: none"> (i) 38 hours per week; or (ii) for artists who perform work in a serial drama or serial comedy: <ul style="list-style-type: none"> • 1 or 2 episodes per week—32 hours per week; or • 3, 4 or 5 episodes per week—38 hours per week. |

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| <p>(b) Feature films</p> <p>The ordinary hours of work will be based on an eight hour day exclusive of meal breaks to be worked continuously between 6.30 am and 11.00 pm Monday to Saturday and will not exceed 38 hours.</p> | <p>(b) Feature films</p> <p>The ordinary hours of work will be based on an eight hour day exclusive of meal breaks to be worked continuously between 6.30 am and 11.00 pm Monday to Saturday and will not exceed 38 hours.</p> |
| <p>61.2 General (applicable to all content)</p> <p>(a) Travelling time both ways between the pick-up point and the place of work will be counted as time worked.</p> <p>(b) An employee will not be required to work more than eight hours without payment for overtime.</p> <p>(c) The employee's time of starting will be the time that the employee is directed to be in attendance by the employer provided that time taken for the application of make-up will count as time worked but removal of make-up must be in the artist's own time except where the time taken to remove full body make-up, special effects make-up and prosthetics exceeds 10 minutes, when the actual time taken to remove such make-up, up to a maximum of 30 minutes, will count as time worked. Provided further that where the employer and an artist agree that there are bona fide and special circumstances requiring more than 30 minutes in the removal of such make-up, the time actually taken in such removal will be counted as time worked.</p> <p>(d) If for the purposes of wardrobe the employer directs an employee to attend at a particular place before the commencement of the employee's call, the employer will pay the employee for each hour or part thereof which the employee so attends for such purposes at the employee's ordinary rate of pay.</p> <p>(e) Wild lines (dialogue) recorded on location, in studio premises or location hotel room on completion of a day's shooting, but not recorded to pictures, are to be regarded as shooting time or an extension thereof.</p> | <p>65.2 General (applicable to all content)</p> <p>(a) Travelling time both ways between the pick-up point and the place of work will be counted as time worked.</p> <p>(b) An employee will not be required to work more than eight hours without payment for overtime.</p> <p>(c) The employee's time of starting will be the time that the employee is directed to be in attendance by the employer. Time taken for the application of make-up will count as time worked but removal of make-up must be in the artist's own time. However, where the time taken to remove full body make-up, special effects make-up and prosthetics exceeds 10 minutes, and when the actual time is taken to remove the make-up, up to 30 minutes will count as time worked. Where the employer and an artist agree that there are special circumstances requiring more than 30 minutes in the removal of make-up, the time actually taken in such removal will be counted as time worked.</p> <p>(d) If for the purposes of wardrobe the employer directs an employee to attend at a particular place before the start of the employee's call, the employer will pay the employee for each hour or part thereof which the employee so attends for such purposes at the employee's ordinary rate of pay.</p> <p>(e) Wild lines (dialogue) recorded on location, in studio premises or location hotel room on completion of a day's shooting, but not recorded to pictures, are to be regarded as shooting time or an extension thereof.</p> |

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| <p>61.3 Notice of call times</p> <p>An employee will be notified at the end of each day's work of the commencing time for the next day's work but in any event not less than 12 hours notice of starting time must be given to the employee.</p> | <p>65.3 Notice of call times</p> <p>An employee will be notified at the end of each day's work of the starting time for the next day's work but in any event not less than 12 hours' notice of starting time must be given to the employee.</p> |
| <p>61.4 Cancellation</p> <p>(a) Advertising films</p> <p>(i) Where a call is cancelled at a time closer to the engagement than half the lead time or within five days of the engagement, whichever is the longer, the performer will be paid 50% of the ordinary rate applicable to the completed engagement provided that the minimum payment to an extra under clause 61.4 will be 100% of the ordinary rate applicable to their minimum call.</p> <p>(ii) Any call cancelled and which is not regulated by clause 61.4(a)(i) may be cancelled without payment.</p> <p>(b) Other content</p> <p>If a call is cancelled the artist must be paid their ordinary rate in full for that call.</p> | <p>65.4 Cancellation</p> <p>(a) Advertising films</p> <p>(i) Where a call is cancelled at a time closer to the engagement than half the lead time or within five days of the engagement, whichever is the longer the employee will be paid:</p> <ul style="list-style-type: none"> • Performer—50% of the rate applicable to the completed engagement; • Extra—100% of the rate applicable to their minimum call. <p>(ii) Any call cancelled and which is not regulated by clause 65.4(a)(i) may be cancelled without payment.</p> <p>(b) Other content</p> <p>If a call is cancelled the artist must be paid their ordinary rate in full for that call.</p> |
| <p>62. Allowances</p> <p><i>Proposed new provision</i></p> | <p>66. Allowances</p> <p>66.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule I for a summary of monetary allowances and method of adjustment.</p> |

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| <p>62.1 Meal allowances</p> <p>(a) Should an artist be required to continue working for not less than two hours after the employee has completed eight hours work on that day, the employee will be entitled to a second meal break to commence not later than 10 hours from the commencement of the employee's work on that day and will also be entitled at the employee's option to be supplied with a meal or be paid the sum of \$17.37 instead.</p> <p>(b) An artist when travelling or on location during meal breaks will be paid an allowance of \$15.60 for breakfast, \$17.60 for lunch and \$26.86 for dinner. This clause does not apply where the artist is provided with a satisfactory meal.</p> | <p>66.3 Expense-related allowances</p> <p>(a) Meal allowances</p> <p>(i) Should an artist be required to continue working for not less than two hours after the employee has completed eight hours work on that day, the employee will be entitled to a second meal break to start not later than 10 hours from the start of the employee's work on that day and will also be entitled at the employee's option to be supplied with a meal or be paid the sum of \$17.37 instead.</p> <p>(ii) An artist when travelling or on location during meal breaks will be paid an allowance of \$15.60 for breakfast, \$17.60 for lunch and \$26.86 for dinner. This clause does not apply where the artist is provided with a satisfactory meal.</p> |
| <p>62.2 Work in other countries</p> <p>If an artist working on a feature film is required by the producer to carry out work anywhere in the world outside the territorial boundaries of the Commonwealth of Australia or its dependencies (excluding Antarctica), mandated territories or protectorates, the artist will be paid at a daily or weekly rate of pay for their ordinary hours of work a sum which is not less than a sum which is 10% in excess of their ordinary daily or weekly rates set out in this award for all such overseas work.</p> <p>62.3 Climate allowance</p> <p>If an artist working on a feature film is required by the producer to carry out work in North Queensland, Western Queensland, Western NSW, Central Australia, Northern Territory, Eastern or Northern Zones of Western Australia, Western or Northern Zones of South Australia or in Papua New Guinea, the artist will be paid at a daily or weekly rate of pay for their ordinary hours of work a sum which is 10% in excess of their ordinary daily or weekly rate for all such work.</p> <p>62.4 Additional roles</p> <p>Where it becomes necessary for an artist to play any role other than that for which they were originally engaged and which additional role may or may not involve the speaking of dialogue they will receive additional payment at the minimum rate of pay prescribed herein for each such additional role.</p> | <p>66.2 Wage-related allowances</p> <p>(a) Work in other countries</p> <p>If an artist working on a feature film is required by the producer to carry out work anywhere in the world outside the territorial boundaries of the Commonwealth of Australia or its dependencies (excluding Antarctica), mandated territories or protectorates, the artist will be paid an additional 10% of their daily or weekly rate of pay for their ordinary hours of work.</p> <p>(b) Climate allowance</p> <p>If an artist working on a feature film is required by the producer to carry out work in North Queensland, Western Queensland, Western New South Wales, Central Australia, Northern Territory, Eastern or Northern Zones of Western Australia, Western or Northern Zones of South Australia or in Papua New Guinea, the artist will be paid an additional 10% of their at a daily or weekly rate of pay for their ordinary hours of work for all such work.</p> <p>(c) Additional roles</p> <p>Where it becomes necessary for an artist to play any role other than that for which they were originally engaged and which additional role may or may not involve the speaking of dialogue they will receive additional payment at the minimum rate of pay prescribed in clause 13 for each additional role.</p> |

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| <p>62.5 Payment for publicity/promotion</p> <p>Where the artist is required to make themselves available for publicity and/or promotion work outside their normal working hours they will be paid for a minimum call of two and a half hours.</p> | <p>(d) Payment for publicity/promotion</p> <p>Where the artist is required to make themselves available for publicity and/or promotion work outside their normal working hours they will be paid for a minimum call of two and a half hours.</p> |
| <p>62.6 Transport for publicity/promotions</p> <p>(a) In carrying out any publicity and/or promotion work pursuant to this clause, an artist will, where relevant, be paid in accordance with clause 62.7 for travelling and be provided with accommodation and expenses pursuant to clause 62.8 except that an artist will be provided with transport or paid the cost of same both ways.</p> <p>(b) When working at a place of work that does not require air travel between the artist's residence and the place of work the employer must pay the cost of transport for the artist to get to and from work. This does not apply where the employer provides transport free of charge.</p> <p>(c) When working at a place of work that requires air travel between the artist's residence and the place work the employer must pay the cost of air transport for the artist to get to or from work. This clause does not apply where the employer pays for the cost of air transport.</p> <p>(d) An artist will be provided with air travel of a class stipulated in the artist's employment contract or in the absence of any such stipulation, pursuant to clause 62.7.</p> <p>(e) Prior to departure an artist will be provided with an itinerary outlining the places where they will be required to attend and the duties required of the artist in carrying out such publicity and/or promotion work (e.g. interviews, performance, etc.).</p> | <p>66.3(b) Transport for publicity/promotions</p> <p>(i) In carrying out any publicity and/or promotion work pursuant to this clause, an artist will, where relevant, be paid in accordance with clause 66.3(c) for travelling and be provided with accommodation and expenses pursuant to clause 66.3(d) except that an artist will be provided with transport or paid the cost of same both ways.</p> <p>(ii) When working at a place of work that does not require air travel between the artist's residence and the place of work the employer must pay the cost of transport for the artist to get to and from work. This does not apply where the employer provides transport free of charge.</p> <p>(iii) When working at a place of work that requires air travel between the artist's residence and the place of work the employer must pay the cost of air transport for the artist to get to or from work. This clause does not apply where the employer pays for the cost of air transport.</p> <p>(iv) An artist will be provided with air travel of a class stipulated in the artist's employment contract or in the absence of any such stipulation, pursuant to clause 66.3(c).</p> <p>(v) Prior to departure an artist will be provided with an itinerary outlining the places where they will be required to attend and the duties required of the artist in carrying out such publicity and/or promotion work (e.g. interviews, performance, etc.).</p> |

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| <p>62.7 Travel allowance</p> <p>An artist required by the employer to travel will be reimbursed up to the actual cost of a first class ticket where available, depending on the means of appropriate available transport or, in the case of aircraft, with an economy class ticket, to their destination or, if to location, then to the terminal nearest the location or location accommodation. This provision will not apply where the employer provides the transport.</p> | <p>66.3(c) Travel allowance</p> <p>An artist required by the employer to travel will be reimbursed up to the actual cost of a first class ticket where available, depending on the means of appropriate available transport or, in the case of aircraft, with an economy class ticket, to their destination or, if to location, then to the terminal nearest the location or location accommodation. Clause 66.3(c) will not apply where the employer provides the transport.</p> |
| <p>62.8 Accommodation allowance</p> <p>(a) An artist required to stay away overnight from their place of residence will be reimbursed by the employer up to the actual cost of suitable accommodation. This provision will not apply where the employer provides suitable accommodation.</p> <p>(b) Where it is impossible for the employer to obtain such accommodation the artist will be paid the following allowances:</p> <p>(i) where accommodation is provided at the standard of a private home, homestead, or hotel with share facilities or where unshared accommodation is not provided—\$8.15 per day;</p> <p>(ii) where accommodation is provided at the standard of air-conditioned caravans or air-conditioned and seweried mining camps—\$16.38 per day; or</p> <p>(iii) where accommodation is provided at the standard of shearers’ quarters, rough mining camps, or by camping—\$32.57 per day.</p> <p>(c) For the purposes of this clause it will be deemed impossible for an employer to obtain accommodation of the type referred to in clause 62.8(a) where it is necessary for the artist to spend more than one and a half hours travelling from the location to the nearest accommodation.</p> <p>(d) Where an artist is required by the employer to perform an engagement interstate commencing before 9.00 am on the first day of engagement and it is impracticable for the artist to travel from</p> | <p>66.3(d) Accommodation allowance</p> <p>(i) An artist required to stay away overnight from their place of residence will be reimbursed by the employer up to the actual cost of suitable accommodation. This provision will not apply where the employer provides suitable accommodation.</p> <p>(ii) Where it is impossible for the employer to obtain suitable accommodation the artist will be paid the following allowances:</p> <ul style="list-style-type: none"> • where accommodation is provided at the standard of a private home, homestead, or hotel with share facilities or where unshared accommodation is not provided—\$8.15 per day; • where accommodation is provided at the standard of air-conditioned caravans or air-conditioned and seweried mining camps—\$16.38 per day; or • where accommodation is provided at the standard of shearers’ quarters, rough mining camps, or by camping—\$32.57 per day. <p>(iii) For the purposes of clause 66.3(d) it will be deemed impossible for an employer to obtain accommodation of the type referred to in clause 66.3(d)(i) where it is necessary for the artist to spend more than one and a half hours travelling from the location to the nearest accommodation.</p> <p>(iv) Where an artist is required by the employer to perform an</p> |

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| <p>home the artist will be reimbursed the actual cost of overnight accommodation. Where an artist is required to perform an engagement interstate finishing after 7.00 pm on the final day of employment the artist will be reimbursed the actual cost of overnight accommodation where it is impracticable for the artist to return home. This provision does not apply where the employer provides suitable accommodation.</p> <p>(e) Where an artist is required by the employer to travel intrastate or to perform an engagement more than 80 km from their place of residence and commence work before 9.00 am on the first day of engagement the employer will reimburse the artist for the actual cost of overnight accommodation. Where an artist is required to perform an engagement more than 80 km from their place of residence and finish work after 6.00 pm on the final day of employment, the employer will reimburse the artist the actual cost of overnight accommodation. This provision does not apply where the employer provides suitable accommodation.</p> <p>(f) If an artist is required to travel to or from an engagement on any day on which they are not being paid for work they will travel at a time which as far as possible will be at a time to suit their convenience and be paid at the hourly equivalent of the relevant daily award rate specified in clause 14—Classifications and minimum wages with a minimum of four hours' payment (meal breaks excluded).</p> <p>(g) An artist will be provided with transport between the pick-up point and place of work if they so require.</p> <p>(h) An artist required by the employer to carry baggage of not less than eight kilograms or which cannot be conveniently carried by the artist by hand, to a location or studio or pick-up point will be reimbursed for the actual cost of taxi or private automobile transport to and from the artist's place of residence. This provision will not apply where the employer provides transport.</p> <p>(i) The artist required to stay overnight from the artist's place of residence will be paid the actual cost of transport both ways between all town or city transport terminals, places of work and places of overnight accommodation. This provision does not apply if the employer provides transport.</p> | <p>engagement interstate starting before 9.00 am on the first day of engagement and it is impracticable for the artist to travel from home the artist will be reimbursed the actual cost of overnight accommodation. Where an artist is required to perform an engagement interstate finishing after 7.00 pm on the final day of employment the artist will be reimbursed the actual cost of overnight accommodation where it is impracticable for the artist to return home. This provision does not apply where the employer provides suitable accommodation.</p> <p>(v) Where an artist is required by the employer to travel intrastate or to perform an engagement more than 80 km from their place of residence and commence work before 9.00 am on the first day of engagement the employer will reimburse the artist for the actual cost of overnight accommodation. Where an artist is required to perform an engagement more than 80 km from their place of residence and finish work after 6.00 pm on the final day of employment, the employer will reimburse the artist the actual cost of overnight accommodation. This provision does not apply where the employer provides suitable accommodation.</p> <p>(vi) If an artist is required to travel to or from an engagement on any day on which they are not being paid for work they will travel at a time which as far as possible will be at a time to suit their convenience and be paid at the hourly equivalent of the relevant daily award rate specified in clause 13—Classifications and minimum wages with a minimum of four hours' payment (meal breaks excluded).</p> <p>(vii) An artist will be provided with transport between the pick-up point and place of work if they require it.</p> <p>(viii) An artist required by the employer to carry baggage of not less than eight kilograms or which cannot be conveniently carried by the artist by hand, to a location or studio or pick-up point will be reimbursed for the actual cost of taxi or private automobile transport to and from the artist's place of residence. This provision will not apply where the employer provides transport.</p> |
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| <p>(j) An artist not required to stay away overnight from their place of residence will be reimbursed the actual cost of taxi or private automobile transport either way as relevant between their place of residence and the place of work as set out below:</p> <p>(i) when the artist’s work commences before 7.00 am or finishes after 7.00 pm (or in the case of daylight saving 8.00 pm) and the place of work is not convenient to the nearest means of regular public transport; or</p> <p>(ii) when an artist commences or finishes work at a time when the normal means of regular transport is not available within 30 minutes of the artist’s commencing or finishing time.</p> <p>This provision will not apply where the employer provides the artist with suitable transport.</p> <p>(k) Payment of allowances pursuant to this clause will be paid to an artist on a day to day basis.</p> | <p>(ix) The artist required to stay overnight from the artist’s place of residence will be paid the actual cost of transport both ways between all town or city transport terminals, places of work and places of overnight accommodation. This provision does not apply if the employer provides transport.</p> <p>(x) An artist not required to stay away overnight from their place of residence will be reimbursed the actual cost of taxi or private automobile transport either way as relevant between their place of residence and the place of work as set out below:</p> <ul style="list-style-type: none"> • when the artist’s work starts before 7.00 am or finishes after 7.00 pm (or in the case of daylight saving 8.00 pm) and the place of work is not convenient to the nearest means of regular public transport; or • when an artist starts or finishes work at a time when the normal means of regular transport is not available within 30 minutes of the artist’s starting or finishing time. <p>This provision will not apply where the employer provides the artist with suitable transport.</p> <p>(xi) Payment of allowances under clause 66.3(d) will be paid to an artist on a day to day basis.</p> |
| <p>62.9 Wardrobe allowance</p> <p>(a) Where an employer requires an employee to provide properties, wigs, footwear and articles of clothing not possessed by the artist and any article of clothing or footwear peculiar to any trade, calling, occupation or sport the artist will be reimbursed up to the actual cost to the artist of providing these items. This provision will not apply where the employer provides these items.</p> <p>(b) The employer will reimburse the employee for the actual cost of maintaining wardrobe in a satisfactory and hygienic condition or for the cost of repairs or replacement resulting from any damage. This provision will not apply where the employer maintains or replaces wardrobe as required.</p> | <p>66.3(e) Wardrobe allowance</p> <p>(i) Where an employer requires an employee to provide properties, wigs, footwear and articles of clothing not possessed by the artist and any article of clothing or footwear peculiar to any trade, calling, occupation or sport the artist will be reimbursed up to the actual cost to the artist of providing these items. This provision will not apply where the employer provides these items.</p> <p>(ii) Where an employer requires an artist to wear footwear and/or civilian dress of a type which is customarily worn by civilians of the present day in Australia the artist may be required to provide such wardrobe if it is already in the artist’s possession. In the event that such wardrobe is not in</p> |

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| <p>(c) Where an employer requires an artist to wear footwear and/or civilian dress of a type which is customarily worn by civilians of the present day in Australia the artist may be required to provide such wardrobe if it is already in the artist’s possession. In the event that such wardrobe is not in the artist’s possession, the artist will be reimbursed up to the actual cost to the artist of providing the items. This will not apply where the employer provides such items.</p> <p>(d) The employer will reimburse the artist for the actual cost of maintaining wardrobe in a satisfactory and hygienic condition or for the cost of repairs or replacement resulting from any damage. This provision will not apply where the employer maintains or replaces wardrobe as required.</p> <p>(e) The employer may elect, as an alternative to its obligation pursuant to clause 62.9(d), to pay the following allowance:</p> <p>(i) in the case of an artist who provides their own formal wear wardrobe (including any special character costume), \$42.80 per outfit for each week or part of a week the artist provides the outfit, such amount to be inclusive of any rental fee; and</p> <p>(ii) in the case of an artist who provides other wardrobe, \$25.50 per outfit for each week or part of a week the artist provides the outfit.</p> <p>For the purpose of clause 62.9(e), week means a period of seven consecutive days calculated from the first day on which an artist provides the wardrobe under clauses 62.9(e)(i) and (ii).</p> | <p>the artist’s possession, the artist will be reimbursed up to the actual cost to the artist of providing the items. This will not apply where the employer provides such items.</p> <p>(iii) The employer will reimburse the employee or artist for the actual cost of maintaining wardrobe in a satisfactory and hygienic condition or for the cost of repairs or replacement resulting from any damage. This provision will not apply where the employer maintains or replaces wardrobe as required.</p> <p>(iv) The employer may elect, as an alternative to its obligation pursuant to clause 66.3(e)(iii), to pay the following allowance:</p> <ul style="list-style-type: none"> • in the case of an artist who provides their own formal wear wardrobe (including any special character costume), \$42.80 per outfit for each week or part of a week the artist provides the outfit, such amount to be inclusive of any rental fee; and • in the case of an artist who provides other wardrobe, \$25.50 per outfit for each week or part of a week the artist provides the outfit. <p>For the purpose of clause 66.3(e)(iv), week means a period of seven consecutive days calculated from the first day on which an artist provides the wardrobe under clause 66.3(e)(iv).</p> |
| <p>62.10 Episode allowance</p> <p>(a) Where an artist is engaged to perform in a serial drama or serial comedy and works in more than five episodes in a week the artist will be paid in addition to the rate of pay for performing in five episodes set out in clause 14.7(d) an allowance of 43.75% of the one and two episode rate for each episode in which that performer works in that week.</p> <p>(b) Where two one-hour programs are produced in a week then for the purposes of this clause and clause 14.7(d) they will be regarded as four episodes in which work is performed in a week.</p> | <p>66.2(e) Episode allowance</p> <p>(i) Where an artist is engaged to perform in a serial drama or serial comedy and works in more than five episodes in a week the artist will be paid in addition to the rate of pay for performing in five episodes set out in clause 13.8(d) an allowance of 43.75% of the one and two episode rate for each episode in which that performer works in that week.</p> <p>(ii) Where two one-hour programs are produced in a week then for the purposes of this clause and clause 13.8(d) they will be regarded as four episodes in which work is performed in</p> |

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| <p>(c) An artist engaged by the day who is required to perform in more than one episode will be paid in accordance with clause 14.7(d).</p> | <p>a week.</p> <p>(iii) An artist engaged by the day who is required to perform in more than one episode will be paid in accordance with clause 13.8(d).</p> |
| <p>62.11 Release allowances payable to performers—feature films only</p> <p>(a) The payment as specified in clause 14—Classifications and minimum wages will entitle the producer to Australian theatrical rights. The producer may acquire additional rights from a performer by the payment of an additional allowance based on the percentage of their ordinary rate of pay set out below to secure the rights to release the film in the following way:</p> <ul style="list-style-type: none"> (i) Australian television rights Not more than four screenings in any one television area over five years —20% (ii) World television rights (excluding any screening on a USA Network) Not more than seven screenings in each or any television area in the world—25% (iii) World theatrical rights—25% (iv) World ancillary rights (as defined) excluding Australia—20% (v) USA Network television rights—50% (vi) Australian ancillary rights—20% <p>(b) The percentage set out in clause 62.11(a) will apply if the producer pays the allowance at the time of the production. If the allowance is not paid at the time of the production, and is paid subsequently, the applicable percentage will be doubled. Any additional screenings are to be the subject of further negotiation.</p> | <p>66.3(e) Release allowances payable to performers—feature films only</p> <p>(i) The payment as specified in clause 13—Classifications and minimum wages will entitle the producer to Australian theatrical rights. The producer may acquire additional rights from a performer by the payment of an additional allowance based on the percentage of their ordinary rate of pay set out below to secure the rights to release the film in the following way:</p> <ul style="list-style-type: none"> • Australian television rights Not more than four screenings in any one television area over five years —20% • World television rights (excluding any screening on a USA Network) Not more than seven screenings in each or any television area in the world—25% • World theatrical rights—25% • World ancillary rights (as defined) excluding Australia—20% • USA Network television rights—50% • Australian ancillary rights—20% <p>(ii) The percentage set out in clause 66.4(i) will apply if the producer pays the allowance at the time of the production. If the allowance is not paid at the time of the production, and is paid subsequently, the applicable percentage will be doubled. Any additional screenings are to be the subject of further negotiation.</p> |

63. Meal breaks and rest breaks**63.1 General**

- (a) If duty commences before 5.30 am the employer will allow a half hour break between 6.30 am and 8.00 am. This break will be considered as time on duty and a breakfast allowance as set out in clause 62.1(b) will be paid unless the employer provides breakfast. Where duty commences between 5.30 am and 7.00 am the employer will pay an allowance as set out in clause 62.1(b) unless breakfast is provided by the employer.
- (b) An artist will be allowed meal periods of not less than half an hour or more than one hour between 12.00 noon and 2.00 pm for lunch and 5.00 pm and 8.00 pm for dinner except in the case of daylight saving when the dinner break will be between 6.00 pm and 9.00 pm. A meal break will not be considered as time on duty. Provided that in any event a meal break will commence not later than five hours from the start of the work session involved.
- (c) If the meal period is not allowed as provided, the normal time of the meal period will be paid for at the rate of time and a half for week days, time and three quarters for Saturdays, double time for Sundays and double time and a half for public holidays. The artist will be permitted to have their usual meal period without deduction as soon as possible after the prescribed meal period.
- (d) Notwithstanding the above where any artist is required to work beyond the time of a second meal break the employer will pay an allowance as set out in clause 62.1(a) unless the employer provides the appropriate meal.
- (e) When overtime duty is performed beyond midnight a supper break of half an hour must be allowed and taken as time on duty. The employer must reimburse the artist at the rate set out in clause 62.1(a) per supper or provide supper.
- (f) Artists will be granted a rest period of 10 minutes during the morning and afternoon of each day. Where the period between meal breaks or between starting time and the first meal break is more than five hours, the rest period will be of 20 minutes duration. No artist will be entitled to more than one rest period during each morning or afternoon.

67. Meal breaks and rest breaks**67.1 General****(a) Breakfast**

- (i) If duty starts before 5.30 am the employer will allow a 30 minute break between 6.30 am and 8.00 am. This break will be considered time on duty.
- (ii) A breakfast allowance as set out in clause 66.3(a)(ii) will be paid unless the employer provides breakfast.
- (iii) Where duty starts between 5.30 am and 7.00 am the employer will pay an allowance as set out in clause 66.3(a)(ii) unless breakfast is provided by the employer.

- (b) Where an artist is required to start work at a time which does not allow them to obtain breakfast at the place of accommodation the employer will pay the artist the amount set out in clause 66.3(a)(ii) or provided with an adequate breakfast.

(c) Lunch and dinner

- (i) An artist will be allowed meal periods of 30 to 60 minutes between:
- Lunch—12.00 noon and 2.00 pm; and
 - Dinner—5.00 pm and 8.00 pm or 6.00 pm and 9.00 pm during daylight savings.
- (ii) A meal break (other than breakfast in clause 67.1(a)) will not be considered as time on duty.
- (iii) A meal break under clause 67.1(c) will commence not later than five hours from the start of the work session involved.

- (d) When proper meals are unavailable or the artist by reason of wearing costume and/or make-up is unable to proceed to a public restaurant etc., the employer will pay the artist the amount as set out in clause 66.3(a)(ii) for lunch and for dinner or provide adequate meals.

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| <p>(g) When proper meals are unavailable or the artist by reason of wearing costume and/or make-up is unable to proceed to a public restaurant etc., the employer will pay the artist the amount as set out in clause 62.1(b) for lunch and for dinner or provide adequate meals.</p> <p>(h) Where an artist is required to start work at a time which does not allow them to obtain breakfast at the place of accommodation the employer will pay the artist the amount set out in clause 62.1(b) or provided with an adequate breakfast.</p> <p>(i) All meal breaks and rest periods are to be uninterrupted and free from hair, wardrobe, make-up, rehearsal calls and other work.</p> <p>(j) A break of 10 clear hours must be allowed between the cessation of work on one day and the commencement of work on the succeeding day provided that in the event of an emergency work may be performed with the consent of the artist within a period of 10 clear hours of the cessation of work in which case the artist will be paid double time for the whole of the period worked until the artist commences the full 10 hours break.</p> <p>(k) Where an artist is scheduled only a single day off in a week the minimum break for that day will be 34 consecutive hours calculated from the time the artist stops work on the day prior to the break. Where an artist does not receive such a break of 34 hours they will be paid at the rate of double time for that period of time worked which is equal to the time by which the 34 hour break was shortened. For the purpose of this clause publicity and/or promotion work will not be regarded as work in a 34 hour break and such work will be paid for at the rate prescribed in clause 62.5.</p> | <p>(e) If the meal period is not allowed the artist will be permitted to have their usual meal period without deduction as soon as possible after the prescribed meal period and the normal time of the meal period will be paid for at:</p> <p>(i) Weekdays—time and a half;</p> <p>(ii) Saturday—time and three quarters;</p> <p>(iii) Sunday—double time; and</p> <p>(iv) Public holiday—double time and a half.</p> <p>(f) An artist required to work beyond the time of a second meal break will be paid an allowance as set out in clause 66.3(a)(i) unless the employer provides the appropriate meal.</p> <p>(g) When overtime duty is performed beyond midnight a supper break of half an hour must be allowed and taken as time on duty. The employer must reimburse the artist at the rate set out in clause 66.3(a)(i) per supper or provide supper.</p> <p>(h) Rest breaks</p> <p>(i) Artists will be granted a rest period of 10 minutes during the morning and afternoon of each day.</p> <p>(ii) Where the period between meal breaks or between starting time and the first meal break is more than five hours, the rest period will be of 20 minutes duration.</p> <p>(iii) No artist will be entitled to more than one rest period during each morning or afternoon.</p> <p>(i) All meal breaks and rest periods are to be uninterrupted and free from hair, wardrobe, make-up, rehearsal calls and other work.</p> <p>(j) A break of 10 clear hours must be allowed between finishing work on one day and starting work on the next day. In the event of an emergency, work may be performed within this 10 hour period with the consent of the artist. If work is performed within this 10 hour period the artist will be paid double time for the whole period worked until the artist starts their 10 hour break.</p> <p>(k) Where an artist is scheduled only a single day off in a week, the minimum break for that day will be 34 consecutive hours calculated from the time the artist stops work on the day prior to</p> |
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| | <p>the break. Where an artist does not receive a break of 34 hours they will be paid at double time for that period of time worked which is equal to the time by which the 34 hour break was shortened. For the purpose of this clause publicity and/or promotion work will not be regarded as work in a 34 hour break and such work will be paid for at the rate prescribed in clause 66.2(d).</p> |
| <p>63.2 Dancers</p> <ul style="list-style-type: none"> (a) A 30 minute warm-up period prior to the commencement of work will be counted as time worked. (b) A rest break of no less than 10 minutes per hour will be granted during all rehearsal/film periods. (c) This provision applies only in circumstances where professional dancers are engaged as such to perform choreographed or unchoreographed dance to a level normally expected of a professional dancer. | <p>67.2 Dancers</p> <ul style="list-style-type: none"> (a) A 30 minute warm-up period prior to the commencement of work will be counted as time worked. (b) A rest break of at least 10 minutes per hour will be granted during all rehearsal/film periods. (c) This provision applies only in circumstances where professional dancers are engaged as such to perform choreographed or unchoreographed dance to a level normally expected of a professional dancer. |
| <p>64. Overtime</p> <p>64.1 An employee will work overtime as an employer may reasonably require.</p> <p>64.2 For half daily engagements time worked in excess of four hours will be paid for at the appropriate overtime rate.</p> <p>64.3 Television other than television programs</p> <ul style="list-style-type: none"> (a) For all time worked in excess of eight hours per day other than on Sunday or public holidays payment will be made at the rate of time and a half for the first two hours and double time after that. (b) Overtime and penalty rates will be based on the employee's ordinary rate of pay. | <p>68. Overtime</p> <p>68.1 An employee will work overtime as an employer may reasonably require.</p> <p>68.2 For half daily engagements time worked in excess of four hours will be paid for at the appropriate overtime rate.</p> <p>68.3 Television other than television programs</p> <ul style="list-style-type: none"> (a) For all time worked in excess of eight hours per day other than on Sunday or public holidays payment will be at time and a half for the first two hours and double time after that. (b) Overtime and penalty rates will be based on the employee's ordinary rate of pay. |

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| <p>64.4 Feature films</p> <p>(a) For all time worked in excess of eight hours per day on Monday to Friday or 38 hours per week payment will be made at the rate of time and a half for the first three hours and double time after that. For purposes of calculating overtime payments each day's overtime will stand alone.</p> <p>(b) Where ordinary hours of work are worked on a Saturday such ordinary hours will not exceed eight hours exclusive of meal breaks and will be paid for at the rate of time and a quarter. Where overtime is worked on a Saturday following the working of ordinary hours of work the rate of payment of such overtime will be time and three quarters for the first three hours and double time after that.</p> <p>(c) Where overtime is worked on a Saturday which does not follow or is not continuous with the working of ordinary hours of work (i.e. where Saturday is a sixth or seventh day of the week) it will be paid for at the rate of time and half for the first three hours and double time after that.</p> <p>(d) For all work performed between 11.00 pm and 6.30 am a penalty rate of 25% will be paid for each hour so worked.</p> <p>(e) Provided that where the work is performed between midnight Friday and 6.30 am Saturday, or between 8.00 pm and midnight Saturday, the penalty will be 50%.</p> | <p>68.4 Feature films</p> <p>(a) For all time worked in excess of eight hours per day on Monday to Friday or 38 hours per week payment will be made at time and a half for the first three hours and double time after that.</p> <p>(b) For purposes of calculating overtime payments each day's overtime will stand alone.</p> <p>(c) Where ordinary hours of work are worked on a Saturday such ordinary hours will not exceed eight hours exclusive of meal breaks and will be paid for at time and a quarter. Where overtime is worked on a Saturday following the working of ordinary hours of work the rate of payment of the overtime will be time and three quarters for the first three hours and double time after that.</p> <p>(d) Where overtime is worked on a Saturday which does not follow or is not continuous with the working of ordinary hours of work (i.e. where Saturday is a sixth or seventh day of the week) it will be paid for at time and half for the first three hours and double time after that.</p> <p>(e) For all work performed between 11.00 pm and 6.30 am a penalty rate of 25% will be paid for each hour so worked.</p> <p>(f) Where the work is performed between midnight Friday and 6.30 am Saturday, or between 8.00 pm and midnight Saturday, the penalty will be 50%.</p> |
| <p>64.5 All other content</p> <p>(a) For all work performed between 8.00 pm and 7.00 am a penalty rate of 25% will be paid for each hour so worked.</p> <p>(b) Provided that where the work is performed between midnight Friday and 7.00 am Saturday, or between 8.00 pm and midnight Saturday, the penalty will be 50%.</p> <p>(c) For all time worked in excess of eight hours per day on Monday to Friday or 38 hours per week payment will be made at the rate of time and a half for the first three hours and double time after that. For purposes of calculating overtime payments each day's overtime</p> | <p>68.5 All other content</p> <p>(a) For all work performed between 8.00 pm and 7.00 am a penalty rate of 25% will be paid for each hour worked.</p> <p>(b) Provided that where the work is performed between midnight Friday and 7.00 am Saturday, or between 8.00 pm and midnight Saturday, the penalty will be 50%.</p> <p>(c) For all time worked in excess of eight hours per day on Monday to Friday or 38 hours per week payment will be made at time and a half for the first three hours and double time after that.</p> |

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| <p>will stand alone.</p> <p>(d) Where an artist is rostered a day free of duty between Monday and Friday they may be worked on Saturday as part of their ordinary hours of work. Where ordinary hours of work are worked on a Saturday such ordinary hours must not exceed eight hours exclusive of meal breaks and will be paid for at the rate of time and a quarter. Where overtime is worked on a Saturday following the working of ordinary hours of work the rate of payment of such overtime will be time and three quarters for the first three hours and double time after that.</p> <p>(e) Where overtime is worked on a Saturday which does not follow or is not continuous with the working of ordinary hours of work (i.e. where Saturday is a sixth or seventh day of the week) it will be paid for at the rate of time and half for the first three hours and double time after that.</p> | <p>(d) For purposes of calculating overtime payments each day's overtime will stand alone.</p> <p>(e) Where an artist is rostered a day free of duty between Monday and Friday they may be worked on Saturday as part of their ordinary hours of work. Where ordinary hours of work are worked on a Saturday such ordinary hours must not exceed eight hours exclusive of meal breaks and will be paid for at time and a quarter. Where overtime is worked on a Saturday following the working of ordinary hours of work the rate of payment of this overtime will be time and three quarters for the first three hours and double time after that.</p> <p>(f) Where overtime is worked on a Saturday which does not follow or is not continuous with the working of ordinary hours of work (i.e. where Saturday is a sixth or seventh day of the week) it will be paid for at time and half for the first three hours and double time after that.</p> |
| <p>64.6 General (applicable to all productions)</p> <p>Overtime will not be paid twice for the same time worked and will be paid for to the nearest half hour.</p> | <p>68.6 General (applicable to all productions)</p> <p>Overtime will not be paid twice for the same time worked and will be paid for to the nearest half hour.</p> |
| <p>65. Penalty rates</p> <p>65.1 Sunday work</p> <p>All time worked on a Sunday will be paid at double time.</p> | <p>69. Penalty rates</p> <p>69.1 Sunday work</p> <p>All time worked on a Sunday will be paid at double time.</p> |
| <p>65.2 Postponement</p> <p>(a) Advertising films</p> <p>(i) A call may be postponed without payment if three days' notice is given, or if the postponement is the result of late arrival or non-attendance of an employee under this award.</p> <p>(ii) Postponement which is the result of unsuitable weather conditions for the filming of a particular call will attract:</p> <ul style="list-style-type: none"> • no payment for the first such postponement; | <p>69.2 Postponement</p> <p>(a) Advertising films</p> <p>(i) A call may be postponed without payment if three days' notice is given, or if the postponement is the result of late arrival or non-attendance of an employee.</p> <p>(ii) Postponement which is the result of unsuitable weather conditions for the filming of a particular call will attract:</p> <ul style="list-style-type: none"> • no payment for the first postponement; |

- payment of 25% of ordinary rates for the second, fourth, sixth, etc. such postponement; and
- payment for 50% of ordinary rates for the third, fifth, seventh, etc. such postponement.

(b) Other content

- (i)** A call may be postponed without payment to the artist provided that not less than seven days' notice has been given to the artist prior to the time of the original call.
- (ii)** Should less than seven days but five days or more notice of such alteration be given the artist will be paid 16.66% of their ordinary rate calculated on a daily basis for such altered call.
- (iii)** Should less than five days but two days or more notice of such alteration be given the artist will be paid 33.33% of their ordinary rate calculated on a daily basis for such altered call.
- (iv)** Should less than 48 hours' notice but more than 24 hours' notice of such alteration be given the artist will be paid 50% of their ordinary rate, calculated on a daily basis for such altered call.
- (v)** In the event that less than 24 hours' notice is given the artist will be paid 75% of their ordinary rate calculated on a daily basis for such altered call.
- (vi)** Where an artist has been booked and no work is performed on that day due to weather conditions the artist will be paid:
 - 50% of their ordinary rate, calculated on a daily basis for such day if the artist had not been required to attend the place of work; or
 - 75% of the ordinary rate if the artist has attended the place of work.

Provided that if the artist has attended the place of work and:

- payment of **25%** of ordinary rates for the second, fourth, sixth, etc. postponement; and
- payment of **50%** of ordinary rates for the third, fifth, seventh, etc. postponement.

(b) Other content

- (i)** A call may be postponed without payment to the artist provided that at least seven days' notice has been given to the artist prior to the time of the original call.
- (ii)** If less than seven days' notice is provided the artist will be paid the following percentage of their ordinary rate calculated on a daily basis:

| Notice provided | % of ordinary rate |
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| Between 5 and 6 days (inclusive) | 16.66 |
| Between 2 and 4 days (inclusive) | 33.33 |
| Between 24 hours and less than 48 hours | 50 |
| Less than 24 hours | 75 |

- (iii)** Where an artist has been booked and no work is performed on that day due to weather conditions the artist will be paid:
 - **50%** of their ordinary rate, calculated on a daily basis for such day if the artist had not been required to attend the place of work; or
 - **75%** of their ordinary rate if the artist has attended the place of work.

If the artist has attended the place of work and:

 - was not advised of the postponement prior to the start of the call; or

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| <ul style="list-style-type: none"> • was not advised of the postponement prior to the commencement of the call; or • the place of the call was more than 20 km from the GPO, the artist will receive the ordinary rate in full. <p>(c) Calls substituted for the postponed call will be paid for at the rate for the original call.</p> | <ul style="list-style-type: none"> • the place of the call was more than 20 km from the GPO, the artist will receive their ordinary rate in full. <p>(c) Calls substituted for the postponed call will be paid for at the rate for the original call.</p> |
| <p>65.3 Public holidays</p> <p>If by reason of any of the public holidays being a weekday on which no work is done, an artist engaged by the week will be credited with eight hours work for each such holiday and their wage for the week paid without deduction.</p> | <p>69.3 Public holidays</p> <p>If by reason of any of the public holidays being a weekday on which no work is done, a full-time or part-time artist will be credited with eight hours work for each holiday and their wage for the week paid without deduction.</p> |
| <p>66. Lay days</p> <p>If an artist is required to stay away overnight from their place of residence but is not required to work (not being their usual day off) the artist will receive their ordinary rate for each day, unless such artist is engaged on a weekly basis.</p> | <p>70. Lay days</p> <p>If an artist is required to stay away overnight from their place of residence but is not required to work (not being their usual day off) the artist will receive their ordinary rate for each day, unless the artist is engaged on a weekly basis.</p> |
| <p>Part 11—Musicians</p> <p>67. Hours of work</p> <p>67.1 The ordinary hours of work of a casual musician employed in television will be not less than a call of three hours and not more than a call of eight hours on any one day, excluding meal breaks.</p> <p>67.2 In all other cases the duration of a call will not exceed three hours and will include all intervals and breaks as time worked. All time worked in excess of three hours will be paid at the appropriate overtime rate.</p> | <p>Part 12—Musicians</p> <p>71. Hours of work</p> <p>71.1 The ordinary hours of work of a casual musician employed in television will be a call of between three and eight hours on any one day, excluding meal breaks.</p> <p>71.2 In all other cases the duration of a call will not exceed three hours and will include all intervals and breaks as time worked. All time worked in excess of three hours will be paid at the appropriate overtime rate.</p> |
| <p>68. Terms of engagement</p> <p>68.1 The terms of engagement of a musician employed in the making of feature films, documentaries, telemovies and television mini-series will be specified by the producer when the engagement is made, confirmed in writing and forwarded to the musicians where possible at least 48 hours before recording call commences.</p> | <p>72. Terms of engagement</p> <p>72.1 The terms of engagement of a musician employed in the making of feature films, documentaries, telemovies and television mini-series will be specified by the producer when the engagement is made, confirmed in writing and forwarded to the musicians where possible at least 48 hours before recording call commences.</p> |

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| <p>68.2 The employer will specify in writing as part of the terms of engagement the details of work to be performed by the musician including:</p> <ul style="list-style-type: none"> (a) the production title, the production company and the employer's name; (b) the instrument to be played, if doubling is required, and in the case of a session singer the type of work required by the employee (e.g. doubling, harmonising, original track); (c) the hours and days required to work; (d) the fees to be paid; and (e) whether the engagement is for auditioning or demonstration purposes. <p>68.3 At least 48 hours' notice will be given by the employer of the cancellation or postponement of a recording call, failing which payment in full will be made.</p> <p>68.4 Finished recording will be made in multiples of seven minutes per hour in the aggregate with not more than 21 minutes of finished recording, paid at the ordinary time rate of pay, to be made in the first three hours.</p> <p>68.5 A call will be deemed to have started at the time notified by the employer but, should all members of the orchestra not be present and ready to commence at the time so notified by the employer as the starting time, the call will be deemed to have started only when the entire orchestra actually commences.</p> | <p>72.2 The employer will specify in writing as part of the terms of engagement the details of work to be performed by the musician including:</p> <ul style="list-style-type: none"> (a) the production title, the production company and the employer's name; (b) the instrument to be played, if doubling is required, and in the case of a session singer the type of work required by the employee (e.g. doubling, harmonising, original track); (c) the hours and days required to work; (d) the fees to be paid; and (e) whether the engagement is for auditioning or demonstration purposes. <p>72.3 At least 48 hours' notice will be given by the employer of the cancellation or postponement of a recording call, failing which payment in full will be made.</p> <p>72.4 Finished recording will be made in multiples of seven minutes per hour in the aggregate with not more than 21 minutes of finished recording, paid at the ordinary time rate of pay, to be made in the first three hours.</p> <p>72.5 A call will be deemed to have started at the time notified by the employer but, should all members of the orchestra not be present and ready to commence at the time notified by the employer as the starting time, the call will be deemed to have started only when the entire orchestra actually commences.</p> |
| <p>69. Meal breaks and rest breaks</p> <p>69.1 A musician will be entitled to a break of not less than 15 minutes in each call. Such break to be taken at a time to be mutually agreed and will count as time worked.</p> <p>69.2 An employee whose ordinary hours of call on any one day exceed five hours will be allowed a meal break no later than at the end of each five hours of work, such meal break to be not less than half or more than one hour, or in the case of a session singer, one hour. A meal break will not be counted as time worked.</p> | <p>73. Meal breaks and rest breaks</p> <p>73.1 A musician will be entitled to a break of not less than 15 minutes in each call. This break will be taken at a time mutually agreed and will count as time worked.</p> <p>73.2 An employee whose ordinary hours of call on any one day exceed five hours will be allowed a meal break no later than at the end of each five hours of work. The meal break will be between 30 and 60 minutes, or if the employee is a session singer, 60 minutes. A meal break will not be counted as time worked.</p> |

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| <p>69.3 An employee will be allowed a break of 10 consecutive hours between the time the employee ceases work on a day and the time the employee next starts work. If the employee starts without having received the break, the employee will be paid at the rate of double time of their ordinary rate until the employee receives such a break.</p> | <p>73.3 An employee will be allowed a break of 10 consecutive hours between the time the employee finishes work on one day and the time the employee next starts work. If the employee starts without having received the break, the employee will be paid at double their ordinary rate until the employee receives a 10 hour break.</p> |
| <p>70. Allowances</p> <p>70.1 Travel allowances</p> <p>(a) An employee required by the employer to travel by train, ship or aircraft will be reimbursed the actual cost of such travel. This provision will not apply where the employer provides and the employee elects to use employer provided transport.</p> <p>(b) An employee required by the employer to travel will be reimbursed the actual cost of a first class ticket for train (including sleeping accommodation), ship or in the case of aircraft, economy class ticket, to the required destination. This provision will not apply where the employer provides and the employee elects to use employer provided transport.</p> <p>(c) An employee required by the employer to stay away overnight from their usual place of residence will be reimbursed by the employer the actual cost of suitable accommodation. This provision will not apply where the employer provides suitable accommodation.</p> <p>(d) An employee when travelling during meal breaks will be paid an allowance of \$13.35 for breakfast, \$19.85 for lunch and \$26.35 for dinner. This does not apply where the employer provides a meal.</p> <p>(e) An employee required by the employer to perform in an engagement either interstate from their ordinary place of residence or at a location which involves the employee travelling a like or similar distance will be reimbursed the actual cost of return transport in accordance with clause 70.1(a). This provision will not apply where the employer provides such transport.</p> <p>(f) An employee required by the employer to stay away overnight from their ordinary place of residence will be reimbursed the actual cost of all transport both ways between all town or city transport</p> | <p>74. Allowances</p> <p>74.1 Employers must pay to a musician the allowances the employee is entitled to under this clause. See Schedule I for a summary of monetary allowances and method of adjustment.</p> <p>74.2 Expense-related allowances</p> <p>(a) Travel allowances</p> <p>(i) An employee required by the employer to travel by train, ship or aircraft will be reimbursed the actual cost of this travel. This provision will not apply where the employer provides and the employee elects to use employer provided transport.</p> <p>(ii) An employee required by the employer to travel will be reimbursed the actual cost of a first class ticket for train (including sleeping accommodation), ship or in the case of aircraft, economy class ticket, to the required destination. This provision will not apply where the employer provides and the employee elects to use employer provided transport.</p> <p>(iii) An employee required by the employer to stay away overnight from their usual place of residence will be reimbursed by the employer the actual cost of suitable accommodation. This provision will not apply where the employer provides suitable accommodation.</p> <p>(iv) When travelling during meal breaks an employee will be paid an allowance of \$13.35 for breakfast, \$19.85 for lunch and \$26.35 for dinner. This does not apply where the employer provides a meal.</p> <p>(v) An employee required by the employer to perform in an engagement either interstate from their ordinary place of</p> |

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| <p>terminals, places of work and places of overnight accommodation. This provision will not apply where the employer provides such transport.</p> <p>(g) An employee not required to stay away from their place of residence will be provided with taxi or private automobile transport either way as relevant between the place of residence and the place of work or to be paid the cost of same in any of the following circumstances:</p> <p>(i) when an employee’s work commences before 8.00 am or finishes after 8.00 pm (9.00 pm daylight saving) and the place is not convenient to the nearest means of regular public transport; or</p> <p>(ii) when an employee commences or finishes work at a time that the normal means of regular transport are not available within 30 minutes of the employee’s commencing or finishing time.</p> | <p>residence or at a location which involves the employee travelling a like or similar distance will be reimbursed the actual cost of return transport in accordance with clause 74.2(a)(i). This provision will not apply where the employer provides transport.</p> <p>(vi) An employee required by the employer to stay away overnight from their ordinary place of residence will be reimbursed the actual cost of all transport both ways between all town or city transport terminals, places of work and places of overnight accommodation. This provision will not apply where the employer provides transport.</p> <p>(vii) An employee not required to stay away from their place of residence will be provided with taxi or private automobile transport either way as relevant between the place of residence and the place of work or to be paid the cost of same in any of the following circumstances:</p> <ul style="list-style-type: none"> • when an employee’s work commences before 8.00 am or finishes after 8.00 pm (9.00 pm daylight saving) and the place is not convenient to the nearest means of regular public transport; or • when an employee starts or finishes work at a time that the normal means of regular transport are not available within 30 minutes of the employee’s starting or finishing time. |
| <p>70.2 Other allowances</p> <p>(a) Principal players as defined in Schedule G—Musicians will be paid an additional amount of 25% of the minimum rate per call.</p> <p>(b) Doubling—a musician required to play more than one instrument and a session singer required to multi-track the same line of music, will be paid an additional amount of 25% of the minimum rate per additional instrument per call.</p> <p>(c) Overdubbing—where a producer requires a musician to play additional parts or a session singer is required to multi-track a different line of music, the musician will be paid an additional</p> | <p>74.3 Other allowances</p> <p>(a) Principal players as defined in Schedule G—Musicians will be paid an additional amount of 25% of the minimum rate per call.</p> <p>(b) Doubling—a musician required to play more than one instrument and a session singer required to multi-track the same line of music, will be paid an additional amount of 25% of the minimum rate per additional instrument per call.</p> <p>(c) Overdubbing—where a producer requires a musician to play additional parts or a session singer is required to multi-track a different line of music, the musician will be paid an additional</p> |

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| <p>minimum call of three hours' duration.</p> <p>(d) Leaders as defined in Schedule G—Musicians will be paid an additional amount of 33.3% of the total minimum call rate.</p> | <p>minimum call of three hours' duration.</p> <p>(d) Leaders as defined in Schedule G—Musicians will be paid an additional amount of 33.3% of the total minimum call rate.</p> |
| <p>71. Overtime</p> <p>71.1 Any time worked in excess of an initial three hour call will be paid at the rate of time and a half for two hours and then double time, and will be calculated in segments of 15 minutes.</p> <p>71.2 Any time worked in excess of the initial three hour call for purpose of recording material in excess of 21 minutes will be paid at the rate of time and a half, with a minimum payment as for one hour.</p> <p>71.3 All time worked in excess of the ordinary hours of an engagement on any one day will be paid for at the rate of time and a half for the first four hours and double time after that, to be calculated to the nearest quarter of an hour.</p> | <p>75. Overtime</p> <p>75.1 Any time worked in excess of an initial three hour call will be paid at 150% of minimum hourly rate for two hours and 200% of minimum hourly rate after that, and will be calculated in segments of 15 minutes.</p> <p>75.2 Any time worked in excess of the initial three hour call for purpose of recording material in excess of 21 minutes will be paid at 150% of minimum hourly rate, with a minimum payment as for one hour.</p> <p>75.3 All time worked in excess of the ordinary hours of an engagement on any one day will be paid at 150% of minimum hourly rate for the first four hours and 200% of minimum hourly rate after that, to be calculated to the nearest quarter of an hour.</p> |
| <p>72. Penalty rates</p> <p>72.1 Sundays</p> <p>All work performed on Sunday will be paid for at double time.</p> <p>72.2 Public holidays</p> <p>(a) All work performed on public holidays will be paid at double the minimum rate for work performed on an ordinary day, with a minimum payment as for four hours.</p> <p>(b) Casual employees will be paid for work on public holidays at double the ordinary rate of pay plus the 25% casual loading (calculated on the ordinary rate of pay).</p> <p>72.3 Session singers</p> <p>(a) All work excluding live recordings performed on public holidays will be paid for at the rate of double time and a half.</p> <p>(b) Should the recording in any one session total more than 21 minutes, a loading of 25% of the performer's session fee in that session will</p> | <p>76. Penalty rates</p> <p>76.1 Sundays</p> <p>All work performed on Sunday will be paid for at double time.</p> <p>76.2 Public holidays</p> <p>(a) All work performed on public holidays will be paid at 200% of the minimum hourly rate for work performed on an ordinary day, with a minimum payment of four hours.</p> <p>(b) Casual employees will be paid for work on public holidays at 200% of minimum hourly rate of pay plus the 25% casual loading (calculated on the ordinary rate of pay).</p> <p>76.3 Session singers</p> <p>(a) All work excluding live recordings performed on public holidays will be paid for at double time and a half.</p> <p>(b) Should the recording in any one session total more than 21 minutes, a loading of 25% of the performer's session fee in that</p> |

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| <p>be paid for each additional three minutes or part thereof.</p> <p>(c) For all work performed between 11.00 pm and 8.00 am, a penalty rate of 25% will be paid for each hour so worked. Provided that where the work is performed between midnight Friday and 7.00 am Saturday or between 8.00 pm and midnight Saturday, the penalty rate will be 50%.</p> <p>(d) An employee required to perform as an Ensemble singer must receive a penalty of 100% of the minimum session as set out in clause 14.11.</p> | <p>session will be paid for each additional three minutes or part thereof.</p> <p>(c) For all work performed between 11.00 pm and 8.00 am, a penalty rate of 25% will be paid for each hour so worked. Where the work is performed between midnight Friday and 7.00 am Saturday or between 8.00 pm and midnight Saturday, the penalty rate will be 50%.</p> <p>(d) An employee required to perform as an Ensemble singer must receive a penalty of 100% of the minimum session as set out in clause 13.12.</p> |
| <p>Part 12—Motion Picture Production</p> <p>73. Hours of Work</p> <p>73.1 Ordinary hours of work for full-time employees will average 38 hours each week, which will by agreement between the employer and employees be worked on one of the following bases:</p> <p>(a) in days of up to 10 hours each over five days between Monday to Saturday, such hours to be worked continuously with the exception of meal breaks; or</p> <p>(b) by agreement with a majority of employees by any other arrangement to a maximum of 152 hours per 28 day cycle.</p> <p>73.2 All time worked on a Sunday will be overtime and paid in accordance with clause 76—Overtime of this award.</p> <p>73.3 Except when living away from home and working on location, hours of work will commence and finish at a nominated place of call. A nominated place of call for the purposes of this award will mean, in the case of a capital city, a place nominated by the employer within 25 km of the GPO of such capital city or in other cases, a place nominated by the employer within 25 km of the employer’s usual place of business.</p> <p>73.4 When living away from home and working on location, hours of work will commence and finish at the place where the employee is provided with accommodation.</p> | <p>Part 13—Motion Picture Production</p> <p>77. Hours of work</p> <p>77.1 Ordinary hours of work for full-time motion picture production employees will average 38 hours each week, which will by agreement between the employer and employees be worked on one of the following bases:</p> <p>(a) in days of up to 10 hours each over five days between Monday to Saturday, such hours to be worked continuously with the exception of meal breaks; or</p> <p>(b) by agreement with a majority of employees by any other arrangement to a maximum of 152 hours per 28 day cycle.</p> <p>77.2 All time worked on a Sunday will be overtime and paid in accordance with clause 80—Overtime.</p> <p>77.3 Except when living away from home and working on location, hours of work will start and finish at a nominated place of call. A nominated place of call for the purposes of Part 13 of this award will mean, in the case of a capital city, a place nominated by the employer within 25 km of the GPO of such capital city or in other cases, a place nominated by the employer within 25 km of the employer’s usual place of business.</p> <p>77.4 When living away from home and working on location, hours of work will commence and finish at the place where the employee is provided with accommodation.</p> |

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| <p>74. Breaks between shifts</p> <p>74.1 The following breaks will be given, or the penalties prescribed in clause 74.2 will be paid.</p> <p>(a) In the case of two consecutive days worked—10 clear hours between the finish of one day’s work and the commencement of the next day’s work.</p> <p>(b) In the case of a single day off—34 clear hours between the finish of work prior to the day off and the commencement of work following the day off.</p> <p>74.2 Any employee required to commence work at such time that the employee does not receive the breaks prescribed in clause 74.1 will be paid single time additional for all time actually worked after that until such time as the employee receives a break as set out in that clause.</p> | <p>78. Breaks between shifts</p> <p>78.1 The following breaks will be given, or the penalties prescribed in clause 78.2 will be paid.</p> <p>(a) In the case of two consecutive days worked—10 clear hours between the finish of one day’s work and the start of the next day’s work.</p> <p>(b) In the case of a single day off—34 clear hours between the finish of work prior to the day off and the start of work following the day off.</p> <p>78.2 Any employee required to commence work without receiving a break as prescribed in clause 78.1 will be paid an additional 100% of the minimum hourly rate for all time actually worked after the break was to be taken until the employee receives a break as set out in clause 78.1.</p> |
| <p>75. Meal Breaks</p> <p>75.1 Meal breaks will commence not later than five hours from the start of the work session or the end of the last meal break, whichever is the later.</p> <p>75.2 If the meal break is not allowed as provided by this clause the normal time of the meal break will be paid at the following rates:</p> <p>(a) for week days—time and a half of the ordinary rate;</p> <p>(b) for Saturdays—time and three quarters;</p> <p>(c) for Sundays—double time; and</p> <p>(d) for public holidays—double time and a half.</p> <p>The employee will be permitted to have their usual meal break without deduction from their ordinary rate of pay as soon as possible after the prescribed meal break.</p> <p>75.3 Notwithstanding the above where any employee is required to work beyond the time of their second meal break such meal will be provided by the employer or the appropriate allowance will be paid to the employee by the employer.</p> | <p>79. Meal breaks</p> <p>79.1 Meal breaks will start no later than five hours from the start of the work session or the end of the last meal break, whichever is later.</p> <p>79.2 If the meal break is not allowed as provided by this clause the normal time of the meal break will be paid at the following rates:</p> <p>(a) week days—150% of the minimum hourly rate;</p> <p>(b) Saturdays—175% of the minimum hourly rate;</p> <p>(c) Sundays—200% of the minimum hourly rate; and</p> <p>(d) public holidays—250% of the minimum hourly rate.</p> <p>The employee will be permitted to have their usual meal break without deduction from their ordinary rate of pay as soon as possible after the prescribed meal break.</p> <p>79.3 Where an employee is required to work beyond the time of their second meal break a meal will be provided by the employer or the appropriate allowance in clause 83.2(a) will be paid to the employee by the employer.</p> |

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| <p>75.4 When overtime duty is performed beyond midnight a supper break of half an hour must be allowed and taken as time on duty. The employer must provide supper or reimburse the employee as per clause 79.1 of this award.</p> | <p>79.4 When overtime duty is performed after midnight a supper break of 30 minutes must be allowed and taken as time on duty. The employer must provide supper or reimburse the employee as per clause 83.1.</p> |
| <p>76. Overtime</p> <p>76.1 Overtime will be classified as scheduled or unscheduled in accordance with the provisions of this clause.</p> <p>76.2 Scheduled overtime is overtime which an employee has agreed to work and for which the employer has agreed to pay (whether worked or not) at the commencement of an engagement.</p> <p>76.3 Scheduled overtime may be contracted as follows:</p> <p>(a) where a five-day week is worked scheduled overtime up to a maximum of two hours per day may be contracted for; or</p> <p>(b) where a six-day week is worked, scheduled overtime up to a maximum of two hours per day for each day between Monday and Friday inclusive and up to a maximum of 10 hours on Saturday may be contracted for.</p> <p>76.4 Subject to other penalties prescribed in this award, payment for all overtime will be made as follows:</p> <p>(a) Monday to Saturday—time and a half for the first two hours and double time after that; or</p> <p>(b) Sunday—double time; and</p> <p>(c) any time worked on any day in excess of 12 hours—triple time.</p> <p>76.5 Where overtime is worked on a day on which ordinary hours are not worked, payment will be made as for a minimum of four hours worked.</p> <p>76.6 Any employee recalled to work after leaving the employer’s premises will be paid for a minimum of three hours work at the appropriate overtime rate.</p> | <p>80. Overtime</p> <p>80.1 Overtime will be classified as scheduled or unscheduled in accordance with clause 80.</p> <p>80.2 Scheduled overtime is overtime which an employee has agreed to work and for which the employer has agreed to pay (whether worked or not) at the start of an engagement.</p> <p>80.3 Scheduled overtime may be contracted as follows:</p> <p>(a) where a five-day week is worked scheduled overtime up to a maximum of two hours per day may be contracted for; or</p> <p>(b) where a six-day week is worked, scheduled overtime up to a maximum of two hours per day for each day between Monday and Friday inclusive and up to a maximum of 10 hours on Saturday may be contracted for.</p> <p>80.4 Subject to other penalties prescribed in this award, payment for all overtime will be made as follows:</p> <p>(a) Monday to Saturday—150% of the minimum hourly rate for the first two hours and 200% of the minimum hourly rate after that;</p> <p>(b) Sunday—200% of the minimum hourly rate; and</p> <p>(c) any time worked on any day in excess of 12 hours—300% of the minimum hourly rate.</p> <p>80.5 Where overtime is worked on a day on which ordinary hours are not worked, payment will be made as for a minimum of four hours worked.</p> <p>80.6 Any employee recalled to work after leaving the employer’s premises will be paid for a minimum of three hours’ work at the appropriate overtime rate.</p> |

77. Calculations of penalties and provision of rosters

77.1 For the purposes of applying penalties under this Part, the week will be divided into time zones as follows and the loadings indicated will be payable in addition to all other payments including overtime for work performed in the relevant time zones.

| Zone | Time | Loading |
|--------|---|---------|
| Zone A | 7.00 am to 8.00 pm Monday to Friday | Nil |
| Zone B | 8.00 pm to midnight Monday to Thursday 12.01 am to 7.00 am Tuesday to Friday 7.00 am to 8.00 pm* Saturday | 25% |
| Zone C | 8.00 pm to midnight Friday and Saturday 12.01 am to 7.00 am Saturday | 50% |
| Zone D | 12.01 am to 7.00 am** Monday | 100% |

* Save that where an employee contracts to work a six-day week as provided for in clause 76.3(b) of this award the penalty payable for work between 7.00 am and 8.00 pm on a Saturday will be as for Zone A of this clause.

** Save that where no work was performed on either the Saturday or Sunday preceding, the rate applicable for Zone D after 6.00 am will be as for Zone B.

77.2 Penalty and overtime rates will be based on hourly rates calculated from the ordinary time rate on which the employee’s gross agreed remuneration is based. A divisor of 38 will be used for such calculations.

77.3 Calculations will be made per quarter hour and work in excess of five minutes will be taken to the next quarter hour.

81. Calculations of penalties and provision of rosters

81.1 For the purposes of applying penalties under Part 13—Motion Picture Production, the week will be divided into time zones as follows and the loadings indicated will be payable in addition to all other payments including overtime for work performed in the relevant time zones.

| Zone | Time | Loading |
|--------|---|---------|
| Zone A | 7.00 am to 8.00 pm Monday to Friday | Nil |
| Zone B | 8.00 pm to midnight Monday to Thursday 12.01 am to 7.00 am Tuesday to Friday 7.00 am to 8.00 pm* Saturday | 25% |
| Zone C | 8.00 pm to midnight Friday and Saturday 12.01 am to 7.00 am Saturday | 50% |
| Zone D | 12.01 am to 7.00 am** Monday | 100% |

* Except that where an employee contracts to work a six-day week as provided for in clause 80.3(b) of this award the penalty payable for work between 7.00 am and 8.00 pm on a Saturday will be as for Zone A.

** Except that where no work was performed on either the Saturday or Sunday preceding, the rate applicable for Zone D after 6.00 am will be as for Zone B.

81.2 Penalty and overtime rates will be based on hourly rates calculated from the ordinary time rate on which the employee’s gross agreed remuneration is based. A divisor of 38 will be used for such calculations.

81.3 Calculations will be made per quarter hour and work in excess of five minutes will be taken to the next quarter hour.

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| <p>78. Casual employment</p> <p>In addition to the provisions of clause 10.5 the following provisions will apply to casual employees.</p> <p>78.1 Except when hired for one day only, a casual employee not required to work on a second or subsequent day will receive notice of cancellation prior to cessation of ordinary hours of work on the day prior to the next agreed starting time. If such notice is not given the employee will be paid for a minimum of eight hours at the appropriate casual rate.</p> <p>78.2 Casual employees engaged at a location may be employed for a minimum of four hours at the appropriate hourly rate.</p> | <p>82. Casual employment</p> <p>In addition to the provisions of clause 11 the following provisions apply to casual employees.</p> <p>82.1 Except when hired for one day only, a casual employee not required to work on a second or subsequent day will receive notice of cancellation prior to the finishing of ordinary hours of work on the day prior to the next agreed starting time. If this notice is not given the employee will be paid for a minimum of eight hours at the appropriate casual rate.</p> <p>82.2 Casual employees engaged at a location may be employed for a minimum of four hours at the appropriate hourly rate.</p> |
| <p>79. Allowances</p> <p>79.1 Meal allowance</p> <p>(a) Upon location if a satisfactory lunch cannot be obtained by the employee such meal will be provided by the employer or the employee will be paid an amount of \$12.29.</p> <p>(b) Upon location dinner will be provided by the employer or the employee will be paid an amount of \$18.86.</p> <p>(c) When required as per clause 75.4 of this award, supper will be provided by the employer or the employee will be paid an amount of \$12.29.</p> <p>79.2 Laundry allowance</p> <p>When living away from home on location a laundry/dry cleaning allowing of \$8.30 per day will be provided unless agreement is reached between the employer and the employee that the employer will arrange for the laundering of the employee's clothes instead of payment of that allowance.</p> <p>79.3 Reimbursement for facilities</p> <p>Employees will be reimbursed the reasonable cost of obtaining access to proper and sufficient washing and sanitary conveniences, and, except when working on location and living away from home, lockers for the safe storage of clothing and personal effects. This reimbursement will not</p> | <p>83. Allowances</p> <p>83.1 Employers must pay to a motion picture production employee the allowances the employee is entitled to under this clause. See Schedule I for a summary of monetary allowances and method of adjustment.</p> <p>83.2 Expense-related allowances</p> <p>(a) Meal allowance</p> <p>(i) Upon location if a satisfactory lunch cannot be obtained by the employee such meal will be provided by the employer or the employee will be paid an amount of \$12.29.</p> <p>(ii) Upon location dinner will be provided by the employer or the employee will be paid an amount of \$18.86.</p> <p>(iii) When required under clause 79.4, supper will be provided by the employer or the employee will be paid an amount of \$12.29.</p> <p>(b) Laundry allowance</p> <p>When living away from home on location a laundry/dry cleaning allowing of \$8.30 per day will be provided unless agreement is reached between the employer and the employee that the employer will arrange for the laundering of the employee's clothes instead of payment of that allowance.</p> |

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| <p>be payable if the employer provides such facilities.</p> <p>79.4 Accommodation allowance</p> <p>Employees required to stay overnight from their place of residence will be provided with reasonable accommodation. Where this is impossible and an employee is otherwise accommodated, employees will be entitled to the following allowances:</p> <ul style="list-style-type: none"> (a) where accommodation is provided at the standard of a private home, homestead, or hotel with share facilities or where unshared accommodation is not provided—\$8.15 per day; (b) where accommodation is provided at the standard of airconditioned caravans or airconditioned and seweried mining camps—\$16.38 per day; or (c) where accommodation is provided at the standard of shearer’s quarters, rough mining camps, or by camping—\$32.57 per day. | <ul style="list-style-type: none"> (c) Reimbursement for facilities <p>Employees will be reimbursed the reasonable cost of obtaining access to proper and sufficient washing and sanitary conveniences, and, except when working on location and living away from home, lockers for the safe storage of clothing and personal effects. This reimbursement will not be payable if the employer provides such facilities.</p> <ul style="list-style-type: none"> (d) Accommodation allowance <p>Employees required to stay overnight from their place of residence will be provided with reasonable accommodation. Where this is impossible and an employee is otherwise accommodated, employees will be entitled to the following allowances:</p> <ul style="list-style-type: none"> (i) where accommodation is provided at the standard of a private home, homestead, or hotel with share facilities or where unshared accommodation is not provided—\$8.15 per day; (ii) where accommodation is provided at the standard of airconditioned caravans or airconditioned and seweried mining camps—\$16.38 per day; or (iii) where accommodation is provided at the standard of shearer’s quarters, rough mining camps, or by camping—\$32.57 per day. |
| <p>80. Travel</p> <p>80.1 All travel required between the daily commencement of work and the daily conclusion of work including all travel to and from location will be the responsibility of the employer, subject to the provisions of this clause.</p> <p>80.2 All time spent in travelling will be counted as time worked, subject to the provisions of the award.</p> <p>80.3 Where an employee elects, with the written agreement of the employer, to provide their own transport to a location which is at a distance of more than 25 km from the capital city in which the employer’s usual place of</p> | <p>84. Travel</p> <p>84.1 All travel required between the daily start and finish of work including all travel to and from location will be the responsibility of the employer, subject to the provisions of this clause.</p> <p>84.2 All time spent travelling will be counted as time worked, subject to the provisions of the award.</p> <p>84.3 Where an employee elects, with the written agreement of the employer, to provide their own transport to a location which is at a distance of more than 25 km from the capital city in which the employer’s usual</p> |

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| <p>business is located, time spent in travel will be regarded as time worked and will be calculated as between a radius of 25 km from the GPO and the place of location, such distance to be measured on the basis of the shortest practicable route by road between the employer's usual place of business and the location, and the time taken will be calculated on the basis of two minutes for each kilometre of distance between the 25 km radius and the location. If the location is within the 25 km radius the location may be considered the place of call and the employee's time worked may be calculated from their call time at such location.</p> | <p>place of business is located, time spent in travel will be regarded as time worked and will be calculated as between a radius of 25 km from the GPO and the place of location, such distance to be measured on the basis of the shortest practicable route by road between the employer's usual place of business and the location, and the time taken will be calculated on the basis of two minutes for each kilometre of distance between the 25 km radius and the location. If the location is within the 25 km radius the location may be considered the place of call and the employee's time worked may be calculated from their call time at such location.</p> |
| <p>Schedule A —Transitional Provisions <i>Transitional provision - clause removed - obsolete</i></p> | <p><i>Transitional provision - clause removed - obsolete</i></p> |
| <p>Schedule B —Television Broadcasting <i>Provision not reproduced</i></p> | <p>Schedule A—Television Broadcasting <i>Provision not reproduced - correction at A.1.11 (d) only change</i></p> |
| <p>Schedule C—Radio Broadcasting <i>Provision not reproduced - no change</i></p> | <p>Schedule B—Radio Broadcasting <i>Provision not reproduced - no change</i></p> |
| <p>Schedule D —Journalists <i>Provision not reproduced - no change</i></p> | <p>Schedule C —Journalists <i>Provision not reproduced - no change</i></p> |
| <p>Schedule E —Cinema <i>Provision not reproduced</i></p> | <p>Schedule D —Cinema <i>Provision not reproduced</i></p> |
| <p><i>Schedule inserted – proposed new provision</i></p> | <p>Schedule E —Summary of Hourly Rates of Pay—Cinema workers <i>Provision not reproduced</i></p> |
| <p>Schedule F —Actors <i>Provision not reproduced - no change</i></p> | <p>Schedule F —Actors <i>Provision not reproduced - no change</i></p> |
| <p>Schedule G —Musicians <i>Provision not reproduced - no change</i></p> | <p>Schedule G —Musicians <i>Provision not reproduced - no change</i></p> |

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| <p>Schedule H—Motion Picture Production</p> <p><i>Provision not reproduced - no change</i></p> | <p>Schedule H—Motion Picture Production</p> <p><i>Provision not reproduced - no change</i></p> |
| <p><i>Schedule inserted – proposed new provision</i></p> | <p>Schedule I—Summary of Monetary Allowances</p> <p><i>Provision not reproduced</i></p> |
| <p>Schedule I—Supported Wage System</p> <p><i>Provision not reproduced - no change</i></p> | <p>Schedule J—Supported Wage System</p> <p><i>Provision not reproduced - no change</i></p> |
| <p>Schedule J—National Training Wage</p> <p>Appendix J1: Allocation of Traineeships to Wage Levels</p> <p><i>Provision not reproduced</i></p> | <p>Schedule K—National Training Wage</p> <p><i>Current clause D.3.3 has been amended to remove the reference to training programs from 25 June 1997.</i></p> <p>Link to comparison document</p> |
| <p>Schedule K—2016 Part-day Public Holidays</p> <p><i>Provision not reproduced - no change</i></p> | <p>Schedule N—2016 Part-day Public Holidays</p> <p><i>Provision not reproduced - no change</i></p> |
| <p>Schedule L—Agreement to Take Annual Leave in Advance</p> <p><i>Provision not reproduced - no change</i></p> | <p>Schedule L—Agreement to Take Annual Leave in Advance</p> <p><i>Provision not reproduced - no change</i></p> |
| <p>Schedule M—Agreement to Cash Out Annual Leave</p> <p><i>Provision not reproduced - no change</i></p> | <p>Schedule M—Agreement to Cash Out Annual Leave</p> <p><i>Provision not reproduced - no change</i></p> |