

CURRENT AWARD as at 25 November 2016**Live Performance Award 2010****Table of Contents****Part 1— Application and Operation**

1. Title
2. Commencement and transitional
3. Definitions and interpretation
4. Coverage
5. Access to the award and the National Employment Standards
6. The National Employment Standards and this award
7. Award flexibility

Part 2— Consultation and Dispute Resolution

8. Consultation
9. Dispute resolution

Part 3— General Employment Conditions

10. Types of employment
11. Termination of employment
12. Redundancy
13. Classifications and minimum wages
14. General allowances
15. Accident pay
16. Higher duties
17. Payment of wages
18. Superannuation
19. Annual leave

EXPOSURE DRAFT**Live Performance Award 2016****Table of Contents****Part 1— Application and Operation of this Award**

1. Title and commencement
2. The National Employment Standards and this award
3. Definitions
4. Coverage
5. Effect of variations made by the Fair Work Commission
6. Award flexibility
7. Facilitative provisions for flexible working practices

Part 2— General Employment Conditions

8. Types of employment
9. Full-time employment
10. Part-time employment
11. Casual employment
12. Weekly employment
13. Classifications
14. Minimum wages
15. General allowances
16. Superannuation
17. Annual leave
18. Personal/carer's leave and compassionate leave
19. Parental leave and related entitlements
20. Community service leave

20. Personal/carer's leave and compassionate leave	21. Public holidays
21. Community service leave	Part 3— Consultation and Dispute Resolution
22. Public holidays	22. Consultation about major workplace change
Part 4— Performers and Company Dancers	23. Consultation about changes to rosters or hours of work
23. Types of employment	24. Dispute resolution
24. Minimum wages	Part 4— Termination of Employment and Redundancy
25. Special allowances	25. Termination of employment
26. Ordinary hours of work and rostering	26. Redundancy
27. Breaks	27. Transfer to lower paid job on redundancy
28. Overtime and penalty rates	28. Employee leaving during redundancy notice period
Part 5— Musicians	29. Job search entitlement
29. Types of employment	Part 5— Performers and Company Dancers
30. Minimum wages	30. Types of employment
31. Special allowances	31. Minimum wages
32. Ordinary hours of work and rostering	32. Allowances
33. Breaks	33. Ordinary hours of work and rostering
34. Overtime and penalty rates	34. Breaks
Part 6— Striptease Artists	35. Overtime and penalty rates
35. Types of employment	Part 6— Musicians
36. Classifications	36. Types of employment
37. Minimum wages	37. Minimum wages
38. Special allowances	38. Allowances
39. Rostering	39. Ordinary hours of work and rostering
40. Breaks	40. Breaks
41. Overtime and penalty rates	41. Overtime and penalty rates
Part 7— Production and Support Staff	Part 7— Striptease Artists
42. Types of employment	42. Types of employment
43. Minimum wages	43. Classifications

Current award

Proposed Live Performance Award 2016

44. Special allowances	44. Minimum wages
45. Ordinary hours of work and rostering	45. Allowances
46. Breaks	46. Rostering
47. Overtime and penalty rates	47. Breaks
Schedule A —Transitional Provisions	48. Overtime
Schedule B —Classifications	Part 8— Production and Support Staff
Schedule C —Supported Wage System	49. Types of employment
Schedule D —School-based Apprentices	50. Minimum wages
Schedule E —National Training Wage	51. Allowances
Appendix E1: Allocation of Traineeships to Wage Levels	52. Ordinary hours of work and rostering
Schedule F —2016 Part-day Public Holidays	53. Breaks
Schedule G —Agreement to Take Annual Leave in Advance	54. Overtime and penalty rates
Schedule H —Agreement to Cash Out Annual Leave	Schedule A —Classification definitions
	Schedule B —Summary of Monetary Allowances
	Schedule C —Supported Wage System
	Schedule D —School-based Apprentices
	Schedule E —National Training Wage
	Schedule F —Agreement to Take Annual Leave in Advance
	Schedule G —Agreement to Cash Out Annual Leave
	Schedule H —2016 Part-day Public Holiday

<p>Part 1—Application and Operation</p> <p>1. Title</p> <p>This award is the <i>Live Performance 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>Live Performance 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>
---	---

<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>archival and/or reference recording means an audio, visual or audio-visual recording of a performance or rehearsal, which is not used for commercial sale or use or public broadcast and where:</p> <ul style="list-style-type: none"> • the employer and employee agree in writing to make the recording; and • the employer keeps a record of all employees who participate in the recording. <p>An archival and/or reference recording is one which is only made for the purposes of:</p> <p>(a) an historical record or archival reference for use by the employer, rights holders, current employees, students or historians;</p> <p>(b) a performance reference for:</p> <p>(i) a performer/company dancer where more than one performer/company dancer is cast to perform the same role; or</p> <p>(ii) for a musician to enable training and teaching;</p> <p>(c) a guide to recreate the production when it is restaged, revised or in</p>	<p>3. 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 loading, when calculating any penalties or loadings or payment while they are on annual leave (see clauses 54.5 and 54.6)</p> <p>archival and/or reference recording means an audio, visual or audio-visual recording of a performance or rehearsal which is:</p> <p>(a) not used for commercial sale or use or public broadcast and where:</p> <p>(i) the employer and employee agree in writing to make the recording; and</p> <p>(ii) the employer keeps a record of all employees who participate in the recording;</p> <p>(b) is only made for the purposes of:</p> <p>(i) an historical record or archival reference for use by the employer, rights holders, current employees, students or historians;</p> <p>(ii) a performance reference for:</p> <ul style="list-style-type: none"> • a performer/company dancer where more than one performer/company dancer is cast to perform the same role; or

order to remount future productions.

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

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

broken week means a week at the commencement or termination of an employee's employment in which less than the ordinary number of hours of work and/or performance are given.

call means a call or direction by the employer to the employee to attend for work at a particular time or for the purposes of photography, wardrobe or other legitimate reasons

company dancer is an employee of a dance company and who is engaged to perform as part of the company of dancers. A company dancer is able to:

- (a) demonstrate a sound dance technique;
- (b) demonstrate appropriate skills and knowledge for learning, rehearsing and performing dance roles as part of the company of dancers;
- (c) demonstrate an ability to perform in public;
- (d) demonstrate stagecraft skills;
- (e) undertake all responsibilities associated with make-up and costume as required;
- (f) demonstrate musicality as appropriate to performing as a dancer; and
- (g) interpret physically and emotionally the choreographic content of a production.

complete percussion kit includes drum kit, timpani, xylophone, marimba, vibraphone, glockenspiel, military drum, tambour, piccolo snare drum, tenor drum, cymbals, triangle, tambourine, maracas, castanets, woodblocks, plus associated stands and fittings, sticks and beaters

- for a musician to enable training and teaching; and

(iii) a guide to recreate the production when it is restaged, revised or in order to remount future productions.

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

broken week means a week at the start or finish of an employee's employment in which less than the ordinary number of hours of work and/or performance are given

call means a call or direction by the employer to the employee to attend for work at a particular time or for the purposes of photography, wardrobe or other legitimate reasons

company dancer is an employee of a dance company who is engaged to perform as part of the company of dancers. A company dancer is able to:

- (a) demonstrate a sound dance technique;
- (b) demonstrate appropriate skills and knowledge for learning, rehearsing and performing dance roles as part of the company of dancers;
- (c) demonstrate an ability to perform in public;
- (d) demonstrate stagecraft skills;
- (e) undertake all responsibilities associated with make-up and costume as required;
- (f) demonstrate musicality as appropriate to performing as a dancer; and
- (g) interpret physically and emotionally the choreographic content of a production.

complete percussion kit includes drum kit, timpani, xylophone, marimba, vibraphone, glockenspiel, military drum, tambour, piccolo snare drum, tenor drum, cymbals, triangle, tambourine, maracas, castanets, woodblocks, plus associated stands and fittings, sticks and beaters

crewing services employer means an employer that provides casual staff

crewing services employer means an employer that provides casual staff at concert and other venues where employees undertake work that involves the transportation, setting up, operation and dismantling of sound, lighting and associated equipment but does not include employees of venues, producers, promoters or sound and/or lighting companies

dance company means an organisation of dancers and associated personnel created to primarily perform repertory dance productions. A dance company will usually engage dancers (Company Dancers) who will undergo training and class work in addition to preparation for repertoire and other dance productions and will be subject to the direction of a resident choreographer/s and/or artistic director/s. Dancers engaged by a dance company will usually progress through a classification structure based on years of training and professional experience.

doubling means when a musician is required to play one or more additional instruments in the same call other than the instrument for which the musician is primarily employed

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

engaged by the week means being engaged for at least a week of employment

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

at concert and other venues where employees undertake work that involves the transportation, setting up, operation and dismantling of sound, lighting and associated equipment but does not include employees of venues, producers, promoters or sound and/or lighting companies

dance company means an organisation of dancers and associated personnel created to primarily perform repertory dance productions. A dance company will usually engage dancers (company dancers) who will undergo training and class work in addition to preparation for repertoire and other dance productions and will be subject to the direction of a resident choreographer/s and/or artistic director/s. Dancers engaged by a dance company will usually progress through a classification structure based on years of training and professional experience.

doubling means when a musician is required to play one or more additional instruments in the same call other than the instrument for which the musician is primarily employed

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

employee means national system employee within the meaning of the Act

employer means national system employer within the meaning of the Act

engaged by the week means being engaged for at least a week of employment

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

leading role is a role where the salary of the employee concerned exceeds double the Performer Category 1 Grade 1 rate prescribed in Level 7 of clause 13—Classifications but is less than the upper salary limit figure as defined in clause 3—Definitions

live performance industry means:

- (a) producing, including pre-production and post-production, staging, lighting, audio and audio/visual, presenting, performing, administration, programming, workshops, set and prop manufacture; or otherwise undertaking live theatrical, performance art, operatic, orchestral, dance, erotic, variety, revue, comedy, multi-media, choral; or musical performances, productions, presentations, workshops, rehearsals or concerts which are performed or presented

<p>the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p>live performance industry means producing, including pre-production and post-production, staging, lighting, audio and audio/visual, presenting, performing, administration, programming, workshops, set and prop manufacture, or otherwise undertaking live theatrical, performance art, operatic, orchestral, dance, erotic, variety, revue, comedy, multi-media, choral, or musical performances, productions, presentations, workshops, rehearsals or concerts, including the provision, sale, service or preparation of food or drink and also including selling tickets by any means, for or in or in connection with any such performances, productions, presentations, workshops, rehearsals or concerts, and including the operation of venues or other facilities, whether permanent or temporary, utilised for such performances, productions, presentations, workshops, rehearsals or concerts are performed or presented in the presence of an audience, or are recorded by any means</p> <p>MySuper product has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p>NES means the National Employment Standards as contained in sections 59 to 131 of the <i>Fair Work Act 2009</i> (Cth)</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>overdubbing means where a producer requires a Musician to play additional parts</p> <p>pantomime means a production with an appeal primarily for children presented during the school holiday period</p> <p>performance means a performance given by employees which is open to the general public on payment of an admission charge and/or for which the employer receives payment or other benefit</p> <p>performer is an employee who takes part in a performance and includes an actor, singer, dancer, musician, understudy/swing performer, puppeteer, compere, comedian or any other type of performer</p> <p>place of residence means the place where an employee ordinarily resides</p> <p>Principal (musician) or Principal Musician in any orchestra or band will mean and include: Repetiteur violin (that is, a violin sitting with the</p>	<p>in the presence of an audience or recorded by any means; and</p> <p>(b) includes:</p> <p>(i) the provision, sale, service or preparation of food or drink;</p> <p>(ii) selling tickets by any means for, or in connection with, any such performances, productions, presentations, workshops, rehearsals or concerts; and</p> <p>(iii) the operation of venues or other facilities, whether permanent or temporary, utilised for such performances, productions, presentations, workshops, rehearsals or concerts</p> <p>minor supporting role is a role of lesser requirements than those that apply for a supporting role</p> <p>MySuper product has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p>NES means the National Employment Standards as contained in sections 59 to 131 of the <i>Fair Work Act 2009</i> (Cth)</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>overdubbing means where a producer requires a musician to play additional parts</p> <p>pantomime means a production with an appeal primarily for children presented during the school holiday period</p> <p>performance means a performance given by employees which is open to the general public on payment of an admission charge and/or for which the employer receives payment or other benefit</p> <p>performer is an employee who takes part in a performance and includes an actor, singer, dancer, musician, understudy/swing performer, puppeteer, compere, comedian or any other type of performer</p> <p>place of residence means the place where an employee ordinarily resides</p> <p>principal (musician) or principal musician in any orchestra or band means:</p> <p>(a) repetiteur violin (that is, a violin sitting with the leader), principal</p>
--	---

leader), principal second violin, principal viola, principal cello, principal bass, principal flute, principal piccolo, principal oboe, principal cor anglais, principal clarinet, principal E flat clarinet, principal bass clarinet, principal bassoon, principal contra bassoon, principal alto saxophone, principal tenor saxophone, principal baritone saxophone, principal and third horn, principal cornet, principal trumpet, principal and bass trombone, principal euphonium, principal tuba, principal tympani, principal percussion, principal vibracussion, principal harp, principal piano, principal organ, principal rhythm player (as appointed by the Musical Director); the first of any one or more musical instruments other than in the foregoing; where there is only one player of any one instrument in an orchestra, the player of that instrument.

production & support staff means employees engaged specifically as production and or support staff in a live venue or by a live producer

repetiteur means a musician employed as a piano/keyboard instrumental player who is required to accompany performers, backstage, on stage, in a rehearsal room, or in the pit during rehearsals or auditions and to work as directed, including for any musical preparation to a production

run of the play or plays means the period which in any city or cities, town or towns or states of Australia for which the employee's services have been distinctly contracted for in writing for rehearsal of and performances in a particular production or productions and commences on the first day of the employee's rehearsal for the production or productions and concludes on the last day or night of the presentation of the production or productions in such city, cities, town or towns or states of Australia for which the employee's services have been contracted in writing. It will include a return season or seasons in a place in which a season has already taken place if the employee's engagement is still continuing at the date of commencement of such return season.

short performance means a performance of up to one hour in duration

sound and/or lighting company means a company that services the live performance industry and engages factory and tour employees who are involved in or in connection with the supply, design, production, fabrication, construction, maintenance, installation, setting up, erection, transportation or dismantling of stages, lighting, audio or audio-visual equipment or associated componentry but does not include employees of venues, producers, promoters or crewing services employers

second violin, principal viola, principal cello, principal bass, principal flute, principal piccolo, principal oboe, principal cor anglais, principal clarinet, principal E flat clarinet, principal bass clarinet, principal bassoon, principal contra bassoon, principal alto saxophone, principal tenor saxophone, principal baritone saxophone, principal and third horn, principal cornet, principal trumpet, principal and bass trombone, principal euphonium, principal tuba, principal tympani, principal percussion, principal vibracussion, principal harp, principal piano, principal organ, principal rhythm player (as appointed by the musical director);

- (b) the first of any one or more musical instruments other than in (a); and
- (c) where there is only one player of any one instrument in an orchestra, the player of that instrument

production and support staff means employees engaged specifically as production and/or support staff in a live venue or by a live producer

repetiteur means a musician employed as a piano/keyboard instrumental player who is required to:

- (a) accompany performers backstage, on stage, in a rehearsal room, or in the pit during rehearsals or auditions; and
- (b) work as directed, including for any musical preparation to a production

run of the play or plays means the period for which an employee's services have been distinctly contracted for in writing, in any Australian location/s ,for rehearsal of and performances in a particular production/s and starts on the first day of the employee's rehearsal for the production/s and finishes on the last day or night of the presentation of the production/s in the Australian location/s for which the employee's services were contracted in writing. It includes a return season/s in a place in which a season has already taken place if the employee's engagement is still continuing at the time of the starting date of the return season.

short performance means a performance of up to one hour in duration

sound and/or lighting company means a company that services the live performance industry and engages factory and tour employees who are involved in or in connection with the supply, design, production,

specialty entertainment (musician) means entertainment provided by artists of international standing or merit, imported or otherwise, engaged as a celebrity act

specialty entertainment (orchestral musician) means entertainment provided by artists of international standing or merit, imported or otherwise, where the artist is appearing other than in a theatrical production or concert within the scope of the opera, ballet or symphony concert repertoire, as a celebrity act (orchestral) engaged as a celebrity act

sound balance or **seating call** means a call where the employee is required to rehearse for the purpose of seating, sound balancing or balancing electronic equipment

specialty entertainment means entertainment provided by artists of international standing or merit, imported or otherwise, engaged as a celebrity act

standard rate means the minimum wage for a Level 4 employee in clause 13—Classifications and minimum wages

suitable accommodation means a single room in a modern motel or serviced apartment accommodation with private facilities provided that where an employee is required to stay longer than one week in a single location the accommodation must contain cooking facilities, have clean linen supplied once per week and be cleaned at least once per week at the cost of the employer

supernumerary means a person appearing only incidentally or in background, or participating only in crowd or background speech or noise, who does not speak or dance or perform individually as directed

transitional minimum wage instrument has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

upper salary limit figure will be equivalent to three times the rate prescribed in clause 13—Classifications and minimum wages for a Live Performance Employee Level 7

vocalist means a person who sings as a soloist and may be accompanied by other musicians

fabrication, construction, maintenance, installation, setting up, erection, transportation or dismantling of stages, lighting, audio or audio-visual equipment or associated componentry but does not include employees of venues, producers, promoters or crewing services employers

specialty entertainment means entertainment provided by artists of international standing or merit, imported or otherwise, engaged as a celebrity act

specialty entertainment (musician) means entertainment provided by artists of international standing or merit, imported or otherwise, engaged as a celebrity act

specialty entertainment (orchestral musician) means entertainment provided by artists of international standing or merit, imported or otherwise engaged as a celebrity act where the artist is appearing other than in a theatrical production or concert, within the scope of the opera, ballet or symphony concert repertoire, as a celebrity act (orchestral)

sound balance or **seating call** means a call where the employee is required to rehearse for the purpose of seating, sound balancing or balancing electronic equipment

standard rate means the minimum weekly rate for a Level 4 employee in clause 14.1

star role is a role where the salary of the employee concerned exceeds the upper salary limit figure defined in clause 3—Definitions

suitable accommodation means a single room in a modern motel or serviced apartment with private facilities provided that where an employee is required to stay longer than one week in a single location the accommodation must contain cooking facilities, have clean linen supplied once per week and be cleaned at least once per week at the cost of the employer

supernumerary means a person appearing only incidentally or in background, or participating only in crowd or background speech or noise, who does not speak, dance or perform individually as directed

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

	<p>duo, trio or quartet.</p> <p>swing performer is an employee who is engaged to understudy multiple roles in a production and who does not normally appear costumed on stage before an audience during the performance</p> <p>upper salary limit figure will be equivalent to 300% of the minimum hourly rate prescribed in clause 14.1 for a Live Performance Employee Level 7</p> <p>vocalist means a person who sings as a soloist and may be accompanied by other musicians</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>2.2 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 industry award covers employers throughout Australia in the live performance industry and their employees in the classifications set out in this award to the exclusion of any other modern award.</p> <p>4.2 The award does not cover an employee excluded from award coverage by the Act.</p> <p>4.3 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 (Cth)</i>), or employers in relation to those employees.</p> <p>4.4 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 (Cth)</i>), or employers in relation to those employees.</p> <p>4.5 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. Coverage</p> <p>4.1 This industry award covers employers throughout Australia in the live performance industry and their employees in the classifications set out in this award to the exclusion of any other modern award.</p> <p>4.2 Live performance industry means:</p> <p>(a) producing, including pre-production and post-production, staging, lighting, audio and audio/visual, presenting, performing, administration, programming, workshops, set and prop manufacture; or otherwise undertaking live theatrical, performance art, operatic, orchestral, dance, erotic, variety, revue, comedy, multi-media, choral; or musical performances, productions, presentations, workshops, rehearsals or concerts which are performed or presented in the presence of an audience or recorded by any means; and</p> <p>(b) includes:</p> <p>(i) the provision, sale, service or preparation of food or drink;</p> <p>(ii) selling tickets by any means, for or in or in connection with any such performances, productions, presentations, workshops, rehearsals or concerts; and</p> <p>(iii) the operation of venues or other facilities, whether permanent or temporary, utilised for such performances, productions,</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 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 exclusions from coverage in this award.</p> <p>4.7 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 that employee are covered by an award with occupational coverage.</p>	<p>presentations, workshops, rehearsals or concerts.</p> <p>4.3 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>4.4 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 herein are being performed. This subclause operates subject to the exclusions from coverage in this award.</p> <p>4.5 This industry 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>4.6 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 that employee are covered by an award with occupational coverage.</p>
---	--

<p>5. Access to the award and the National Employment Standards</p> <p>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>2.3 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>6. The National Employment Standards and this award</p> <p>The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>	<p>2. The National Employment Standards and this award</p> <p>2.1 The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>												
<p><i>Clause inserted - proposed new provision</i></p>	<p>5. Effect of variations made by the Fair Work Commission</p> <p>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 an employer and the majority of employees in the enterprise or part of the enterprise concerned.</p> <p>7.2 Facilitative provisions in this award are contained in the following clauses:</p> <table border="1" data-bbox="1223 1094 2112 1439"> <thead> <tr> <th>Clause</th> <th>Provision</th> <th>Agreement between an employer and:</th> </tr> </thead> <tbody> <tr> <td>11.5</td> <td>Casual employment – payment of wages</td> <td>An individual</td> </tr> <tr> <td>17.2</td> <td>Annual leave in advance</td> <td>An individual</td> </tr> <tr> <td>17.6</td> <td>Cashing out of annual leave</td> <td>An individual</td> </tr> </tbody> </table>	Clause	Provision	Agreement between an employer and:	11.5	Casual employment – payment of wages	An individual	17.2	Annual leave in advance	An individual	17.6	Cashing out of annual leave	An individual
Clause	Provision	Agreement between an employer and:											
11.5	Casual employment – payment of wages	An individual											
17.2	Annual leave in advance	An individual											
17.6	Cashing out of annual leave	An individual											

		21.6	Production and support staff – substitution of public holiday	The majority of employees
		33.3(c)(iii)	Times of rehearsal	An individual
		34.1	Number of hours worked before break	The majority of employees
		38.2(f)(vi)	Payment for participation in an archival/reference recording	An individual
		52.1(g)	Cyclic rostering	An individual
<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 3—Consultation and Dispute Resolution</p> <p>22. Consultation about major workplace change</p> <p>23. 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>24. Dispute resolution</p> <p><i>Provision not reproduced - standard clause - no change</i></p>			
<p>Part 3—General Employment Conditions</p> <p>10. Types of employment</p> <p>10.1 At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time, weekly or casual.</p>	<p>Part 2—General Employment Conditions</p> <p>8. Types of employment</p> <p>At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time, weekly or casual.</p>			
<p>10.2 Full-time employment</p> <p>Except as provided in clause 29.2:</p> <p>(a) A full-time employee is an employee who is engaged to work 38</p>	<p>9. Full-time employment</p> <p>Except as provided in clause 36.2:</p> <p>9.1 A full-time employee is engaged to work 38 hours per week.</p>			

<p>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>(c) At the time of engagement the employer and the full-time employee will agree in writing on the arrangement of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.</p> <p>(d) Any agreed variation to the arrangement of work will be recorded in writing.</p>	<p>9.2 A full-time employee must be provided with a written statement setting out their classification, rate of pay and terms of engagement.</p> <p>9.3 At the time of engagement the employer and the full-time employee will agree in writing on the arrangement of work, specifying at least:</p> <p>(a) the hours worked each day;</p> <p>(b) which days of the week the employee will work; and</p> <p>(c) the actual starting and finishing times each day.</p> <p>9.4 Any agreed variation to the arrangement of work in clause 9.3 will be recorded in writing.</p>
<p>10.3 Part-time employment</p> <p>(a) A part-time employee is an employee who is engaged to perform less than the full-time hours; has reasonably predictable hours of work; and receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.</p> <p>(b) An employee who does not meet the definition of a part-time employee in clause 10.3(a) and who is not a full-time employee will be paid as a casual employee in accordance with clause 10.4.</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, which days of the week the employee will work, and the actual starting and finishing times each day. A copy of the agreement must be provided to the employee.</p> <p>(d) Changes in hours may only be made by agreement in writing between the employer and employee. Any agreed variation to the regular pattern of work will be recorded in writing and a copy given to the employee.</p> <p>(e) An employer is required to roster a part-time employee for a minimum of four hours on any shift.</p>	<p>10. Part-time employment</p> <p>10.1 A part-time employee is:</p> <p>(a) engaged to perform less than 38 hours per week;</p> <p>(b) has reasonably predictable hours of work; 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 An employee who does not meet the definition of a part-time employee in clause 10.1 and who is not a full-time employee will be paid as a casual employee in accordance with clause 11.</p> <p>10.3 At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least:</p> <p>(a) the hours worked each day;</p> <p>(b) which days of the week the employee will work;</p> <p>(c) and the actual starting and finishing times each day.</p> <p>10.4 A copy of the agreement in clause 10.3 must be provided to the employee.</p> <p>10.5 Changes in hours may only be made by written agreement between the employer and employee. Any agreed variation to the regular pattern of work will be recorded in writing and a copy given to the employee.</p>

<p>(f) All time worked in excess of the hours mutually arranged will be overtime and paid for at the appropriate overtime rate.</p> <p>(g) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.</p>	<p>10.6 A part-time employee must be rostered for a minimum of four hours on any shift.</p> <p>10.7 All time worked in excess of the agreed number of hours in clause 10.3 or varied in accordance with clause 10.5 will be overtime and paid for at the appropriate overtime rate.</p> <p>10.8 A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the minimum hourly rate prescribed for the appropriate classification.</p>
<p>10.4 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, stating by whom the employee is employed, their hours of work, their classification level and their rate of pay.</p> <p>(b) A casual will be paid both the actual hourly rate paid to a full-time employee and an additional 25% of the ordinary hourly rate for a full-time employee.</p> <p>(c) The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.</p> <p>(d) Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.</p> <p>(e) On each occasion a casual employee is required to attend for work they are entitled to a minimum payment of three hours at the appropriate rate.</p>	<p>11. Casual employment</p> <p>11.1 A casual employee is an employee engaged and paid as a casual employee.</p> <p>11.2 An employer when engaging a casual must inform the employee of the following:</p> <p>(a) that they are employed as a casual;</p> <p>(b) who they are employed by;</p> <p>(c) their hours of work;</p> <p>(d) their classification level; and</p> <p>(e) their rate of pay.</p> <p>11.3 For each ordinary hour worked a casual employee must be paid:</p> <p>(a) the minimum hourly rate for the appropriate classification; and</p> <p>(b) a loading of 25% of the minimum hourly rate.</p> <p>11.4 The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.</p> <p>11.5 Casual employees must be paid at the end of each engagement, but may agree to be paid weekly or fortnightly.</p> <p>11.6 On each occasion a casual employee is required to attend for work they are entitled to a minimum payment of three hours at the appropriate rate.</p>

<p>10.5 Weekly employment</p> <p>A weekly employee is an employee who is engaged and paid by the week.</p>	<p>12. Weekly employment</p> <p>A weekly employee is an employee who is engaged and paid by the week.</p>
<p>11. Termination of employment</p> <p><i>Provision not reproduced – standard clause – no change</i></p>	<p>Part 4—Termination of Employment and Redundancy</p> <p>25. Termination of employment</p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p>11.3 Job search entitlement</p> <p><i>Clause 11.3 now contained in clause 29 of ED - combined with clause 12.4 (Redundancy) – clause not reproduced – no change other than renumbering of clause and clause titles</i></p>	<p>29. Job search entitlement</p> <p>29.1 Job search entitlement for notice of termination of employment</p> <p><i>Clause 11.3 now contained in clause 29 of ED - combined with clause 12.4 (Redundancy) – clause not reproduced – no change other than renumbering of clause and clause titles</i></p>
<p>11.4 Special notice required for performers and company dancers</p> <p>(a) Except in the case of an employee engaged for a run or a casual, a minimum of two weeks’ notice of termination is required.</p> <p>(b) In the case of an employee engaged for the run of the play or plays, the employer must give the employee not less than three weeks’ notice in writing of the conclusion of the tour, season or run except in a case where the tour, season or run has occupied five weeks or less at the time of the giving of the notice when the period of the notice will be not less than two weeks.</p> <p>(c) If the employee has been employed by the employer for a consecutive period of 14 months from the date of the employee’s opening performance, the engagement may be terminated by either party giving four weeks’ notice of such termination in writing to the other party. Such notice must not be given so as to take effect while the company in which the employee is performing is in New Zealand, Tasmania, Perth or Newcastle or is in direct transit between any such places.</p> <p>(d) Failure to produce or present production</p> <p>If the employer fails to produce or present the production for which the employee is definitely engaged or if the run of the play for</p>	<p>25.3 Special notice required for performers and company dancers</p> <p>(a) Except in the case of an employee engaged for a run or a casual, a minimum of two weeks’ notice of termination is required.</p> <p>(b) In the case of an employee engaged for the run of the play or plays, the employer must give the employee not less than three weeks’ notice in writing of the conclusion of the tour, season or run except in a case where the tour, season or run has occupied five weeks or less at the time of the giving of the notice when the period of the notice will be not less than two weeks.</p> <p>(c) If the employee has been employed by the employer for a consecutive period of 14 months from the date of the employee’s opening performance, the engagement may be terminated by either party giving four weeks’ notice of such termination in writing to the other party. Such notice must not be given so as to take effect while the company in which the employee is performing is in New Zealand, Tasmania, Perth or Newcastle or is in direct transit between any such places.</p> <p>(d) Failure to produce or present production</p> <p>If the employer fails to produce or present the production for which the employee is definitely engaged or if the run of the play or plays</p>

<p>which the employee is definitely engaged is less than four weeks, the employer will pay to the employee in satisfaction of all claims, excepting claims in relation to any money due to the employee for travel and rehearsal, a sum of money not less than four weeks wages at the employee's prescribed rate of pay unless the engagement of the employee was originally for a lesser period than four weeks, in which case the employer will pay to the employee in satisfaction of all claims, excepting claims in relation to any money due for travel and rehearsal, a sum of money equivalent to the wages for that period of engagement.</p> <p>(e) Employee no longer required for specific part</p> <p>Should the employer deem it necessary or desirable that the employee should not play the part for which they were engaged, the employer may during the rehearsal period or within two weeks from the date on which the employee has first played the said part and notwithstanding anything hereinafter contained, either give the employee notice in writing terminating their engagement and replace the employee in that part within three weeks from the date on which the said notice is given, or where possible, employ them in an alternative role.</p>	<p>for which the employee is definitely engaged is less than four weeks, the employer will pay to the employee in satisfaction of all claims, excepting claims in relation to any money due to the employee for travel and rehearsal, a sum of money not less than four weeks wages at the employee's prescribed rate of pay unless the engagement of the employee was originally for a lesser period than four weeks, in which case the employer will pay to the employee in satisfaction of all claims, excepting claims in relation to any money due for travel and rehearsal, a sum of money equivalent to the wages for that period of engagement.</p> <p>(e) Employee no longer required for specific part</p> <p>Should the employer deem it necessary or desirable that the employee should not play the part for which they were engaged, the employer may during the rehearsal period or within two weeks from the date on which the employee has first played the said part and notwithstanding anything hereinafter contained, either give the employee notice in writing terminating their engagement and replace the employee in that part within three weeks from the date on which the said notice is given, or where possible, employ them in an alternative role.</p>
<p>12. Redundancy</p> <p>12.2 Transfer to lower paid duties</p> <p>12.3 Employee leaving during notice period</p>	<p>26. Redundancy</p> <p>27. Transfer to lower paid job on redundancy</p> <p>28. Employee leaving during redundancy notice period</p>
<p>12.4 Job search entitlement</p> <p><i>Clause 12.4 now contained in clause 29 of ED – combined with clause 11.3 (Termination of employment) – clause not reproduced – no change other than renumbering of clause and clause titles</i></p>	<p>29.2 Job search entitlement—redundancy</p> <p><i>Clause 12.4 now contained in clause 29 of ED – combined with clause 11.3 (Termination of employment) – clause not reproduced – no change other than renumbering of clause and clause titles</i></p>
<p>12.5 Transitional provisions – NAPSA employees</p> <p>12.6 Transitional provisions – Division 2B State employees</p>	<p><i>Transitional provisions removed – obsolete</i></p>

<p>13. Classifications and minimum wages</p> <p>13.1 The classifications in which employees may be employed are set out in Schedule B—Classifications.</p>	<p>13. Classifications</p> <p>The classifications in which employees may be employed are set out in Schedule A—Classification definitions.</p>																																																																								
<p>13.2 Minimum wages</p> <table border="1"> <thead> <tr> <th data-bbox="73 347 257 451">Live Performance Employee</th> <th data-bbox="257 347 846 384">Category</th> <th data-bbox="846 347 1093 384">Weekly rate</th> </tr> <tr> <td></td> <td></td> <th data-bbox="846 483 1093 520">\$</th> </tr> </thead> <tbody> <tr> <td data-bbox="73 555 257 587">Level 1</td> <td data-bbox="257 555 846 624">Production and Support Staff Level 1 (Induction/ Training)</td> <td data-bbox="846 555 1093 587">672.70</td> </tr> <tr> <td data-bbox="73 655 257 687">Level 2</td> <td data-bbox="257 655 846 687">Production and Support Staff Level 2</td> <td data-bbox="846 655 1093 687">731.50</td> </tr> <tr> <td data-bbox="73 719 257 751">Level 3</td> <td data-bbox="257 719 846 751">Production and Support Staff Level 3</td> <td data-bbox="846 719 1093 751">768.40</td> </tr> <tr> <td data-bbox="73 783 257 815">Level 4</td> <td data-bbox="257 783 846 815">Production and Support Staff Level 4</td> <td data-bbox="846 783 1093 815">783.30</td> </tr> <tr> <td data-bbox="73 847 257 879">Level 5</td> <td data-bbox="257 847 846 879">Production and Support Staff Level 5</td> <td data-bbox="846 847 1093 879">807.60</td> </tr> <tr> <td data-bbox="73 911 257 943">Level 6</td> <td data-bbox="257 911 846 943">Production and Support Staff Level 6</td> <td data-bbox="846 911 1093 943">832.30</td> </tr> <tr> <td data-bbox="73 975 257 1007">Level 7</td> <td data-bbox="257 975 846 1043">Company Dancer Level 1, Performer Category 1 Grade 1</td> <td data-bbox="846 975 1093 1007">854.60</td> </tr> <tr> <td data-bbox="73 1075 257 1107">Level 8</td> <td data-bbox="257 1075 846 1144">Company Dancer Level 2, Production and Support Staff Level 7</td> <td data-bbox="846 1075 1093 1107">885.70</td> </tr> <tr> <td data-bbox="73 1176 257 1208">Level 9</td> <td data-bbox="257 1176 846 1244">Musician, Performer Category 1 Grade 2, Performer Category 2</td> <td data-bbox="846 1176 1093 1208">897.90</td> </tr> <tr> <td data-bbox="73 1276 257 1308">Level 10</td> <td data-bbox="257 1276 846 1345">Company Dancer Level 3, Production and Support Staff Level 8</td> <td data-bbox="846 1276 1093 1308">916.20</td> </tr> </tbody> </table>	Live Performance Employee	Category	Weekly rate			\$	Level 1	Production and Support Staff Level 1 (Induction/ Training)	672.70	Level 2	Production and Support Staff Level 2	731.50	Level 3	Production and Support Staff Level 3	768.40	Level 4	Production and Support Staff Level 4	783.30	Level 5	Production and Support Staff Level 5	807.60	Level 6	Production and Support Staff Level 6	832.30	Level 7	Company Dancer Level 1, Performer Category 1 Grade 1	854.60	Level 8	Company Dancer Level 2, Production and Support Staff Level 7	885.70	Level 9	Musician, Performer Category 1 Grade 2, Performer Category 2	897.90	Level 10	Company Dancer Level 3, Production and Support Staff Level 8	916.20	<p>14. Minimum wages</p> <p>14.1 An employer must pay employees the following minimum wages for ordinary hours worked by the employee:</p> <table border="1"> <thead> <tr> <th data-bbox="1218 416 1413 552">Live Performance employee</th> <th data-bbox="1413 416 1753 485">Category</th> <th data-bbox="1753 416 1944 520">Minimum weekly rate</th> <th data-bbox="1944 416 2112 520">Minimum hourly rate</th> </tr> <tr> <td></td> <td></td> <th data-bbox="1753 552 1944 588">\$</th> <th data-bbox="1944 552 2112 588">\$</th> </tr> </thead> <tbody> <tr> <td data-bbox="1218 652 1413 684">Level 1</td> <td data-bbox="1413 652 1753 721">Production and Support Staff Level 1 (Induction/Training)</td> <td data-bbox="1753 652 1944 684">672.70</td> <td data-bbox="1944 652 2112 684">17.70</td> </tr> <tr> <td data-bbox="1218 753 1413 785">Level 2</td> <td data-bbox="1413 753 1753 821">Production and Support Staff Level 2</td> <td data-bbox="1753 753 1944 785">731.50</td> <td data-bbox="1944 753 2112 785">19.25</td> </tr> <tr> <td data-bbox="1218 853 1413 885">Level 3</td> <td data-bbox="1413 853 1753 922">Production and Support Staff Level 3</td> <td data-bbox="1753 853 1944 885">768.40</td> <td data-bbox="1944 853 2112 885">20.22</td> </tr> <tr> <td data-bbox="1218 957 1413 989">Level 4</td> <td data-bbox="1413 957 1753 1026">Production and Support Staff Level 4</td> <td data-bbox="1753 957 1944 989">783.30</td> <td data-bbox="1944 957 2112 989">20.61</td> </tr> <tr> <td data-bbox="1218 1058 1413 1090">Level 5</td> <td data-bbox="1413 1058 1753 1126">Production and Support Staff Level 5</td> <td data-bbox="1753 1058 1944 1090">807.60</td> <td data-bbox="1944 1058 2112 1090">21.25</td> </tr> <tr> <td data-bbox="1218 1161 1413 1193">Level 6</td> <td data-bbox="1413 1161 1753 1230">Production and Support Staff Level 6</td> <td data-bbox="1753 1161 1944 1193">832.30</td> <td data-bbox="1944 1161 2112 1193">21.90</td> </tr> <tr> <td data-bbox="1218 1276 1413 1308">Level 7</td> <td data-bbox="1413 1276 1753 1345">Company Dancer Level 1, Performer Category 1 Grade 1</td> <td data-bbox="1753 1276 1944 1308">854.60</td> <td data-bbox="1944 1276 2112 1308">–</td> </tr> </tbody> </table>	Live Performance employee	Category	Minimum weekly rate	Minimum hourly rate			\$	\$	Level 1	Production and Support Staff Level 1 (Induction/Training)	672.70	17.70	Level 2	Production and Support Staff Level 2	731.50	19.25	Level 3	Production and Support Staff Level 3	768.40	20.22	Level 4	Production and Support Staff Level 4	783.30	20.61	Level 5	Production and Support Staff Level 5	807.60	21.25	Level 6	Production and Support Staff Level 6	832.30	21.90	Level 7	Company Dancer Level 1, Performer Category 1 Grade 1	854.60	–
Live Performance Employee	Category	Weekly rate																																																																							
		\$																																																																							
Level 1	Production and Support Staff Level 1 (Induction/ Training)	672.70																																																																							
Level 2	Production and Support Staff Level 2	731.50																																																																							
Level 3	Production and Support Staff Level 3	768.40																																																																							
Level 4	Production and Support Staff Level 4	783.30																																																																							
Level 5	Production and Support Staff Level 5	807.60																																																																							
Level 6	Production and Support Staff Level 6	832.30																																																																							
Level 7	Company Dancer Level 1, Performer Category 1 Grade 1	854.60																																																																							
Level 8	Company Dancer Level 2, Production and Support Staff Level 7	885.70																																																																							
Level 9	Musician, Performer Category 1 Grade 2, Performer Category 2	897.90																																																																							
Level 10	Company Dancer Level 3, Production and Support Staff Level 8	916.20																																																																							
Live Performance employee	Category	Minimum weekly rate	Minimum hourly rate																																																																						
		\$	\$																																																																						
Level 1	Production and Support Staff Level 1 (Induction/Training)	672.70	17.70																																																																						
Level 2	Production and Support Staff Level 2	731.50	19.25																																																																						
Level 3	Production and Support Staff Level 3	768.40	20.22																																																																						
Level 4	Production and Support Staff Level 4	783.30	20.61																																																																						
Level 5	Production and Support Staff Level 5	807.60	21.25																																																																						
Level 6	Production and Support Staff Level 6	832.30	21.90																																																																						
Level 7	Company Dancer Level 1, Performer Category 1 Grade 1	854.60	–																																																																						

Current award

Proposed Live Performance Award 2016

Level 11	Company Dancer Level 4, Musician required to accompany artists, Opera Principal	945.20	Level 8	Company Dancer Level 2, Production and Support Staff Level 7	885.70	23.31 ¹
Level 12	Company Dancer Level 5	977.00	Level 9	Musician, Performer Category 1 Grade 2, Performer Category 2	897.90	–
Level 13	Company Dancer Level 6, Technical Manager	1012.40	Level 10	Company Dancer Level 3, Production and Support Staff Level 8	916.20	24.11 ¹
Level 14	Company Dancer Level 7, Principal Musician, Vocalist	1054.60	Level 11	Company Dancer Level 4, Musician required to accompany artists, Opera Principal	945.20	–
Level 15	Conductor-Leader	1144.10	Level 12	Company Dancer Level 5	977.00	–
			Level 13	Company Dancer Level 6, Technical Manager	1012.40	–
			Level 14	Company Dancer Level 7, Principal Musician, Vocalist	1054.60	–
			Level 15	Conductor-Leader	1144.10	–
			¹ Rates apply to Production and Support Staff Classifications only. For rates for other classifications see Part 5—Performers and Company Dancers, Part 6—Musicians and Part 7—Striptease Artists.			
13.3	Further minimum wages for Performers and Company Dancers and Striptease Artists are set out in clauses 24 and 37 respectively.		14.2	Further minimum wages for Performers and Company Dancers and Striptease Artists are set out in clauses 31 and 44 respectively.		

<p>14. General allowances</p> <p><i>Clause inserted - proposed new provision</i></p>	<p>15. General allowances</p> <p>15.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. (Additional allowances may be payable under clauses 31, 32, 38, 45, 51, and 54). See Schedule B for a summary of monetary allowances and method of adjustment.</p>
<p>14.1 Reimbursement of expenses</p> <p>Where an employer authorises an employee to incur expenses in the course of the employee's employment, the expense will be reimbursed by the employer upon provision by the employee of a tax invoice and receipt.</p>	<p>15.2 Expense-related allowances</p> <p>(a) Reimbursement of expenses</p> <p>Where an employer authorises an employee to incur expenses in the course of the employee's employment, the expense will be reimbursed by the employer upon the employee providing a tax invoice and receipt.</p>
<p>14.2 Use of vehicle allowance</p> <p>Where an employer requests an employee to use their own motor vehicle in the performance of their duties, such employee will be paid an allowance of \$0.78 per kilometre.</p>	<p>(b) Use of vehicle allowance</p> <p>An allowance of \$0.78 per kilometre will be paid to an employee who is requested by the employer to use their own motor vehicle in the performance of their duties.</p>
<p>14.3 Late night transport</p> <p>Where an employee is detained at work until it is too late to travel home by the last train, tram or other regular public conveyance, the employer will provide proper conveyance to the employee's home for the employee so detained.</p>	<p>(c) Late night transport</p> <p>Where an employee is detained at work until it is too late to travel home by the last train, tram or other regular public transport, the employer will provide that employee with proper transport to their home.</p>
<p>14.4 Laundry allowance</p> <p>Where an employee is employed weekly or full-time, an allowance of \$3.46 per week for blouses and shirts and \$9.00 per week for other garments will be paid where uniforms are not laundered by the employer. For employees other than weekly and full-time employees, a laundry allowance of \$2.78 per day will be paid up to a maximum of \$12.52 per week.</p>	<p>(d) Laundry allowance</p> <p>(i) Weekly and full-time employees</p> <p>Where the employer does not launder uniforms, a weekly or full-time employee will be paid a laundry allowance of \$3.46 per week for blouses and shirts and \$9.00 per week for other garments.</p> <p>(ii) Other than weekly and full-time employees</p> <p>For employees other than weekly and full-time employees, a laundry allowance of \$2.78 per day will be paid up to a maximum of \$12.52 per week.</p>

14.5 Travel allowances

(a) Travel

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

(b) Travel to and from airports

An employee required to travel to or from an airport will be reimbursed the cost of such transport to a maximum of \$39.51 provided that such reimbursement is not payable where the employer provides such transport.

15.3 Expense related travel allowances

(a) Travel

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

(b) Travel to and from airports

An employee required to travel to or from an airport will be reimbursed the cost of the transport to a maximum of **\$39.51**. The reimbursement is not payable where the employer provides the transport.

(c) Accommodation

(i) Where the employee does not accept employer provided accommodation, the employee will be paid an allowance of \$122.19 per night up to a maximum of \$611.01 per week.

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

Destination	Weekly amount
	\$
Sydney and Melbourne	1223.00
Adelaide, Hobart, Perth and Brisbane	863.13
Canberra	1051.00
Other places	804.59

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

(c) Accommodation

(i) Where the employee does not accept employer provided accommodation, the employee will be paid an allowance of **\$122.19** per night up to a maximum of **\$611.01** per week.

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

Destination	Weekly amount
	\$
Sydney and Melbourne	1223.00
Adelaide, Hobart, Perth and Brisbane	863.13
Canberra	1051.00
Other places	804.59

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

<p>(d) Meals while travelling</p> <p>An employee required to travel must be paid an allowance of \$54.93 per day to a maximum of \$274.58 per week.</p> <p>(e) Incidentals allowance while travelling</p> <p>An employee required to travel must be paid an allowance for incidentals of \$15.13 per day to a maximum of \$75.77 per week.</p>	<p>(d) Meals while travelling</p> <p>An employee required to travel must be paid an allowance for meals of \$54.93 per day to a maximum of \$274.58 per week.</p> <p>(e) Incidentals allowance while travelling</p> <p>An employee required to travel must be paid an allowance for incidentals of \$15.13 per day to a maximum of \$75.77 per week.</p>
<p>(f) Eligibility</p> <p>(i) The provisions of clauses 14.5(c), (d) and (e) will not apply:</p> <ul style="list-style-type: none"> • with respect to an employee who is engaged to work at a single location away from their place of residence for a specific period of 12 months or more; or • where an employee is engaged for a local show. <p>(ii) The provisions in this clause will be applicable as though the place of residence of the employee had been correctly stated, where an employer:</p> <ul style="list-style-type: none"> • avoids or seeks to avoid the operation of this clause by inducing any employee or prospective employee to misrepresent their place of residence; or • engages an employee where they know that the place of residence of an employee or prospective employees has been misrepresented. <p>(g) Transportation of luggage and instruments</p> <p>(i) The employer will reimburse an employee for the transportation of an employee's luggage when travelling up to a maximum weight of 40 kilograms and any bulky instrument required for employment.</p> <p>(ii) The employer will reimburse the employee for the cost of insurance of the employee's luggage and instruments for loss, theft or damage when travelling.</p>	<p>(f) Eligibility</p> <p>(i) Clauses 15.3(c), (d) and (e) will not apply:</p> <ul style="list-style-type: none"> • with respect to an employee who is engaged to work at a single location away from their place of residence for a specific period of 12 months or more; or • where an employee is engaged for a local show. <p>(ii) The provisions in clause 15.3(f) will apply as though the place of residence of the employee had been correctly stated, where an employer:</p> <ul style="list-style-type: none"> • avoids or seeks to avoid the operation of this clause by inducing any employee or prospective employee to misrepresent their place of residence; or • engages an employee where they know that the place of residence of an employee or prospective employees has been misrepresented. <p>(g) Transportation of luggage and instruments</p> <p>(i) The employer will reimburse an employee for the transportation of an employee's luggage when travelling up to a maximum weight of 40 kilograms and any bulky instrument required for employment.</p> <p>(ii) The employer will reimburse the employee for the cost of insurance of the employee's luggage and instruments for loss, theft or damage when travelling.</p>

(iii) Provided that such reimbursement will not be payable where the employer provides transport of luggage and instruments.

(iii) Provided that such reimbursement will not be payable where the employer provides transport of luggage and instruments.

14.6 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
Meal allowances	Take away and fast foods sub-group
Laundry allowance	All groups
Accommodation allowance	Domestic holiday travel and accommodation sub-group
Incidentals allowance	Domestic holiday travel and accommodation sub-group
Vehicle allowance	Private motoring sub-group

B.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
Accommodation allowance	Domestic holiday travel and accommodation sub-group
Incidentals allowance	Domestic holiday travel and accommodation sub-group
Laundry allowance	All groups
Meal allowance	Take away and fast foods sub-group
Travel allowance	Transport group
Tools and equipment allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Upkeep allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group

		Vehicle allowance	Private motoring sub-group
		Wardrobe and make-up allowance	Clothing and footwear group
15. Accident pay <i>Provision not reproduced - clause removed- see AM2014/190</i>	<i>Transitional provision - clause removed - obsolete - see AM2014/190</i>		
16. Higher duties 16.1 An employee who is required to do work for which a higher rate is payable than that provided for in their ordinary duties must, if such work exceeds a total of four hours on any day, be paid at the higher rate for all work done on such day. 16.2 In all other cases the employee must be paid the higher rate for the actual time worked.	14.3 Higher duties (a) An employee engaged for more than four hours during one day on work carrying a higher rate of pay than their ordinary classification must be paid at the higher rate for all work done on that day. (b) An employee engaged for less than four hours during one day on work carrying a higher rate of pay than their ordinary classification must be paid the higher rate for the actual time worked at the higher classification.		
17. Payment of wages 17.1 Wages will be paid weekly or fortnightly according to the actual hours worked for each week or fortnight. 17.2 Casual employees will be paid within 15 minutes of the conclusion of the employee's work but may agree to be paid weekly or fortnightly.	14.4 Payment of wages (a) Wages will be paid weekly or fortnightly according to the actual hours worked for each week or fortnight. (b) Casual employees will be paid within 15 minutes of the conclusion of their work but may agree to be paid weekly or fortnightly. 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.		
<i>Clause inserted – proposed new provision</i>	14.5 Supported wage system For employees who because of the effects of a disability are eligible for a supported wage, see Schedule C—Supported Wage System.		
<i>Clause inserted – proposed new provision</i>	14.6 School-based apprentices For school-based apprentices, see Schedule D—School-based Apprentices.		

<p><i>Clause inserted – proposed new provision</i></p>	<p>14.7 National training wage</p> <p>For employees undertaking a traineeship, see Schedule E—National Training Wage.</p>
<p>18. Superannuation</p> <p><i>Provision not reproduced - no change</i></p>	<p>16. Superannuation</p> <p><i>Provision not reproduced - no change</i></p>
<p>19. Annual leave</p> <p>19.1 Annual leave is provided for in the NES.</p>	<p>17. Annual leave</p> <p>17.1 Annual leave is provided for in the NES.</p>
<p>19.2 Annual leave in advance</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>17.2 Annual leave in advance</p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p>19.3 Annual leave loading</p> <p>(a) Each weekly employee before going on any period of annual leave will for each week of such leave be paid a loading at the rate of 17.5% of the ordinary weekly wage prescribed for such employees. Such loading will be in addition to the amount paid to the employee under this clause.</p> <p>(b) No loading is payable to an employee who takes annual leave wholly or partly in advance; provided that, if the employment of such an employee continues until the day when they would have become entitled to annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated by applying the ordinary rate of pay applicable on that day.</p> <p>(c) No loading is payable for periods of service of less than 12 months.</p> <p>19.4 When the employment of an employee is terminated by their employer for a cause other than misconduct, and at the time of the termination the employee has not taken the whole of the annual leave to which they became entitled, they must be paid the loading for the period of leave not taken.</p>	<p>17.3 Annual leave loading</p> <p>(a) Before the start of an employee’s annual leave, the employer must pay the employee their ordinary weekly wage plus a loading of 17.5% of the employee’s ordinary weekly wage.</p> <p>(b) The loading is not payable to an employee who takes annual leave wholly or partly in advance; provided that, if the employee’s employment continues until the day when they would have become entitled to annual leave, the loading then becomes payable in respect of the period of that leave and is to be calculated by applying the ordinary rate of pay applicable on that day.</p> <p>(c) The loading is not payable for periods of service of less than 12 months.</p> <p>17.4 When the employment of an employee is terminated by their employer for a cause other than misconduct, and at the time of the termination the employee has not taken the whole of the annual leave to which they became entitled, they must be paid the loading for the period of leave not taken.</p>

<p>19.5 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>17.5 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>19.6 Cashing out of annual leave</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>17.6 Cashing out of annual leave</p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p>19.7 Excessive leave accruals: general provision</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>17.7 Excessive leave accruals: general provision</p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p>19.8 Excessive leave accruals: direction by employer that leave be taken</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>17.8 Excessive leave accruals: direction by employer that leave be taken</p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p>19.9 Excessive leave accruals: request by employee for leave</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>17.9 Excessive leave accruals: request by employee for leave</p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p>20. Personal/carer's leave and compassionate leave</p> <p>Personal/carer's leave and compassionate leave are provided for in the NES.</p>	<p>18. Personal/carer's leave and compassionate leave</p> <p>Personal/carer's leave and compassionate leave are provided for in the NES.</p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>19. Parental leave and related entitlements</p> <p>Parental leave and related entitlements are provided for in the NES.</p>
<p>21. Community service leave</p> <p>Community service leave is provided for in the NES.</p>	<p>20. Community service leave</p> <p>Community service leave is provided for in the NES.</p>
<p>22. Public holidays</p> <p>22.1 Public holidays are provided for in the NES.</p>	<p>21. Public holidays</p> <p>21.1 Public holiday entitlements are provided for in the NES.</p>
<p>22.2 An employee whose rostered time off falls on a public holiday as provided for in this clause will be allowed an additional day off at a time to be agreed between the employer and the employee, or be paid an</p>	<p>21.2 An employee whose rostered time off falls on a public holiday as provided for in this clause will be:</p> <p>(a) allowed an additional day off at a time to be agreed between the</p>

<p>additional day's pay instead within seven days of the holiday.</p>	<p>employer and the employee; or</p> <p>(b) be paid an additional day's pay instead within seven days of the holiday.</p>
<p>22.3 An employee engaged by the week as a performer or a company dancer</p> <p>(a) For work on Good Friday, Christmas Day and Labour Day or its equivalent in any State or Territory, or on any day substituted for any of those holidays, the employee will be entitled to payment of an amount equivalent to 25% of the employee's weekly wage in addition to the employee's weekly wage for the week.</p> <p>(b) For work on other public holidays the employee will be entitled to payment of an amount equivalent to 16.7% of the employee's weekly wage in addition to the employee's weekly wage for the week.</p> <p>(c) In the event that work is not performed on a public holiday such day will be regarded for the purposes of clause 26.4 and all other purposes under this award as a day on which had occurred one of the eight or two of the 12 performances per week provided for in clause 26.4 as the case may be.</p> <p>(d) A performer required to travel on a public holiday or any other day on which the employee would otherwise be rostered off work, will, unless paid according to the provisions of this clause for work on that day, be entitled to payment of an amount equivalent to 8.3% of the employee's weekly wage in addition to the employee's weekly wage for the week.</p> <p>(e) If a company dancer is required by the employer to travel on a public holiday, the employee will be given a day off in the following week, provided that if a day off instead is not provided, the employee will be paid 8.3% of the weekly wage in addition to the wage for the week for travel of up to three hours duration, and 1/38th of the weekly wage for each half hour or part thereof for travel in excess of three hours.</p> <p>(f) A performer whose rostered time off falls on a public holiday as provided for in this clause will be allowed an additional day off at a</p>	<p>21.3 An employee engaged by the week as a performer or a company dancer</p> <p>(a) For work on Good Friday, Christmas Day and Labour Day or its equivalent in any State or Territory, or on any day substituted for any of those holidays, the employee will be entitled to payment of 25% of the employee's weekly wage in addition to the employee's weekly wage for the week.</p> <p>(b) For work on other public holidays the employee will be entitled to payment of 16.7% of the employee's weekly wage in addition to the employee's weekly wage for the week.</p> <p>(c) In the event that work is not performed on a public holiday such day will be regarded for the purposes of clause 33.4 and all other purposes under this award as a day on which had occurred one of the eight or two of the 12 performances per week provided for in clause 33.4 as the case may be.</p> <p>(d) A performer required to travel on a public holiday or any other day on which the employee would otherwise be rostered off work, will, unless paid according to the provisions of this clause for work on that day, be entitled to payment of 8.3% of the employee's weekly wage in addition to the employee's weekly wage for the week.</p> <p>(e) If a company dancer is required by the employer to travel on a public holiday, the employee will be given a day off in the following week, provided that if a day off instead is not provided, the employee will be paid 8.3% of the weekly wage in addition to the wage for the week for travel of up to three hours duration, and the minimum hourly rate for each half hour or part thereof for travel in excess of three hours.</p> <p>(f) A performer whose rostered time off falls on a public holiday as provided for in this clause will be allowed an additional day off at a time to be agreed between the employer and the employee, or be paid an additional day's pay instead within seven days of the holiday.</p>

<p>time to be agreed between the employer and the employee, or be paid an additional day's pay instead within seven days of the holiday.</p> <p>(g) Employees engaged as casuals will be entitled to payment for work on public holidays of double the performance rate per performance or double the hourly rate for rehearsals with a minimum payment as for four consecutive hours.</p>	<p>(g) Employees engaged as casuals will be entitled to payment for work on public holidays of double the performance rate per performance or 200% of the hourly rate for rehearsals with a minimum payment as for four consecutive hours.</p>
<p>22.4 All work done by a musician on a public holiday must be paid for at double ordinary time rates. This condition applies to full-time, part-time and casual employees.</p>	<p>21.4 Musicians</p> <p>All work done by a full-time, part-time or casual musician on a public holiday must be paid for at 200% of the minimum hourly rate.</p>
<p>22.5 Production and Support staff</p> <p>(a) All employees who work on a public holiday, whether part of an ordinary roster or work cycle or not, will be paid at the rate of double time, with a minimum payment as for four hours.</p> <p>(b) An employer and their employees may agree to substitute another day for any prescribed by the NES. For this purpose, the consent of the majority of affected employees will constitute agreement. An agreement will be recorded in writing and be available to every affected employee.</p>	<p>21.5 Production and Support staff</p> <p>All employees who work on a public holiday, whether part of an ordinary roster or work cycle or not, will be paid 200% of the minimum hourly rate with a minimum payment as for four hours.</p> <p>21.6 An employer and their employees may agree to substitute another day for any prescribed by the NES. For this purpose, the consent of the majority of affected employees will constitute agreement. An agreement will be recorded in writing and be available to every affected employee.</p>
<p><i>New subclause inserted for the purposes of cross-referencing the schedule.</i></p>	<p>21.7 Part-day public holidays</p> <p>For provision relating to part-day public holidays see Schedule H—2016 Part-day Public Holidays.</p>
<p>Part 4—Performers and Company Dancers</p> <p>23. Types of employment</p> <p>23.1 An employee may be engaged:</p> <p>(a) weekly for the run of the play or plays;</p> <p>(b) on an ongoing weekly basis;</p> <p>(c) on a weekly part-time basis; or</p> <p>(d) as a casual.</p>	<p>Part 5—Performers and Company Dancers</p> <p>30. Types of employment</p> <p>30.1 An employee may be engaged:</p> <p>(a) weekly for the run of the play or plays;</p> <p>(b) on an ongoing weekly basis;</p> <p>(c) on a weekly part-time basis; or</p> <p>(d) as a casual.</p>

<p>23.2 Engagement by the week</p> <p>To become entitled to be treated as being engaged by the week, employees will perform such work as is agreed upon in writing or, in the event that no such agreement has been entered into, such work as the employer will from time to time require on the days and during the hours usually worked by the class of employees affected.</p>	<p>30.2 Engagement by the week</p> <p>(a) To become entitled to be treated as being engaged by the week, employees will perform such work as is agreed upon in writing.</p> <p>(b) Where no agreement has been entered into, employees will perform such work as the employer from time to time requires on the days and during the hours usually worked by the class of employees affected.</p>
<p>23.3 Contract of engagement</p> <p>An employee may only be engaged for a run of the play if such engagement is confirmed in writing.</p>	<p>30.3 Contract of engagement</p> <p>An employee may only be engaged for a run of the play or plays if such engagement is confirmed in writing.</p>
<p>24. Minimum wages</p> <p>24.1 Minimum wages for Performers and Company Dancers are set out in clause 13—Classifications and minimum wages.</p> <p>24.2 Classification descriptors are set out in Schedule B—Classifications.</p> <p>24.3 Performers engaged in school tours are to be paid the minimum rates set out as follows:</p> <p>(a) Rehearsals—the performer rate as set out in clause 13.</p> <p>(b) Performances—the performer rate as set out in clause 13 plus 10%.</p>	<p>31. Minimum wages</p> <p>31.1 The minimum wages for performers and company dancers are set out in clause 14—Minimum wages.</p> <p>31.2 Classification descriptors are set out in Schedule A—Classification definitions.</p> <p>31.3 Performers in school tours</p> <p>Performers engaged in school tours are to be paid the minimum rates set out as follows:</p> <p>(a) Rehearsals—the performer rate in clause 14.1.</p> <p>(b) Performances—the performer rate as set out in clause 14.1 plus 10%.</p>
<p>24.4 Weekly part-time employees (supernumeraries)</p> <p>(a) Supernumeraries engaged by the week will be paid an hourly rate of \$25.02 or a weekly part-time rate of \$475.30 for up to 19 hours work.</p> <p>(b) Supernumeraries on tour will be paid the Performer Category 1 Grade 1 rate of pay together with the applicable allowances as prescribed by clause 14.5—Travel allowances.</p>	<p>31.4 Weekly part-time employees (supernumeraries)</p> <p>(a) Supernumeraries engaged by the week will be paid an hourly rate of \$25.02 or a weekly part-time rate of \$475.30 for up to 19 hours work.</p> <p>(b) Supernumeraries on tour will be paid the Performer Category 1 Grade 1 rate of pay in clause 14.1 and the applicable travel allowances set out in clause 15.3.</p>

<p>24.5 Juveniles</p> <p>(a) 14 years of age and under</p> <p>(i) Not on tour—45% of the total minimum weekly rate for a Performer Category 1, Grade 1 or Grade 2.</p> <p>(ii) On tour—applicable adult rate.</p>	<p>31.5 Juveniles</p> <p>(a) 14 years of age and under</p> <p>(i) Not on tour—45% of the total minimum weekly rate as set out in clause 14.1 for a Performer Category 1, Grade 1 or Grade 2.</p> <p>(ii) On tour—applicable adult rate in clause 14.1.</p>				
<p>(b) Over 14 years of age and under 16 years of age</p> <p>(i) Not on tour—55% of the total minimum weekly rate for a Performer Category 1, Grade 1 or Grade 2.</p> <p>(ii) On tour—applicable adult rate.</p>	<p>(b) Over 14 years of age and under 16 years of age</p> <p>(i) Not on tour—55% of the total minimum weekly rate in clause 14.1 for a Performer Category 1, Grade 1 or Grade 2.</p> <p>(ii) On tour—applicable adult rate in clause 14.1.</p>				
<p>24.6 Casuals</p> <p>(a) Performance</p> <p>Casual employees who are aged 16 years or over will for each performance be paid 16.7% of the appropriate per week adult rate, plus 25%. The maximum length of such of performance will be three hours (2.5 hours for Company Dancers) exclusive of any making up or taking off.</p> <p>(b) Rehearsals</p> <p>(i) An employee aged 16 years or over who is required by the employer to rehearse will be paid at the rate set out below for one hour (minimum) and over one hour at the rate set out below per half hour or part thereof:</p> <table data-bbox="336 1133 1075 1276" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th style="text-align: center;">% of standard rate</th> </tr> </thead> <tbody> <tr> <td style="text-align: right;">Total minimum hourly rate</td> <td style="text-align: center;">4.8</td> </tr> </tbody> </table> <p>(ii) Provided however that if the employee desires to leave the rehearsal before the completion of one hour’s rehearsal, payment will be at the rate set out below per half hour or part thereof for the time actually worked:</p>		% of standard rate	Total minimum hourly rate	4.8	<p>31.6 Casuals</p> <p>(a) Performance</p> <p>(i) Casual employees who are 16 years or older will be paid 16.7% of the appropriate weekly adult rate in clause 14.1, plus a loading of 25% for each performance.</p> <p>(ii) The maximum length of a performance will be three hours (2.5 hours for company dancers) exclusive of any making up or taking off.</p> <p>(b) Rehearsals</p> <p>(i) An employee who is 16 years or older and is required to rehearse will be paid \$37.60 per hour for the first hour (minimum).</p> <p>(ii) Each half hour or part thereof after the first hour will be paid at \$37.60.</p> <p>(iii) If the employee wants to leave the rehearsal before completing one hour of rehearsal, the employee will be paid \$18.80 per half hour or part thereof for the actual time worked.</p>
	% of standard rate				
Total minimum hourly rate	4.8				

<p style="text-align: center;">% of standard rate</p> <p style="text-align: center;">Total minimum half hourly rate 2.4</p>	
<p>(c) Casual employees on tour</p> <p>Casual employees on tour will be paid the applicable allowances in clause 14.5—Travel allowances of this award.</p>	<p>(c) Casual employees on tour</p> <p>Casual employees on tour will be paid the applicable travel allowances in clause 15.3.</p>
<p>(d) Supernumeraries</p> <p>Casual supernumeraries will be paid as set out below per hour with a minimum call for performance of three hours and for rehearsals of two hours:</p> <p style="text-align: center;">% of standard rate</p> <p style="text-align: center;">Total minimum hourly rate 3.4</p>	<p>(d) Supernumeraries</p> <p>Casual supernumeraries will be paid \$26.63 per hour with a minimum call of three hours for performances and two hours for rehearsals.</p>
<p>(e) Cancellation of engagement</p> <p>If an engagement that has been made is cancelled by the employer at a time which is less than 10 days prior to the date of the performance for which the employee was engaged, the employee will receive payment in full. If an open air performance is postponed because of rain the employee will receive half the fee if such an employee is re-engaged for subsequent presentation not later than three weeks after the date of the postponement, otherwise the employee will receive full payment.</p>	<p>(e) Cancellation of engagement</p> <p>(i) If an engagement that has been made is cancelled by the employer less than 10 days before the date of the performance for which the employee was engaged, the employee will receive payment in full.</p> <p>(ii) If an open air performance is postponed because of rain the employee will receive half the fee if re-engaged for a subsequent presentation not later than three weeks after the date of the postponement, otherwise the employee will receive full payment.</p>
<p>24.7 Auditions</p> <p>If the number of auditions requested by an employer exceeds three in a 28 day period, the potential employee will be paid for each audition at the casual rate as prescribed in clause 24.6(b) of this award.</p>	<p>31.7 Auditions</p> <p>If the number of auditions requested by an employer exceeds three in a 28 day period, the potential employee will be paid for each audition at the casual rate as prescribed in clause 31.6(b).</p>

<p>24.8 Special provisions for Company Dancers</p> <p>(a) Training level</p> <p>(i) Engagement of dancers at the training level will be subject to agreement between the employer concerned and the prospective employee. Such agreement will include all aspects of the traineeship including the wage to apply. In reaching agreement on specific traineeships it is envisaged that the standard principles applying to traineeships will apply.</p> <p>(ii) An employee engaged at the Training Level will be paid in the range of \$657.60 to \$771.40 per week.</p> <p>(iii) Provided that Company Dancer who is aged less than 16 years and who is engaged as a full-time member of the company will be paid no less than the relevant adult minimum wage.</p> <p>(b) Auditions</p> <p>An employee required to participate on an audition panel must be paid for their participation at the appropriate call rate.</p>	<p>31.8 Special provisions for company dancers</p> <p>(a) Training level</p> <p>(i) Engagement of dancers at a training level will be subject to agreement between the employer concerned and the prospective employee. The agreement will include all aspects of the traineeship including the applicable rate of pay. In reaching agreement on specific traineeships the standard principles applying to traineeships will apply.</p> <p>(ii) An employee engaged at the training level will be paid between \$657.60 and \$771.40 per week.</p> <p>(iii) Despite clause 31.8(a)(ii) a company dancer who is less than 16 years old and engaged as a full-time member of the company will be paid no less than the relevant adult minimum wage.</p> <p>(b) Auditions</p> <p>An employee required to participate on an audition panel must be paid for their participation at the appropriate call rate.</p>
<p>25. Special allowances</p> <p>25.1 Wardrobe and make-up</p> <p>(a) The employer will reimburse employees for the cost of:</p> <p>(i) special body make-up other than facial make-up if required by the employer;</p> <p>(ii) make-up for supernumeraries; and</p> <p>(iii) shoes of suitable physical requirement as required by a performance.</p> <p>Provided that where the employer provides special body make-up, make-up for supernumeraries or required shoes, such reimbursement will not apply.</p>	<p>32.3 Expense-related allowances</p> <p>(a) Wardrobe and make-up</p> <p>(i) The employer will reimburse employees for the cost of:</p> <ul style="list-style-type: none"> • special body make-up other than facial make-up if required by the employer; • make-up for supernumeraries; and • shoes of suitable physical requirement as required by a performance. <p>(ii) Where the employer provides special body make-up, make-up for supernumeraries or required shoes, the reimbursement in clause 32.3(a)(i) will not be payable.</p>

<p>(b) An employee required by the employer to provide any suit, frock, costume, stockings, leotards and fleshings, wigs and appurtenances and haberdashery or other article, not in the employee's possession will be reimbursed their actual cost. Provided that where these articles are already in the employee's possession, the employer will pay the employee an allowance of \$8.20 per week for each suit, frock, costume, stockings, leotards and fleshings, wigs and appurtenances and haberdashery or other article supplied by that employee with a minimum payment of \$10.50 per week plus a sum of \$4.15 per week for each pair of shoes, where such articles are required by the employer to be used in performance or rehearsal.</p>	<p>(iii) An employee required by the employer to provide any suit, frock, costume, stockings, leotards and fleshings, wigs and wig appurtenances and haberdashery or other article, not in the employee's possession will be reimbursed their actual cost.</p> <p>(iv) Where the articles prescribed in clause 32.3(a)(iii) are already in the employee's possession, the employer will pay the employee an allowance of \$8.20 per week for each article supplied by that employee with a minimum payment of \$10.50 per week. An additional \$4.15 per week will be paid for each pair of shoes required by the employer for use in performance or rehearsal.</p>
<p><i>Clause inserted – proposed new provision</i></p>	<p>32. Allowances</p> <p>32.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule B for a summary of monetary allowances and method of adjustment.</p>
<p>25.2 Nude allowance</p> <p>An employee who agrees to appear nude or semi-nude will be paid no less than an additional 2.75% of the standard rate per week.</p>	<p>32.2 Wage-related allowances</p> <p>(a) Nude allowance</p> <p>An employee who agrees to appear nude or semi-nude will be paid no less than an additional \$21.54 per week.</p>
<p>25.3 Assistant Stage Manager</p> <p>An employee who as part of their duties is required by the employer to act as an Assistant Stage Manager will be paid 5.4% of the standard rate per week in addition to the applicable weekly.</p>	<p>(b) Assistant Stage Manager</p> <p>An employee who is required to act as an Assistant Stage Manager as part of their duties will be paid an additional \$42.30 per week.</p>
<p>25.4 Driver</p> <p>An employee who is required to perform work as driver or a person in charge whilst on tour will be paid not less than 7% of the standard rate per week in addition to the per week rate.</p>	<p>(c) Driver</p> <p>An employee who is required to perform work as driver or a person in charge whilst on tour will be paid no less than an additional \$54.83 per week.</p>
<p>25.5 Special attendances—other than television or radio</p> <p>(a) Attendance prior to commencement of employment</p> <p>(i) A prospective employee may be required by the employer for</p>	<p>(d) Special attendance before commencement of employment—other than television or radio</p> <p>(i) A prospective employee may be required to attend at the</p>

<p>the purposes of wardrobe, fitting, publicity, public relations, still photography or any matter connected with an employer’s business (except radio or television appearances and/or interviews), to attend at the employer’s place of business, a still photographic studio or in another location agreed between the employer and the prospective employee.</p>	<p>employer’s place of business, a still photographic studio or another location agreed between the employer and the prospective employee for the purposes of wardrobe, fitting, publicity, public relations, still photography or any matter connected with the employer’s business (except radio or television appearances and/or interviews).</p>
<p>(ii) The employer will pay the prospective employee for the time of such attendance, including travel time, pro rata at the casual rehearsal rate prescribed by clause 24.6—Casuals of this award, with a minimum payment for three hours.</p> <p>(iii) The employer will pay the prospective employee for the cost of travel to any venue or location. Such attendance will be within the ordinary hours of work prescribed in clause 26—Ordinary hours of work and rostering.</p>	<p>(ii) The employer will pay the prospective employee for the time of the attendance at the casual rehearsal rate prescribed in clause 31.6(b), with a minimum payment for three hours.</p> <p>(iii) In addition, the employer will pay the prospective employee for the cost of travel to any venue or location.</p> <p>(iv) The attendance will be within the ordinary hours of work prescribed in clause 33—Ordinary hours of work and rostering.</p>
<p>(b) Attendance during period of employment</p> <p>(i) If, for the purpose of wardrobe, fitting, publicity, public relations, still photography or any other matter connected with the employer’s business the employer directs an employee to attend for that purpose, the time of such attendance will be counted as time worked with a minimum time to be credited to an employee of two hours for each attendance. However, should such a special attendance be required before, during or after a rehearsal or performance call, the time so spent will be counted as time worked.</p>	<p>(e) Special attendance during period of employment—other than television or radio</p> <p>(i) Where an employer directs an employee to attend at the employer’s place of business, a still photographic studio or another location agreed between the employer and the prospective employee for the purposes of wardrobe, fitting, publicity, public relations, still photography or any other matter connected with the employer’s business (except radio or television appearances and/or interviews) the time of the attendance will be counted as time worked with a minimum payment for two hours for each attendance.</p> <p>(ii) Where a special attendance is required before, during or after a rehearsal or performance call, the time of the special attendance will be counted as time worked.</p>

<p>25.6 Making of an advertisement—television or radio</p> <p>Where a segment of a production in which an employee is performing is filmed or otherwise recorded for publicity purposes and is made up to an advertisement for the production for the purposes of being transmitted by television or radio as paid advertisement the employee will be paid 4.9% of the standard rate per hour with a minimum payment as for four hours.</p>	<p>(f) Making of an advertisement—television or radio</p> <p>Where an employee performs in a segment of a production that is filmed or otherwise recorded for publicity purposes and that is made into an advertisement for the purpose of being transmitted by television or radio as paid advertisement for the production, that employee will be paid \$38.38 per hour with a minimum payment as for four hours.</p>
<p>25.7 Recording of a live production</p> <p>(a) Engagement under the terms of this award is for live performance. Except as provided for in clause 25.6, recording of a live production will be subject to the following:</p> <p>(i) the terms and conditions for a recording of a live production will be agreed between the employer and the employee and such agreement will be made in writing prior to the commencement of such recording; and</p> <p>(ii) reasonable written notice by the employer of the intention to record a live production in accordance with this clause will be given prior to the proposed recording to employees.</p>	<p>(g) Recording of a live production</p> <p>Except as provided for in clause 32.2(f), recording of a live production will be subject to the following:</p> <p>(i) the terms and conditions for a recording of a live production will be agreed between the employer and the employee in writing before recording begins; and</p> <p>(ii) the employer will give the employees reasonable written notice of the intention to record a live production before the recording is proposed to take place.</p>
<p>25.8 Special allowances applicable to Performers</p> <p>(a) Understudy allowances</p> <p>(i) The following definitions apply:</p> <p>star role is a role where the salary of the employee concerned exceeds the upper salary limit figure prescribed in clause 3—Definitions and interpretation</p> <p>leading role is a role where the salary of the employee concerned exceeds double the Performer Category 1 Grade 1 rate prescribed in Level 7 of clause 13—Classifications and minimum wages but is less than the upper salary limit figure as set out in the preceding provision</p> <p>supporting role is a role where the employee is required to speak more than 40 words or sing solo more than 40 bars of</p>	<p><i>Definitions moved to clause 3—Definitions</i></p>

<p>music in the aggregate, or dance solo more than 40 bars of music in the aggregate. A supporting role includes a situation where an employee performs such a role as part of a duo, trio or quartet.</p> <p>minor supporting role is a role of lesser requirements than those that apply for a supporting role</p> <p>swing performer is an employee who is engaged to understudy multiple roles in a production and who does not normally appear costumed on stage before an audience during the performance</p>																													
<p>(ii) Weekly allowance</p> <p>If an employee is required by the employer to act as understudy, the employee will be paid an additional amount for each part as follows:</p> <table border="1" data-bbox="336 702 1075 1053"> <thead> <tr> <th>Part understudied</th> <th>% of standard rate per week</th> </tr> </thead> <tbody> <tr> <td>Star role</td> <td>6.78</td> </tr> <tr> <td>Leading role</td> <td>4.84</td> </tr> <tr> <td>Supporting role</td> <td>2.91</td> </tr> <tr> <td>Minor supporting role</td> <td>2.32</td> </tr> </tbody> </table> <p>(iii) Per performance allowance</p> <p>If an employee is required to perform in a part in which they are acting as understudy, the employee will be paid an additional amount per performance as follows:</p> <table border="1" data-bbox="336 1276 1075 1420"> <thead> <tr> <th>Part performed</th> <th>% of standard rate per performance</th> </tr> </thead> <tbody> <tr> <td>Star role</td> <td>14.54</td> </tr> </tbody> </table>	Part understudied	% of standard rate per week	Star role	6.78	Leading role	4.84	Supporting role	2.91	Minor supporting role	2.32	Part performed	% of standard rate per performance	Star role	14.54	<p>(h) Allowances applicable to Performers</p> <p>(i) Understudy weekly allowance</p> <p>If an employee is required by the employer to act as understudy, the employee will be paid an additional amount for each part as follows:</p> <table border="1" data-bbox="1366 734 2105 1085"> <thead> <tr> <th>Part understudied</th> <th>\$ per week</th> </tr> </thead> <tbody> <tr> <td>Star role</td> <td>53.11</td> </tr> <tr> <td>Leading role</td> <td>37.91</td> </tr> <tr> <td>Supporting role</td> <td>22.79</td> </tr> <tr> <td>Minor supporting role</td> <td>18.17</td> </tr> </tbody> </table> <p>(ii) Understudy per performance allowance</p> <p>If an employee is required to perform in a part in which they are acting as understudy, the employee will be paid an additional amount per performance as follows:</p> <table border="1" data-bbox="1366 1292 2105 1420"> <thead> <tr> <th>Part performed</th> <th>\$ per performance</th> </tr> </thead> <tbody> <tr> <td>Star role</td> <td>113.89</td> </tr> </tbody> </table>	Part understudied	\$ per week	Star role	53.11	Leading role	37.91	Supporting role	22.79	Minor supporting role	18.17	Part performed	\$ per performance	Star role	113.89
Part understudied	% of standard rate per week																												
Star role	6.78																												
Leading role	4.84																												
Supporting role	2.91																												
Minor supporting role	2.32																												
Part performed	% of standard rate per performance																												
Star role	14.54																												
Part understudied	\$ per week																												
Star role	53.11																												
Leading role	37.91																												
Supporting role	22.79																												
Minor supporting role	18.17																												
Part performed	\$ per performance																												
Star role	113.89																												

<table border="0"> <tr> <td style="padding-right: 20px;">Leading role</td> <td style="text-align: right;">9.68</td> </tr> <tr> <td style="padding-right: 20px;">Supporting role</td> <td style="text-align: right;">5.82</td> </tr> <tr> <td style="padding-right: 20px;">Minor supporting role</td> <td style="text-align: right;">4.64</td> </tr> </table> <p>(iv) Agreement may be reached between a swing performer and the employer that the employee can appear costumed on stage once during the performance for the duration of one musical number. Such appearance will not exceed 10 minutes duration.</p>	Leading role	9.68	Supporting role	5.82	Minor supporting role	4.64	<table border="1" style="float: right; margin-right: 20px;"> <tr> <td style="padding-right: 20px;">Leading role</td> <td style="text-align: right;">75.82</td> </tr> <tr> <td style="padding-right: 20px;">Supporting role</td> <td style="text-align: right;">45.59</td> </tr> <tr> <td style="padding-right: 20px;">Minor supporting role</td> <td style="text-align: right;">36.35</td> </tr> </table> <p>(iii) Agreement may be reached between a swing performer and the employer that the employee can appear costumed on stage once during the performance for one musical number that will not exceed 10 minutes duration.</p>	Leading role	75.82	Supporting role	45.59	Minor supporting role	36.35
Leading role	9.68												
Supporting role	5.82												
Minor supporting role	4.64												
Leading role	75.82												
Supporting role	45.59												
Minor supporting role	36.35												
<p>(b) Dance Captain allowance</p> <p>A member of the ensemble of performers who acts as Dance Captain or who under the direction of the employer or the employer’s representative supervises the work of the ensemble of performers will be paid not less than 5.18% of the standard rate per week in addition to the per week rate.</p>	<p>(iv) Dance Captain allowance</p> <p>A member of the ensemble of performers who acts as dance captain or who under the direction of the employer or the employer’s representative supervises the work of the ensemble of performers will be paid a minimum of \$40.57 extra per week in addition to their weekly rate.</p>												
<p>25.9 Special allowances applicable to Company Dancers</p> <p>(a) Shoe allowance</p> <p>The employer will reimburse employees the cost of:</p> <ul style="list-style-type: none"> (i) pointe shoes as required; (ii) at least eight pairs of flat ballet shoes per year; and (iii) appropriate footwear for use on non-dance surfaces where a work is specifically choreographed for such a surface. <p>Provided that where the employer provides the above shoes/footwear, such reimbursement will not apply.</p>	<p>32.3 Expense-related allowances</p> <p>...</p> <p>(b) Special shoe allowance applicable to Company Dancers</p> <ul style="list-style-type: none"> (i) The employer will reimburse employees the cost of: <ul style="list-style-type: none"> • pointe shoes as required; • at least eight pairs of flat ballet shoes per year; and • appropriate footwear for use on non-dance surfaces where a work is specifically choreographed for such a surface. (ii) Where the employer provides the shoes prescribed in clause 32.3(b)(i) the reimbursement will not be payable. 												

<p>(b) Deputy Ballet Master/Mistress</p> <p>(i) A member of the company of dancers who acts on a regular basis as Deputy Ballet Master/Mistress and who, under the direction of the Artistic Director, supervises classes and performs other related additional duties, will be paid not less than 12.19% of the standard rate per week in addition to the per week rate.</p> <p>(ii) A member of the company of dancers who, on the direction of the Artistic Director supervises classes on an irregular basis will be paid a fee of not less than 6.09% of the standard rate per class in addition to the per week rate.</p>	<p>32.2 Wage-related allowances</p> <p>...</p> <p>(i) Deputy Ballet Master/Mistress (for Company Dancers)</p> <p>(i) A member of the company of dancers who acts on a regular basis as Deputy Ballet Master/Mistress and who, under the direction of the Artistic Director, supervises classes and performs other related additional duties, will be paid a minimum of \$95.48 extra per week in addition to their weekly rate.</p> <p>(ii) A member of the company of dancers who, on the direction of the Artistic Director supervises classes on an irregular basis will be paid a minimum of \$47.70 extra per class in addition to their weekly rate.</p>				
<p>25.10 Adjustment of expense related allowances</p> <p>(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.</p> <p>(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:</p> <table border="1" data-bbox="89 1053 1075 1149"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Wardrobe and make-up allowance</td> <td>Clothing and footwear group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Wardrobe and make-up allowance	Clothing and footwear group	<p><i>Provisions throughout award with respect to adjustment of expense related allowances consolidated in Schedule B.3.1 above</i></p>
Allowance	Applicable Consumer Price Index figure				
Wardrobe and make-up allowance	Clothing and footwear group				
<p>26. Ordinary hours of work and rostering</p> <p>26.1 A prospective employee may be required by the employer to attend for the purposes of wardrobe, fitting, publicity, public relations, still photography or any matter connected with an employer's business (except radio or television appearances and/or interviews) and will be paid for such attendance, including travel time, pro rata at the casual rehearsal rate prescribed by clause 24.6 of this award, with a minimum payment for three hours.</p>	<p>33. Ordinary hours of work and rostering</p> <p>33.1 A prospective employee may be required by the employer to attend for the purposes of wardrobe, fitting, publicity, public relations, still photography or any matter connected with an employer's business (except radio or television appearances and/or interviews) and will be paid for each attendance, including travel time, at the casual rehearsal rate prescribed by clause 31.6, with a minimum payment for three hours.</p>				

26.2 Performers**(a) General conditions**

- (i)** The ordinary hours of work are 38 in any one week.
- (ii)** Such hours will be worked on not more than six days in any one week.
- (iii)** Such hours will not exceed eight in any one day.
- (iv)** Such hours of work will be worked between the hours of 9.00 am and 11.15 pm.
- (v)** The minimum time to be credited to an employee for each whole time performance or dress rehearsal given will be 2.5 hours plus 30 minutes prior to the commencement of the performance for dressing and making up, and 15 minutes at the conclusion of the performance for dressing down.
- (vi)** The minimum time to be credited to an employee for each performance up to one hour in duration or dress rehearsal will be one hour plus 30 minutes prior to the commencement of the performance for dressing and making up, and 15 minutes at the conclusion of the performance for dressing down.
- (vii)** The minimum time to be credited to an employee for each rehearsal or any extra session such as wardrobe and photo calls, will be two hours provided that where extra calls are held either immediately before or after a rehearsal or performance call they will only be counted as time worked.
- (viii)** The employer will have the right to lay off an employee at the applicable award rate for not more than three weeks during such period of 26 weeks (pro rata for any period of less than 26 weeks), provided that:
 - lay-off time may be accumulated to a total of three weeks; and
 - a lay-off will only be applied on movement of a production from one theatre to another, excepting by mutual agreement between the employer and the employee.

33.2 Performers**(a) General conditions**

- (i)** The ordinary hours of work are 38 hours in any one week.
- (ii)** Ordinary hours will be worked between 9.00 am and 11.15 pm on no more than six days in any one week.
- (iii)** Ordinary hours will not exceed eight hours in any one day.
- (iv)** The minimum time to be credited to an employee for each whole time performance or dress rehearsal given will be 2.5 hours and 30 minutes before the start of the performance for dressing and making up, and 15 minutes at the end of the performance for dressing down.
- (v)** The minimum time to be credited to an employee for each performance up to one hour in duration or dress rehearsal will be one hour and 30 minutes before the start of the performance for dressing and making up, and 15 minutes at the end of the performance for dressing down.
- (vi)** The minimum time to be credited to an employee for each rehearsal or any extra session such as wardrobe and photo calls will be two hours. However, where extra calls are held either immediately before or after a rehearsal or performance call they will only be counted as time worked.
- (vii)** The employer will have the right to lay off an employee at the applicable award rate for no more than three weeks in a period of 26 weeks (pro rata for any period of less than 26 weeks), provided that:
 - lay-off time may be accumulated to a total of three weeks; and
 - a lay-off will only be applied on movement of a production from one theatre to another, except by mutual agreement between the employer and the employee.
- (viii)** Payments made in a broken week or where a production is transferred from one location to another and where layoff time is not applicable will be on the following basis:

<p>(ix) Payments made in a broken week or where a production is transferred from one location to another and where layoff time is not applicable will be on the following basis:</p> <ul style="list-style-type: none"> • rehearsal days at the beginning of the engagement will be paid at one sixth of the employee’s salary; • performances at the conclusion of the engagement will be paid at one eighth of the employee’s salary; and • where a production is transferred from one location to another and where layoff time is not applicable and where a mix of performing and non-performing days occur, the employee will receive their ordinary performance salary in full. 	<ul style="list-style-type: none"> • rehearsal days at the beginning of the engagement will be paid at one sixth of the employee’s salary; • performances at the conclusion of the engagement will be paid at one eighth of the employee’s salary; and • where a production is transferred from one location to another and where layoff time is not applicable and where a mix of performing and non-performing days occur, the employee will receive their ordinary performance salary in full.
<p>(b) Country tour</p> <p>(i) If engaged on a country tour, travel on any day on which a performance or rehearsal is to be held will occur between the hours of 9.00 am and 4.00 pm.</p> <p>(ii) On any other day between 9.00 am and 7.00 pm.</p>	<p>33.2 Performers</p> <p>...</p> <p>(c) Country tour</p> <p>Where an employee is engaged on a country tour, travel will occur as follows:</p> <p>(i) on any day on which a performance or rehearsal is to be held—between 9.00 am and 4.00 pm; and</p> <p>(ii) on any other day—between 9.00 am and 7.00 pm.</p>
<p>(c) Travel time to be counted as time worked</p> <p>Should the employer during the course of a normal day’s work require the employee to travel, the travelling time inclusive of regular stops for comfort and refreshment will be counted as time worked.</p> <p>(d) Organisation of work</p> <p>(i) A break of 11 clear hours between completion of one day’s work and the commencement of another will be given to the employee.</p> <p>(ii) On a day on which no performance is worked, the hours</p>	<p>(d) Travel time to be counted as time worked</p> <p>Where an employer requires an employee to travel during the course of a normal day’s work, the travelling time including regular stops for comfort and refreshment will be counted as time worked.</p> <p>(e) Organisation of work</p> <p>(i) An employee will be given a break of 11 clear hours between finishing one day’s work and starting another.</p> <p>(ii) On a day on which no performance is worked, the hours worked will be continuous except for the breaks prescribed in clause 34.</p>

<p>worked will be continuous except for breaks prescribed.</p> <p>(iii) Within the ordinary daily hours of work employees may be required to undertake:</p> <ul style="list-style-type: none"> • vocal and physical warm up immediately prior to a performance or dress rehearsal sufficient to minimise injury; and • classes and/or notes reasonably required to be completed by the employer. <p>(e) No rehearsal may be held on a day when more than one performance of a substantially whole time nature is given, except in the case of an emergency and with the agreement of the majority of the cast.</p> <p>(f) School tours</p> <p>(i) The ordinary hours during which a school performance may be held will be within the usual school hours in that school and up to one hour after such usual school hours, provided that an employee is not required to be at any central pick-up point more than one hour before the usual school starting time.</p> <p>(ii) There will be a break of at least 40 minutes clear of any dressing, undressing, making up or taking-off make-up provided for lunch.</p> <p>(iii) There will be a break of at least 15 minutes between the conclusion of one performance and the commencement of another performance in the same school.</p> <p>(iv) An employee will not, on any one day, be required to make more than one move from one school to another.</p> <p>(v) An employee will travel as directed by the employer by mutual agreement between the employee and the employer.</p> <p>(vi) Where an employee requests to make their own way to the next working venue and the employer agrees, the employee will be paid an allowance equal to the money that would have been paid by the employer on their travelling by the</p>	<p>(iii) Within the ordinary daily hours of work employees may be required to undertake:</p> <ul style="list-style-type: none"> • vocal and physical warm up immediately prior to a performance or dress rehearsal sufficient to minimise injury; and • classes and/or notes reasonably required to be completed by the employer. <p>(f) A rehearsal may not be held on a day when more than one performance of a substantially whole time nature is given, except in the case of an emergency and with the agreement of the majority of the cast.</p> <p>(g) School tours</p> <p>(i) The ordinary hours during which a school performance may be held will be within the usual school hours in that school and up to one hour after usual school hours, provided that an employee is not required to be at any central pick-up point more than one hour before the usual school starting time.</p> <p>(ii) There will be a break of at least 40 minutes clear of any dressing, undressing, making up or taking-off make-up provided for lunch.</p> <p>(iii) There will be a break of at least 15 minutes between the end of one performance and the start of another performance in the same school.</p> <p>(iv) An employee will not, on any one day, be required to make more than one move from one school to another.</p> <p>(v) By mutual agreement between the employee and the employer an employee will travel as directed by the employer.</p> <p>(vi) Where an employee requests to make their own way to the next working venue and the employer agrees, the employee will be paid the travelling allowance that would have been paid if they had travelled by the form of transport that the employer would have provided or that the employer did provide to the remainder of the company.</p>
---	---

<p>form of transport by which the employer did or would have transported the employee or the remainder of the company.</p> <p>(vii) The number of performances constituting a week's work will not exceed 10 when such performances are each of no longer duration than 1.5 hours (or two hours inclusive of discussion subsequent to performance); or</p> <p>(viii) The number of performances constituting a week's work will not exceed 15 when such performances are each of no longer than one hour.</p> <p>(ix) Each performance in excess of 10 or 15 (as the case may be) will be paid for at the rate of 1/10th of the employee's weekly wage extra.</p>	<p>(vii) The number of performances constituting a week's work will not exceed 10 when the performances are no longer than 1.5 hours duration each (or two hours inclusive of discussion after performance).</p> <p>(viii) The number of performances constituting a week's work will not exceed 15 when the performances are no longer than one hour duration each.</p> <p>(ix) A performer will be paid an extra 10% of their minimum rate for each performance in excess of 10 or 15 (as the case may be).</p>
<p>26.3 Company Dancers</p> <p>(a) General conditions</p> <p>(i) The ordinary hours of duty will not exceed 38 in any one week. No more than seven hours and 36 minutes on any one day will be worked.</p> <p>(ii) The employer will use their best endeavours to schedule five classes a week that will be compulsory and counted as time worked.</p> <p>(iii) In circumstances where the performance and rehearsal schedule of an individual employee is onerous or where some other special circumstance exists, the employer may provide by prior arrangement that an employee need not attend a scheduled class. Such non-attendance is to be without loss of pay.</p> <p>(iv) Any non-attendance at a class (without reasonable explanation) other than in accordance with the provisions of this subclause, or as elsewhere prescribed in this award, will be subject to loss of pay.</p> <p>(v) The minimum time to be credited to an employee for a whole time performance or dress rehearsal will be 3.75 hours (inclusive of warm-up, dressing and making up, and warm-</p>	<p>33.3 Company Dancers</p> <p>(a) General conditions</p> <p>(i) The ordinary hours of duty will not exceed 38 hours in any one week.</p> <p>(ii) No more than seven hours and 36 minutes on any one day will be worked.</p> <p>(iii) The employer will use their best endeavours to schedule five classes a week that will be compulsory and counted as time worked.</p> <p>(iv) Where the performance and rehearsal schedule of an individual employee is onerous or where some other special circumstance exists, the employer may make prior arrangements with an employee that the employee need not attend a scheduled class. Non-attendance under clause 33.3(a)(iv) is to be without loss of pay.</p> <p>(v) Any non-attendance at a class (without reasonable explanation) other than in accordance with clause 33.3(a)(iv), or as elsewhere prescribed in this award, will be subject to loss of pay.</p> <p>(vi) The minimum time to be credited to an employee for a whole</p>

<p>down, undressing and removing make-up). An employee will be credited with 3.75 hours of working time for each performance in which the employee takes part.</p> <p>(vi) Thirty minutes will be allowed for a warm-up/class before the employee will be required to perform or rehearse.</p> <p>(vii) The preparation time referred to herein and the warm-up time provided under clause 26.3(a)(vi) will be regarded in total and it will be at the discretion of the employee as to the order in which preparation and warm up are carried out.</p> <p>(viii) A break of 12 hours clear of warm-up, dressing, making up, warm-down, undressing and removing make-up will be given to an employee between completion of one day's work and the commencement of another, provided that in the case of travelling and/or schools work on the following day the break may be reduced to 11 hours if necessary.</p>	<p>time performance or dress rehearsal will be 3.75 hours (inclusive of warm-up, dressing and making up, and warm-down, undressing and removing make-up). An employee will be credited with 3.75 hours of working time for each performance in which the employee takes part.</p> <p>(vii) Thirty minutes will be allowed for a warm-up/class before the employee will be required to perform or rehearse.</p> <p>(viii) The preparation time referred to herein and the warm-up time provided under clause 33.3(a)(vii) will be regarded in total and it will be at the discretion of the employee as to the order in which preparation and warm up are carried out.</p> <p>(ix) An employee will be given a break of 12 hours clear of warm-up, dressing, making up, warm-down, undressing and removing make-up between finishing one day's work and starting another. In the case of travelling and/or schools work on the following day, the break may be reduced to 11 hours if necessary.</p>
<p>(b) Times of rehearsal</p> <p>During a week in which rehearsals only are held and during which no performance is given, the following provisions will apply:</p> <p>(i) The maximum number of hours worked per week will be 38.</p> <p>(ii) Rehearsals will be held on Monday to Friday provided that a rehearsal may be held on a Saturday if the employee is given a day off instead on the following Monday or on some other day as is mutually agreed. As far as possible such other day off will be in the week following the Saturday rehearsal.</p> <p>(iii) A maximum of seven hours and 36 minutes will be worked on any one day.</p> <p>(iv) Rehearsals will not commence before 9.30 am and will be concluded by 6.30 pm provided that by mutual agreement between the employer and employee rehearsals may be held in the afternoon and evening and in such cases will commence not earlier than 1.30 pm and will conclude by 10.30 pm, except in the week prior to commencement of a</p>	<p>(c) Times of rehearsal</p> <p>During a week in which only rehearsals are held and no performance is given, the following provisions will apply:</p> <p>(i) The maximum number of hours worked per week will be 38 hours.</p> <p>(ii) Rehearsals will be held on Monday to Friday.</p> <p>(iii) Despite clause 33.3(c)(ii) a rehearsal may be held on a Saturday if the employee is given a day off instead on the following Monday or on some other day as mutually agreed. As far as possible the other day off will be in the week following the Saturday rehearsal.</p> <p>(iv) A maximum of seven hours and 36 minutes will be worked on any one day.</p> <p>(v) Rehearsals will not start before 9.30 am and will finish by 6.30 pm.</p> <p>(vi) By mutual agreement between the employer and employee</p>

<p>new production where rehearsals will end by 11.00 pm.</p> <p>(v) There will be a break of at least one hour for lunch to be given between the hours of 12 noon and 2.00 pm.</p> <p>(vi) Where afternoon and evening rehearsals are agreed upon under clause 26.3(b)(iv) there will be a dinner break of 1.5 hours to be given between the hours of 5.00 pm and 7.30 pm provided that the length of such break may be varied by mutual agreement between the employer and the employee. However, in no case will the dinner break be less than one hour.</p> <p>(vii) When more than one rehearsal call or call for other work is made on one day, an interval of one hour will be given to employees after each four hour period of work. The said interval will be clear of any dressing, undressing, redressing, make-up or other work.</p> <p>(viii) There will be a 15 minute rest/tea break given in the morning following class and a 15 minute break given during the afternoon or evening rehearsal session.</p> <p>(ix) In the period of one week prior to commencement of a new production, a maximum of 44 hours may be worked in the six days, Monday to Saturday inclusive.</p> <p>(x) No rehearsal may be required on Christmas Day or Good Friday.</p> <p>(xi) All rehearsals will be regarded as continuous from the starting time to the finishing time each day, except by mutual agreement.</p> <p>(c) Rehearsal and performance</p> <p>(i) The maximum number of ordinary hours worked in any week in which performances and rehearsals take place will not exceed 38 hours.</p> <p>(ii) A maximum of seven hours and 36 minutes will be worked on any one day.</p>	<p>rehearsals may be held in the afternoon and evening. In such cases rehearsals will not start before 1.30 pm and will finish by 10.30 pm, except in the week prior to the start of a new production, where rehearsals will finish by 11.00 pm.</p> <p>(vii) A break of at least one hour for lunch will be given between 12 noon and 2.00 pm.</p> <p>(viii) Where afternoon and evening rehearsals are agreed upon under clause 33.3(c)(vi) there will be a 1.5 hour dinner break between 5.00 pm and 7.30 pm. By mutual agreement between the employer and the employee, the length of the break may be varied. However, in no case will the dinner break be less than one hour.</p> <p>(ix) When more than one rehearsal call or call for other work is made on one day, a one hour break, clear of any dressing, undressing, redressing and make-up, will be given to employees after each four hours of work.</p> <p>(x) A 15 minute rest break will be given:</p> <ul style="list-style-type: none"> • in the morning following class; and • during the afternoon or evening rehearsal session. <p>(xi) In the period of one week before the start of a new production, a maximum of 44 hours may be worked in the six days, Monday to Saturday.</p> <p>(xii) No rehearsal may be required on Christmas Day or Good Friday.</p> <p>(xiii) All rehearsals will be regarded as continuous from the starting time to the finishing time each day, except by mutual agreement.</p> <p>(d) Rehearsal and performance</p> <p>(i) The maximum number of ordinary hours worked in any week in which performances and rehearsals take place will not exceed 38 hours.</p>
---	--

<p>(iii) No rehearsal may be held on a day when more than one whole time performance is held except in the case of an emergency cast replacement.</p> <p>(iv) On any day in which one performance only is given, one rehearsal/session of four hours may be given by the employer except as otherwise provided in this award. Such rehearsal/class will not commence before 10.30 am unless otherwise agreed the employee's rehearsal on any such day will end no later than four hours prior to the call for the next performance of the employer's production in which the employee will appear.</p>	<p>(ii) A maximum of seven hours and 36 minutes will be worked on any one day.</p> <p>(iii) No rehearsal may be held on a day when more than one whole time performance is held except in the case of an emergency cast replacement.</p> <p>(iv) On any day in which one performance only is given, one rehearsal/class of four hours may be held by the employer except as otherwise provided in this award. The rehearsal/class will not start before 10.30 am, unless otherwise agreed, and will end no later than four hours before the call for the next performance of the employer's production.</p>
<p>(d) Performance</p> <p>(i) The ordinary hours during which a performance may be held will be from 10.00 am (commencement of a performance) to 11.30 pm (conclusion of a performance) on any six days Monday to Saturday. Should a performance extend beyond 11.30 pm the employee will receive a rate of double time for all time worked after 11.30 pm.</p> <p>(ii) There will be a break of not less than 45 minutes clear of warm-up, dressing, undressing, make-up or taking off make-up between the conclusion of one performance and the commencement of another performance on the same day except if the parties agree otherwise.</p> <p>(iii) If there is a break of less than two hours between the conclusion of one performance and the beginning of the next performance on the same day, the employer will provide the employee with a satisfactory meal. Alternatively, the employer may pay to the employee an amount of \$17.42 instead of the said meal.</p> <p>(iv) A performance will not exceed 3.75 hours in duration, provided that in the case of a performance with two intervals, the maximum performance time will be four hours. Such 3.75 or four hours will include warm-up, dressing and making up time and taking off make-up and undressing time</p>	<p>(e) Performance</p> <p>(i) The ordinary hours during which a performance may be held will be from 10.00 am (start of a performance) to 11.30 pm (end of a performance) on any six days Monday to Saturday.</p> <p>(ii) Should a performance extend beyond 11.30 pm the employee will be paid 200% of the minimum rate for all time worked after 11.30 pm.</p> <p>(iii) There will be at least 45 minutes clear of warm-up, dressing, undressing, make-up or taking off make-up between the end of one performance and the start of another performance on the same day except by mutual agreement.</p> <p>(iv) If there is a break of less than two hours between the end of one performance and the start of the next performance on the same day, the employer will:</p> <ul style="list-style-type: none"> • provide the employee with a satisfactory meal; or • pay to the employee an amount of \$17.42 instead of the meal. <p>(v) A performance will not exceed 3.75 hours in duration, provided that in the case of a performance with two intervals, the maximum performance time will be four hours. The 3.75 or four hours will include warm-up, dressing and making up</p>

<p>as specified in clause 26.3(a).</p> <p>(v) An employee will be credited with at least 3.75 hours of working time for each performance.</p>	<p>time and taking off make-up and undressing time as specified in clause 33.3(a).</p> <p>(vi) An employee will be credited with at least 3.75 hours of working time for each performance.</p>																										
<p>26.4 Number of performances</p> <p>(a) The maximum number of performances for which the ordinary weekly rate is paid will be:</p> <table border="1" data-bbox="71 422 1093 821"> <thead> <tr> <th></th> <th>Performance length</th> <th>Maximum number of performances</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Performers</td> <td>A substantially whole time production or pantomime</td> <td>8</td> </tr> <tr> <td>Up to one hour in duration</td> <td>12</td> </tr> <tr> <td rowspan="2">Company Dancers</td> <td>A substantially whole time production or pantomime</td> <td>7</td> </tr> <tr> <td>Up to one hour in duration</td> <td>10</td> </tr> </tbody> </table> <p>(b) Where additional performances are undertaken as part of the ordinary hours of work the following provisions will apply:</p> <p>(i) in the case of additional performances of a substantially whole time production (excepting pantomimes), the employee will be paid 12.5% of their ordinary weekly wage for each additional performance above eight;</p> <p>(ii) in the case of additional performances of pantomime exceeding eight but not exceeding 12, the employee will be paid an additional 12.5% of their ordinary weekly wage for the first performance exceeding eight and then an additional 6.25% of their ordinary weekly wage for each performance in excess of the ninth performance in any such week; and</p> <p>(iii) in the case of performances up to one hour in duration, an additional payment of 10% of their weekly wage for each performance above 12.</p>		Performance length	Maximum number of performances	Performers	A substantially whole time production or pantomime	8	Up to one hour in duration	12	Company Dancers	A substantially whole time production or pantomime	7	Up to one hour in duration	10	<p>33.4 Number of performances</p> <p>(a) The maximum number of performances for which the ordinary weekly rate is paid will be:</p> <table border="1" data-bbox="1294 422 2112 874"> <thead> <tr> <th></th> <th>Performance length</th> <th>Maximum number of performances</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Performers</td> <td>A substantially whole time production or pantomime</td> <td>8</td> </tr> <tr> <td>Up to one hour in duration</td> <td>12</td> </tr> <tr> <td rowspan="2">Company Dancers</td> <td>A substantially whole time production or pantomime</td> <td>7</td> </tr> <tr> <td>Up to one hour in duration</td> <td>10</td> </tr> </tbody> </table> <p>(b) Where additional performances are undertaken as part of the ordinary hours of work the following provisions will apply:</p> <p>(i) in the case of additional performances of a substantially whole time production (excepting pantomimes), the employee will be paid 12.5% of their minimum weekly rate for each additional performance exceeding eight;</p> <p>(ii) in the case of additional performances of pantomime exceeding eight but not exceeding 12, the employee will be paid an additional 12.5% of their minimum weekly rate for the first performance exceeding eight and then an additional 6.25% of their minimum weekly rate for each performance in excess of the ninth performance in any such week; and</p> <p>(iii) in the case of performances up to one hour in duration, an additional payment of 10% of their minimum weekly rate for each performance exceeding 12.</p>		Performance length	Maximum number of performances	Performers	A substantially whole time production or pantomime	8	Up to one hour in duration	12	Company Dancers	A substantially whole time production or pantomime	7	Up to one hour in duration	10
	Performance length	Maximum number of performances																									
Performers	A substantially whole time production or pantomime	8																									
	Up to one hour in duration	12																									
Company Dancers	A substantially whole time production or pantomime	7																									
	Up to one hour in duration	10																									
	Performance length	Maximum number of performances																									
Performers	A substantially whole time production or pantomime	8																									
	Up to one hour in duration	12																									
Company Dancers	A substantially whole time production or pantomime	7																									
	Up to one hour in duration	10																									

<p>(c) If an employee is engaged by the weekly engagement to appear in two or more different contemporaneous productions for the same employer, each production will be deemed to be a separate week's engagement for the purpose of this clause, but this will not apply when one of the productions is a pantomime, in which case the employee will be paid 12.5% of their weekly wage additional for each performance exceeding eight in a week.</p>	<p>(c) If an employee is engaged by the week pursuant to clause 30.2 to appear in two or more different contemporaneous productions for the same employer, each production will be deemed to be a separate week's engagement for the purpose of clause 33.4.</p> <p>(d) Despite clause 33.4(c), when one of the productions is a pantomime the employee will be paid an additional 12.5% of their minimum weekly rate for each performance exceeding eight in a week.</p>
<p>26.5 Rosters</p> <p>(a) Performers</p> <p>An employee will be given at least 24 hours' notice of any change in their rehearsal and/or performance scheduled hours except during the seven day period prior to the opening performance in which case 12 hours' notice will be given.</p>	<p>33.2 Performers</p> <p>...</p> <p>(b) Rosters</p> <p>An employee will be given at least 24 hours' notice of any change in their rehearsal and/or performance scheduled hours except during the seven day period before the opening performance in which case 12 hours' notice will be given.</p>
<p>(b) Company Dancers</p> <p>(i) A roster of performance and rehearsal hours will be provided by the employer weekly, giving the employee at least three days' notice of their forthcoming schedule. A copy of such roster will be made available to each employee and a master copy will be prominently displayed on a noticeboard.</p> <p>(ii) An employee will be given at least 48 hours' notice of any change in their rehearsal and/or performance hours except in the case of emergency, or during the seven day period prior to the opening performance, in which case 12 hours' notice will be given.</p>	<p>33.3 Company Dancers</p> <p>...</p> <p>(b) Rosters</p> <p>(i) A roster of performance and rehearsal hours will be provided by the employer weekly, giving the employee at least three days' notice of their forthcoming schedule.</p> <p>(ii) A copy of the roster will be made available to each employee and a master copy will be prominently displayed on a noticeboard.</p> <p>(iii) An employee will be given at least 48 hours' notice of any change in their rehearsal and/or performance hours except in the case of emergency, or during the seven day period before the opening performance, in which case 12 hours' notice will be given.</p>
<p>27. Breaks</p> <p>27.1 No employee will be required to work continuously in excess of four hours, or by agreement with a majority of the cast involved five hours,</p>	<p>34. Breaks</p> <p>34.1 No employee will be required to work continuously in excess of four hours, or by agreement with a majority of the cast involved five hours, without a</p>

<p>without a substantial break for a meal, recuperation and/or refreshment.</p> <p>27.2 A break will be of a minimum duration of one hour if taken before 4.00 pm or 1.5 hours if taken after that time.</p> <p>27.3 Such breaks will be unpaid.</p> <p>27.4 During rehearsals a reasonable refreshment break will be provided to employees to be counted as time worked.</p> <p>27.5 There will be a break of not less than 45 minutes clear of dressing, undressing, making up or taking off make-up between the conclusion of one performance and the commencement of another performance on the same day. If there is a break of less than two hours between the conclusion of one performance and the beginning of the next performance the employer will provide an employee with a satisfactory meal, including tea and coffee. Alternatively, the employer may pay to the employee an amount of \$27.06 instead of the said meal.</p> <p>27.6 There will be a clear break between the conclusion of a full rehearsal and the commencement of another full rehearsal or performance of one and a half hours.</p>	<p>substantial break for a meal, recuperation and/or refreshment.</p> <p>34.2 An unpaid break will be given as follows:</p> <p>(a) one hour if taken before 4.00 pm; or</p> <p>(b) 1.5 hours if taken after 4.00 pm.</p> <p>34.3 During rehearsals a reasonable refreshment break will be provided to employees to be counted as time worked.</p> <p>34.4 There will be a break of at least 45 minutes clear of dressing, undressing, making up or taking off make-up between the end of one performance and the start of another performance on the same day. If there is a break of less than two hours between the end of one performance and the start of the next performance on the same day, the employer will:</p> <p>(a) provide the employee with a satisfactory meal, including tea and coffee; or</p> <p>(b) pay the employee an amount of \$27.06 instead of the meal.</p> <p>34.5 There will be a clear break of 90 minutes between the end of a full rehearsal and the start of another full rehearsal or performance.</p>
<p>27.7 Breaks for travel</p> <p>The minimum breaks for travel will be as set out below, except where the employer and the employee agree otherwise:</p> <p>(a) There will be no work done by an employee on a day in which travel to and from the following places occurs:</p> <p>(i) Sydney/Perth;</p> <p>(ii) Brisbane/Perth;</p> <p>(iii) Melbourne/Perth.</p> <p>(b) Where an employee is required to travel other than as specified above, a two hour break will be given between arrival at the destination point and any rehearsal call or performance.</p>	<p>34.6 Breaks for travel</p> <p>The minimum breaks for travel will be as set out below, except where the employer and the employee agree otherwise:</p> <p>(a) There will be no work done by an employee on a day in which travel to and from the following places occurs:</p> <p>(i) Sydney/Perth;</p> <p>(ii) Brisbane/Perth; and</p> <p>(iii) Melbourne/Perth.</p> <p>(b) Where an employee is required to travel other than as specified above, a two hour break will be given between arrival at the destination and any rehearsal call or performance.</p>

<p>27.8 Adjustment of expense related allowances</p> <p>(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.</p> <p>(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:</p> <table border="1" data-bbox="291 542 1052 646"> <thead> <tr> <th>Allowance</th> <th>Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td>Meal allowance</td> <td>Take away and fast foods sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Meal allowance	Take away and fast foods sub-group	<p><i>Provisions throughout award with respect to adjustment of expense related allowances consolidated in Schedule B.3.1 above</i></p>
Allowance	Applicable Consumer Price Index figure				
Meal allowance	Take away and fast foods sub-group				
<p>28. Overtime and penalty rates</p> <p>28.1 Performers engaged by the week or for a longer period</p> <p>(a) All time worked in excess of eight hours on any one day will be paid for at the rate of time and a half for the first two hours and double time thereafter.</p> <p>(b) Subject to 28.1(c) all time worked in excess of 38 hours in any one week will be paid at the rate of time and a half for the first two hours and double time thereafter.</p> <p>(c) All hours worked during an engagement, or each 12 month period from the first date of engagement whichever is the earlier, (including rehearsals and performances) in excess of an average of 38 hours per week will be paid at the rate of time and a half at the completion of the engagement or the completion of each 12 month period from the first date of engagement, whichever is the earlier.</p>	<p>35. Overtime and penalty rates</p> <p>35.1 Performers engaged by the week or for a longer period</p> <p>(a) All time worked in excess of eight hours on any one day will be paid for at 150% of the minimum hourly rate for the first two hours and 200% of the minimum hourly rate after that.</p> <p>(b) Subject to 35.1(c) all time worked in excess of 38 hours in any one week will 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>(c) An employee will be paid 150% of the minimum hourly rate for all hours worked in excess of an average of 38 hours per week during an engagement, or during each 12 month period from the first date of engagement, whichever is the earlier. The overtime will be paid at the end of the period for which the payment is made.</p>				
<p>28.2 Performers engaged casually other than supernumeraries</p> <p>(a) An employee required to work beyond the hour of 11.30 pm or who is detained for work or any other reason beyond the hour of 11.30 pm by the employer will be paid at the rate of 1/12th of the appropriate casual rate for such employee for each half hour or part</p>	<p>35.3 Performers engaged casually other than supernumeraries</p> <p>(a) A casual employee, other than a supernumerary, will be paid an additional 8.3% of the casual rate for each half hour or part thereof that the employee is required to work or is detained by the employer for any other reason past 11.30 pm. The payment is made in addition</p>				

<p>thereof beyond 11.30 pm that the employee is required to work or is detained, in addition to any other payments for overtime, etc. and the ordinary fee applicable to such employee.</p> <p>(b) If a performance is longer than three hours or if the employee is detained by the employer during an engagement for a performance for more than three hours (excluding dressing/making up and dressing/removing make-up etc.) the employee will be paid at the rate of one sixth of the casual rate for each half hour or part thereof in excess of three hours that the employee is detained by the employer.</p>	<p>to any other payments for overtime, etc. and the minimum rate of pay applicable to the employee.</p> <p>(b) A casual employee, other than a supernumerary, will be paid an additional 16.7% of the casual rate for each half hour or part thereof in excess of three hours that the employee is detained:</p> <p>(i) for a performance that is longer than three hours; or</p> <p>(ii) by the employer during an engagement for a performance (excluding dressing/making up and dressing/removing make-up etc.).</p>
<p>28.3 General—applicable to weekly or casual engagements</p> <p>Where any of the intervals or breaks due to an employee as set out in this award are curtailed or extended beyond the hours specified, overtime at the rate of time and a half will be paid for each 15 minutes or part thereof of such curtailment or extension.</p>	<p>35.2 General—applicable to weekly or casual engagements</p> <p>Where any of the intervals or breaks due to an employee are restricted or extended beyond the hours specified under this award, the employee will be paid overtime at the rate of 150% of the minimum hourly rate for each 15 minutes or part thereof of the restriction or extension.</p>
<p>28.4 Company Dancers</p> <p>(a) Engaged by the week or for a longer period</p> <p>(i) The employee’s hourly rate of pay will be calculated by dividing the weekly rate by 38.</p> <p>(ii) For the purposes of calculating overtime, each day’s overtime will stand alone. Overtime will be calculated strictly on the basis of actual time worked.</p> <p>(iii) Where an employee is paid for an extra performance pursuant to clause 26.4(b)(i) and (iii), the hours paid for in relation to such extra performance will not be taken into account when calculating the weekly total of hours.</p> <p>(iv) All work performed in excess of the prescribed weekly total of hours or outside the prescribed spread or range of hours or as the result of a prescribed break or interval having been curtailed or extended beyond the hours specified will be paid for at the rate of time and a half for the first two hours and double time thereafter.</p>	<p>35.4 Company Dancers</p> <p>(a) Engaged by the week or for a longer period</p> <p>(i) The employee’s minimum hourly rate of pay will be calculated by dividing the minimum weekly rate by 38.</p> <p>(ii) For the purposes of calculating overtime, each day’s overtime will stand alone. Overtime will be calculated strictly on the basis of actual time worked.</p> <p>(iii) Where an employee is paid for an extra performance pursuant to clause 33.4(b)(i) and (iii), the hours paid for in relation to that extra performance will not be taken into account when calculating the weekly total of hours.</p> <p>(iv) Overtime is all work performed in excess of:</p> <ul style="list-style-type: none"> • the prescribed weekly total of hours; • outside the prescribed spread or range of hours; or • as the result of a prescribed break or interval having been

<p>(v) In the case of an emergency cast replacement where a rehearsal is held on a day when two performances are given, overtime will be paid at the rate of time and a half for the first two hours and double time thereafter for the duration of the rehearsal period.</p>	<p>restricted or extended beyond the hours specified.</p> <p>(v) All overtime will be paid for at 150% of the minimum hourly rate for the first two hours and 200% of the minimum hourly rate after two hours.</p> <p>(vi) In the case of an emergency cast replacement where a rehearsal is held on a day when two performances are given, overtime will be paid at 150% of the minimum hourly rate for the first two hours and 200% of the minimum hourly rate after two hours for the duration of the rehearsal period.</p>
<p>(b) Engaged casually</p> <p>An employee required to work beyond the hour of 11.30 pm or who is detained for work or any other reason beyond the hour of 11.30 pm by the employer will be paid at the rate of 1/12th of the appropriate casual rate for such employee for each half hour or part thereof in addition to any other payments for overtime, etc. and the ordinary fee applicable to such employee.</p>	<p>(b) Engaged casually</p> <p>A casual employee will be paid an additional 8.3% of the appropriate casual rate for each half hour or part thereof that the employee is required to work or is detained by the employer for any other reason past 11.30 pm. The payment is made in addition to any other payments for overtime, etc. and the minimum rate of pay applicable to the employee.</p>
<p>28.5 Sundays</p> <p>For any work done on Sundays, including rehearsal, the minimum rates per performance or three hour rehearsal session will be as follows:</p> <p>(a) Payment for employees engaged by the week or for a longer period</p> <p>(i) Where the time worked is in addition to the employee's prescribed weekly hours of work, the employee will be entitled to payment of an amount equivalent to one third of the employee's weekly wage in addition to the employee's wage for the week.</p> <p>(ii) Where the time worked is part of the employee's prescribed weekly hours of work, the employee will be entitled to payment of an amount equivalent to one sixth of the employee's wage for the week in addition to the employee's wage for the week, provided also that the employee's hours of work in that week will be arranged to provide the employee with one complete day off duty in that week.</p>	<p>35.5 Sundays</p> <p>For any work performed on Sundays, including rehearsal, the minimum rates per performance or three hour rehearsal session will be as follows:</p> <p>(a) Payment for employees engaged by the week or for a longer period</p> <p>(i) Where the time worked is in addition to the employee's prescribed weekly hours of work, the employee will be entitled to an additional payment of an amount equivalent to 33.3% of the employee's minimum weekly rate.</p> <p>(ii) Where the time worked is part of the employee's prescribed weekly hours of work, the employee will be entitled to an additional payment of an amount equivalent to 16.7% of the employee's minimum weekly rate provided that, the employee's hours of work in that week will be arranged to provide the employee with one complete day off duty in that week.</p>

<p>(b) If an employee is required by the employer to travel on a Sunday, the employee will be given a day off instead in the following week, provided that if a day off is not provided, the employee will be paid 8.3% of the employee's weekly wage in addition to the wage for the week for travel of up to three hours duration, and 1/38th of the weekly wage for each half hour or part thereof for travel in excess of three hours.</p>	<p>(b) An employee required by the employer to travel on a Sunday will be:</p> <p>(i) given a day off in the following week; or</p> <p>(ii) paid an additional 8.3% of the employee's minimum weekly rate for travel of up to three hours duration, and for each half hour or part thereof of travel in excess of three hours the employee will be paid an additional 100% of their minimum hourly rate.</p>
<p>(c) Payment for employees engaged casually</p> <p>Employees engaged casually will be entitled to payment for work on Sundays as follows:</p> <p>(i) for a performance, double the prescribed minimum rate per performance; or</p> <p>(ii) for a rehearsal, double the prescribed casual hourly rate rehearsal rate with a minimum payment as for four consecutive hours.</p>	<p>(c) Payment for employees engaged casually</p> <p>A casual employee will be entitled to payment for work on Sundays as follows:</p> <p>(i) for a performance, 200% of the prescribed minimum rate per performance; or</p> <p>(ii) for a rehearsal, 200% the prescribed casual hourly rehearsal rate in clause 31.6 with a minimum payment as for four consecutive hours.</p>
<p>Part 5—Musicians</p> <p>29. Types of employment</p> <p>29.1 A musician may be engaged:</p> <p>(a) weekly for the run of the play or plays in a particular place or places;</p> <p>(b) on an ongoing weekly basis;</p> <p>(c) on a weekly part-time basis; or</p> <p>(d) casually.</p>	<p>Part 6—Musicians</p> <p>36. Types of employment</p> <p>36.1 A musician may be engaged:</p> <p>(a) weekly for the run of the play or plays in a particular place or places;</p> <p>(b) on an ongoing weekly basis;</p> <p>(c) on a weekly part-time basis; or</p> <p>(d) casually.</p>
<p>29.2 Weekly employees</p> <p>(a) A musician will be engaged for a minimum of six calls per week and paid as a weekly employee for at least one week and where the employee so requires, the employer will confirm the engagement in writing.</p>	<p>36.2 Weekly employees</p> <p>(a) A musician will be engaged for a minimum of six calls per week and paid as a weekly employee for at least one week. The employer will confirm the terms of engagement in writing where the employee requires.</p>

<p>(b) The weekly wage prescribed by this award will be paid to each weekly employee who is ready and willing to perform the work provided by the award during any week, whether the employee is required to perform such work or not. This provision will apply to all engagements whether for open air performances or otherwise.</p> <p>(c) Where a musician is engaged as a weekly employee for any fixed number of calls per week, the number of calls will not be reduced, except by notice of not less than one week.</p> <p>(d) Where a musician is required by an employer to go on tour, such employee will be deemed to be in the employment of the employer for at least from the time at which the employee begins to travel on the tour and to remain in such employment at least until they finish travelling on the return from the tour.</p>	<p>(b) The weekly rate of pay will be paid to each weekly employee who is ready and willing to perform the work provided by the employer during any week, whether the employee is required to perform the work or not. This provision will apply to all engagements whether for open air performances or otherwise.</p> <p>(c) Where a musician is engaged as a weekly employee for any fixed number of calls per week, the number of calls will not be reduced unless at least one week's notice is provided.</p> <p>(d) Where a musician is required by an employer to go on tour, the employee will be deemed to be in the employment of the employer from at least the time at which the employee begins to travel on the tour and is deemed to remain in that employment at least until they finish travelling on the return from the tour.</p>
<p>29.3 Part-time weekly employee</p> <p>(a) A part-time weekly employee will be an employee engaged for a minimum of two calls per week and a maximum of six calls per week for a period of not less than four consecutive weeks. Where the employee so requires, the employer will confirm the engagement in writing.</p> <p>(b) A part-time weekly employee will be entitled to the same conditions of employment as a weekly employee is entitled to under this award. Such entitlement will be proportionate to the average hours worked per week by the employee.</p>	<p>36.3 Part-time weekly employee</p> <p>(a) A part-time weekly employee will be an employee engaged for a minimum of two calls per week and a maximum of six calls per week for a period of at least four consecutive weeks. The employer will confirm the terms of engagement in writing where the employee requires.</p> <p>(b) A part-time weekly employee will be entitled to the same conditions of employment that a weekly employee is entitled to under this award. The entitlement will be proportionate to the average hours worked by the employee per week.</p>
<p>29.4 Casual employees</p> <p>(a) Where an employee is not engaged as a weekly employee or part-time weekly employee, such employee will be engaged as a casual employee.</p> <p>(b) At least 48 hours' notice will be given of cancellation of a casual engagement either personally or to an address to be notified to the employer by the employee at the time of engagement, failing which, full payment will be made.</p>	<p>36.4 Casual employees</p> <p>(a) An employee who is not engaged as a weekly employee or part-time weekly employee will be engaged as a casual employee.</p> <p>(b) At least 48 hours' notice will be given of cancellation of a casual engagement either personally or to an address provided to the employer by the employee at the time of engagement. Where an employer fails to give 48 hours' notice, full payment will be made.</p>

30. Minimum wages

30.1 Minimum wages for Musicians are set out in clause 13—Classifications and minimum wages.

30.2 Weekly employees

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

Minimum hourly wage	\$
Musicians	37.41
Musicians accompanying artists	39.38
Principal Musicians	43.94
Conductor—Leader	47.67

37. Minimum wages

37.1 Minimum wages for Musicians are set out in clause 14—Minimum wages.

37.2 Weekly employees

(a) Musicians will be engaged by the call, with a minimum payment of three hours.

(b) The minimum weekly rate for musicians is the minimum hourly rate set out below multiplied by the number of hours worked.

Minimum hourly rate ¹	\$
Musicians	37.41
Musicians accompanying artists	39.38
Principal Musicians	43.94
Conductor—Leader	47.67

¹The minimum hourly rate is calculated by dividing the appropriate minimum weekly rate in clause 14.1 by 24.

30.3 Casual employees

The minimum rate of pay for all casual employees as defined will be the total minimum hourly rate prescribed in clause 30.2 of this award plus 25% with a minimum of three hours for each engagement.

37.3 Casual employees

(a) The minimum rate of pay for casual employees will be

(i) the minimum hourly rate prescribed in clause 37.2(b), and

(ii) a loading of **25%** of the minimum hourly rate.

(b) Casual employees will be paid for a minimum of three hours' for each engagement.

30.4 Conductor-Leader

A Conductor-Leader will receive the following allowances:

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

37.4 Conductor-Leader

(a) Where there are three or more musicians, a Conductor-Leader will be paid the appropriate rate plus a loading of **13.3%** of that rate.

(b) A Conductor-Leader employed in grand opera, grand ballet, concerts

<p>(b) A Conductor-Leader employed in grand opera, grand ballet, concerts or religious performance will receive the appropriate rate plus 10%.</p>	<p>or religious performance will be paid the appropriate rate plus a loading of 10% of that rate.</p>						
<p>30.5 Instrumentalist playing alone The rate for an instrumentalist playing alone will be the appropriate rate plus 17.5%.</p>	<p>37.5 Instrumentalist playing alone An instrumentalist playing alone will be paid the appropriate rate plus a loading of 17.5% of that rate.</p>						
<p>30.6 Repetiteur rate The rate for a repetiteur will be the appropriate rate plus 12.5%.</p>	<p>37.6 Repetiteur rate A repetiteur will be paid the appropriate rate plus a loading of 12.5% of that rate.</p>						
<p><i>Clause inserted – proposed new provision</i></p>	<p>38. Allowances 38.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule B for a summary of monetary allowances and method of adjustment.</p>						
<p>31. Special allowances 31.1 Where an employee is required to double on one or more additional instruments, (provided that a percussionist will receive such allowance in respect of each of the xylophone, vibraphone, tympani, and either (but not both) marimba and glockenspiel), the following doubling allowance will apply:</p> <p>(a) For each instrument supplied by the musician, the rate will be 1.8% of the standard rate per additional instrument per call or 14.5% of the total minimum call rate, whichever is the greater.</p> <p>(b) For each instrument supplied by the employer, the rate will be 1.3% of the standard rate per additional instrument per call or 9.5% of the total minimum call rate, whichever is the greater.</p>	<p>38.2 Wage-related allowances (a) Doubling allowance</p> <p>(i) Where an employee is required to double on one or more additional instruments a doubling allowance will be paid as follows:</p> <table border="1" data-bbox="1375 970 2112 1267"> <thead> <tr> <th data-bbox="1375 970 1565 1070">Instrument supplied by</th> <th data-bbox="1565 970 2112 1070">Rate per additional instrument per call</th> </tr> </thead> <tbody> <tr> <td data-bbox="1375 1070 1565 1166">Musician</td> <td data-bbox="1565 1070 2112 1166">\$14.10 or 14.5% of the total minimum call rate (whichever is the greater)</td> </tr> <tr> <td data-bbox="1375 1166 1565 1267">Employer</td> <td data-bbox="1565 1166 2112 1267">\$10.18 or 9.5% of the total minimum call rate (whichever is the greater)</td> </tr> </tbody> </table> <p>(ii) Percussionists A percussionist will receive the doubling allowance in clause 38.2(a) in respect of each of the xylophone, vibraphone, tympani, and either the marimba and glockenspiel but not both.</p>	Instrument supplied by	Rate per additional instrument per call	Musician	\$14.10 or 14.5% of the total minimum call rate (whichever is the greater)	Employer	\$10.18 or 9.5% of the total minimum call rate (whichever is the greater)
Instrument supplied by	Rate per additional instrument per call						
Musician	\$14.10 or 14.5% of the total minimum call rate (whichever is the greater)						
Employer	\$10.18 or 9.5% of the total minimum call rate (whichever is the greater)						

<p>31.2 Supply of music</p> <p>An employee required to supply their own music will receive the following allowance:</p> <p>(a) weekly employee—1.3% of the standard rate per week; or</p> <p>(b) casual employee—4% of the standard rate per call.</p>	<p>(b) Supply of music</p> <p>An employee required to supply their own music will receive the following allowance:</p> <p>(i) weekly employee—\$10.18 per week; or</p> <p>(ii) casual employee—\$31.33 per call.</p>
<p>31.3 Soloists</p> <p>An employee performing solo in an orchestra will receive 0.7% of the standard rate per instrument per call.</p>	<p>(c) Soloists</p> <p>An employee performing solo in an orchestra will receive \$5.48 per instrument per call.</p>
<p>31.4 Setting up time</p> <p>Where a drummer or electronic instrumentalist is required by the employer to move their equipment to and from their place of employment, they will receive in addition to their normal rate an allowance equal to 15 minutes of work at the ordinary time rate of pay.</p>	<p>(d) Setting up time</p> <p>Where a drummer or electronic instrumentalist is required by the employer to move their equipment to and from their place of employment, they will receive in addition to their normal rate an allowance equal to 15 minutes of work at the ordinary time rate of pay.</p>
<p>31.5 Employee playing in specialty entertainments</p> <p>Where an engagement customarily accepted as speciality is for more than six days, the rate will be the appropriate rate plus 66.7%.</p>	<p>(e) Employee playing in specialty entertainments</p> <p>Where an engagement customarily accepted as speciality is for more than six days, the rate will be the appropriate rate plus a loading of 66.7% of that rate.</p>
<p>31.6 Broadcast, telecast, filmed or recorded</p> <p>Where an employee is broadcast, telecast, filmed or recorded from a theatre or other place of entertainment during the course of such entertainment, in addition to the appropriate rate of pay the employee will receive:</p> <p>(a) for a televised performance:</p> <p>(i) 14.02% of the standard rate;</p> <p>(ii) if a Principal, the payment in clause 31.6(a)(i) and an additional 25%;</p> <p>(iii) for doubling, 25% extra per additional instrument per call; and</p> <p>(iv) for overdubbing, an additional minimum call fee,</p>	<p>(f) Broadcast, telecast, filmed or recorded</p> <p>Where an employee is broadcast, telecast, filmed or recorded from a theatre or other place of entertainment, in addition to the appropriate rate of pay the employee will receive:</p> <p>(i) \$109.82 per performance for a televised performance, and:</p> <ul style="list-style-type: none"> • if a Principal, the payment in clause 38.2(f)(i) and an additional 25%; • for doubling, 25% extra per additional instrument per call; and • for overdubbing, an additional minimum call fee,

<p>(b) for a radio broadcast:</p> <p>(i) as a minimum payment for a call up to three hours in which there can be 21 minutes of finished material, 15.12% of the standard rate;</p> <p>(ii) if a Principal, the payment in 31.6(b)(i) and an additional 25%;</p> <p>(iii) for doubling, 25% extra per additional instrument per call;</p> <p>(iv) for overdubbing, an additional minimum call fee; and</p> <p>(v) for any time worked in excess of the initial three hour call in respect of completion of the initial 21 minutes of finished recording, payment at the rate of time and a half, with a minimum payment of one hour,</p>	<p>(ii) a minimum payment of \$118.43 per radio broadcast for a call up to three hours in which there can be 21 minutes of finished material, and:</p> <ul style="list-style-type: none"> • if a Principal, the payment in clause 38.2(f)(ii) and an additional 25%; • for doubling, 25% extra per additional instrument per call; • for overdubbing, an additional minimum call fee; and • for any time worked in excess of the initial three hour call in respect of completion of the initial 21 minutes of finished recording, the employee will be paid 150% of the minimum hourly rate, with a minimum payment of one hour,
<p>(c) for simulcast (radio and television, single use within Australia):</p> <p>(i) 28.82% of the standard rate extra; and</p> <p>(ii) if a Principal, the payment in clause 31.6(c)(i) and an additional 25%.</p>	<p>(iii) \$225.75 per simulcast (radio and television, single use within Australia), and:</p> <ul style="list-style-type: none"> • if a Principal, the payment in clause 38.2(f)(iii) and an additional 25%,
<p>(d) for an audio-visual or visual recording of a performance:</p> <p>(i) 20.70% of the standard rate;</p> <p>(ii) if a Principal, the payment in clause 31.6(d)(i) and an additional 25%; and</p> <p>(iii) for doubling, 25% extra per additional instrument per call;</p> <p>(iv) for overdubbing, an additional minimum call fee,</p>	<p>(iv) \$162.14 for each audio-visual or visual recording of a performance, and</p> <ul style="list-style-type: none"> • if a Principal, the payment in clause 38.2(f)(iv) and an additional 25%; and • for doubling, 25% extra per additional instrument per call; • for overdubbing, an additional minimum call fee,
<p>(e) for an audio recording of a performance:</p> <p>(i) 15.12% of the standard rate for which there can be 21 minutes of finished material;</p> <p>(ii) if a principal, the payment in clause 31.6(e)(i) and an additional 25%; and</p>	<p>(v) \$118.43 for each audio recording of a performance for which there can be 21 minutes of finished material, and:</p> <ul style="list-style-type: none"> • if a principal, the payment in clause 38.2(f)(v) and an additional 25%; and

<ul style="list-style-type: none"> (iii) for doubling, 25% extra per additional minimum call fee; (iv) for overdubbing, an additional minimum call fee; (v) to record more than 21 minutes of finished material, the employee will be paid at time and a half for a minimum of one hour, 	<ul style="list-style-type: none"> • for doubling, 25% extra per additional instrument per call; • for overdubbing, an additional minimum call fee; • to record more than 21 minutes of finished material, the employee will be paid 150% of the minimum hourly rate for a minimum of one hour.
<p>(f) the provisions of clause 31.6 of this Award will not apply to an archival and/or reference recording as defined. Subject to an agreement between an employer and an employee who participated in an archival and/or reference recording the employer will pay those employees no less than the applicable rate set out in paragraphs (a) to (e) above.</p>	<p>(vi) The provisions of clause 38.2(f) will not apply to an archival and/or reference recording as defined in clause 3—Definitions. By agreement between an employer and an employee who participated in an archival and/or reference recording the employer will pay those employees no less than the applicable rate set out in paragraphs 38.2(f)(i) to (v).</p>
<p>31.7 Upkeep allowances</p> <ul style="list-style-type: none"> (a) Each employee (including a casual employee) who supplies one or more instruments must be paid an instrument upkeep allowance of \$12.93 per instrument per week for weekly employees and \$1.62 per instrument per call for casual employees. (b) A harpist employed on a weekly basis must be paid an instrument upkeep allowance of \$28.65 per week and a casual employee must be paid an allowance of \$4.27 per call. (c) Where a percussionist provides the complete percussion kit, or a substantial part of the percussion kit, as defined in clause 3—Definitions and interpretation, they must be paid in addition to their ordinary rate of pay an allowance of \$10.33 per week. 	<p>38.3 Expense-related allowances</p> <ul style="list-style-type: none"> (a) Upkeep allowances <ul style="list-style-type: none"> (i) An employee who supplies one or more instruments must be paid an instrument upkeep allowance as follows: <ul style="list-style-type: none"> • weekly employees—\$12.93 per instrument per week; and • casual employees—\$1.62 per instrument per call. (ii) A harpist must be paid an instrument upkeep allowance as follows: <ul style="list-style-type: none"> • weekly employees—\$28.65 per week; and • casual employees—\$4.27 per call. (iii) Where a percussionist provides the complete percussion kit, or a substantial part of the percussion kit, they must be paid \$10.33 per week in addition to their ordinary rate of pay.

<p>31.8 Adjustment of expense related allowances</p> <p>(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.</p> <p>(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:</p> <table border="1" data-bbox="107 544 1093 683"> <thead> <tr> <th data-bbox="107 544 353 576">Allowance</th> <th data-bbox="376 544 1093 576">Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td data-bbox="107 612 353 644">Upkeep allowance</td> <td data-bbox="376 612 1093 683">Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Upkeep allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group	<p><i>Provisions throughout award with respect to adjustment of expense related allowances consolidated in Schedule B.3.1 above</i></p>
Allowance	Applicable Consumer Price Index figure				
Upkeep allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group				
<p>32. Ordinary hours of work and rostering</p> <p>32.1 Subject to the overtime provisions of this award, the duration of a call will not exceed three hours and will include all intervals and breaks as time worked.</p>	<p>39. Ordinary hours of work and rostering</p> <p>Subject to the overtime provisions in clause 41, the duration of a call will not exceed three hours and will include all intervals and breaks as time worked.</p>				
<p>33. Breaks</p> <p>33.1 All employees will be entitled to a break of not less than 15 minutes in each call of more than two hours.</p> <p>33.2 For the purposes of clause 33.1, break will mean and include a period in which an employee will not be required to perform musical services and will count as time worked.</p> <p>33.3 At least one hour's break will be observed between two or more calls per day. For the purposes of this clause, the break will not count as time worked.</p>	<p>40. Breaks</p> <p>40.1 All employees will be entitled to a break of at least 15 minutes in each call of more than two hours.</p> <p>40.2 For the purposes of clause 40.1, break means a period in which an employee will not be required to perform musical services and will count as time worked.</p> <p>40.3 Employees will be entitled to at least one hour's break between two or more calls per day and the break will not count as time worked.</p>				
<p>34. Overtime and penalty rates</p> <p>34.1 All time worked on Monday to Saturday inclusive over or outside the prescribed time of any call will be paid for at time and a half the appropriate ordinary rate, provided that work performed after 12 midnight</p>	<p>41. Overtime and penalty rates</p> <p>41.1 All time worked on Monday to Saturday over or outside the prescribed time of any call will be paid for at 150% of the minimum rate.</p>				

<p>and before 7.00 am will be paid at double the appropriate ordinary rate.</p> <p>34.2 Any call in excess of two worked on any one day will be paid for at the rate of time and a half.</p> <p>34.3 Overtime payments will be made in respect of each quarter hour or part thereof, provided that where the time limit of a call is exceeded by five minutes or less, such time will not be counted for the purposes of this clause.</p> <p>34.4 If an employee is directed to appear at a call which commences within one hour of the conclusion of a call at which such employee has appeared, the employee will be paid for such second call at the overtime rate prescribed herein unless there has been a complete change of audience between such two calls.</p>	<p>41.2 Despite clause 41.1, all time worked between 12 midnight and 7.00 am will be paid for at 200% of the minimum rate.</p> <p>41.3 Any call in excess of two worked on any one day will be paid for at 150% of the minimum rate.</p> <p>41.4 Overtime payments will be made in respect of each quarter hour or part thereof, provided that where the time limit of a call is exceeded by five minutes or less, that time will not be counted for the purposes of calculating overtime payments.</p> <p>41.5 If an employee is directed to appear at a call which starts within one hour of the end of a call at which that employee has appeared, the employee will be paid for the second call at the overtime rates prescribed in this clause unless there has been a complete change of audience between the two calls.</p>
<p>34.5 Sundays</p> <p>(a) Except as otherwise provided in this award, all work performed on Sundays will be paid for at the following rates:</p> <p>(i) For weekly employees, at double the appropriate rate payable for work performed on ordinary days with a minimum payment as for three hours.</p> <p>(ii) For casual employees, at double the appropriate rate payable for work performed on an ordinary day.</p> <p>(b) If an employee is required by their employer to travel on a Sunday, such employee will, unless paid in pursuance of the provisions of this award for working on the said Sunday, be paid \$11.30 in addition to the allowance elsewhere prescribed by this award.</p>	<p>41.6 Sundays</p> <p>(a) Except as otherwise provided in this award, all work performed on Sundays will be paid for at the following rates:</p> <p>(i) Weekly employees—200% of the minimum rate with a minimum payment as for three hours.</p> <p>(ii) Casual employees—200% of the minimum rate.</p> <p>(b) An employee who is required by their employer to travel on a Sunday will be paid \$11.30 in addition to the applicable allowances in clause 15.2, unless paid the Sunday rate in clause 41.6.</p>
<p>34.6 Adjustment of expense related allowances</p> <p>(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.</p> <p>(b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer</p>	<p><i>Provisions throughout award with respect to adjustment of expense related allowances consolidated in Schedule B.3.1 above</i></p>

Price Index (Cat No. 6401.0), as follows:		
Allowance	Applicable Consumer Price Index figure	
Travel allowance	Transport group	
<p>Part 6—Striptease Artists</p> <p>35. Types of employment</p> <p>35.1 Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> (a) full-time employees; (b) part-time employees; or (c) casual employees. <p>35.2 At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.</p>		<p>Part 7—Striptease Artists</p> <p>42. Types of employment</p> <p>42.1 Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> (a) full-time employees; (b) part-time employees; or (c) casual employees. <p>42.2 At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.</p>
<p>35.3 Full-time employees</p> <ul style="list-style-type: none"> (a) An employer may employ full-time employees in any classification in this award. (b) The hours of work of a full-time employee are an average of 38 per week. (c) The arrangement for working the average of 38 hours per week is to be agreed between the employer and the employee. (d) At the time of engagement the employer and the full-time employee will agree in writing on the arrangement of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day. (e) Any agreed variation to the arrangement of work will be recorded in writing. (f) All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause 41— 		<p>42.3 Full-time employees</p> <ul style="list-style-type: none"> (a) An employer may employ full-time employees in any classification in clause 43. (b) The hours of work of a full-time employee are an average of 38 hours per week. (c) The arrangement for working the average of 38 hours per week is to be agreed between the employer and the employee. (d) At the time of engagement the employer and the full-time employee will agree in writing on the arrangement of work, specifying at least: <ul style="list-style-type: none"> (i) the hours worked each day; (ii) which days of the week the employee will work; and (iii) the actual starting and finishing times each day. (e) Any agreed variation to the arrangement of work under

<p>Overtime and penalty rates.</p> <p>(g) A full-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate.</p> <p>(h) For all ordinary time worked after 7.00 am Sunday and before 7.00 am Monday, a 75% loading will be added to the hourly rate.</p> <p>(i) The number of hours for any one shift can be no greater than 10 hours.</p>	<p>clause 42.3(d) will be recorded in writing.</p> <p>(f) All time worked in excess of the hours agreed under clause 42.3(d) or (e) will be overtime and paid for at the rates prescribed in clause 48—Overtime.</p> <p>(g) For each ordinary hour worked, a full-time employee must be paid the minimum hourly rate for the appropriate classification.</p> <p>(h) For all ordinary time worked between 7.00 am Sunday and 7.00 am Monday, a full-time employee will be paid 175% of the appropriate minimum hourly rate.</p> <p>(i) A shift cannot be longer than 10 hours.</p>
<p>35.4 Part-time employees</p> <p>(a) An employer may employ regular part-time employees in any classification in this award.</p> <p>(b) A part-time employee is an employee who:</p> <p>(i) works less than full-time hours of 38 per week;</p> <p>(ii) has reasonably predictable hours of work; and</p> <p>(iii) 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>(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, which days of the week the employee will work and the actual starting and finishing times each day.</p> <p>(d) Any agreed variation to the regular pattern of work will be recorded in writing.</p> <p>(e) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.</p> <p>(f) An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a</p>	<p>42.4 Part-time employees</p> <p>(a) An employer may employ part-time employees in any classification in clause 43.</p> <p>(b) A part-time employee is an employee who:</p> <p>(i) works less than 38 hours per week;</p> <p>(ii) has reasonably predictable hours of work; and</p> <p>(iii) 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>(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:</p> <p>(i) the hours worked each day;</p> <p>(ii) which days of the week the employee will work; and</p> <p>(iii) the actual starting and finishing times each day.</p> <p>(d) Any agreed variation to the regular pattern of work in clause 42.4(c) will be recorded in writing.</p> <p>(e) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.</p>

<p>casual employee in accordance with clause 35.5.</p> <ul style="list-style-type: none"> (g) All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in clause 41—Overtime and penalty rates. (h) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate. (i) For all ordinary time worked after 7.00 am Sunday and before 7.00 am Monday, a 75% loading will be added to the hourly rate. (j) The number of hours for any one shift can be no greater than 10 hours. 	<ul style="list-style-type: none"> (f) An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 42.5. (g) All time worked in excess of the hours as mutually arranged under clause 42.4(c) or (d) will be overtime and paid for at the rates prescribed in clause 48—Overtime. (h) For each ordinary hour worked, a part-time employee must be paid the appropriate minimum hourly rate. (i) For all ordinary time worked between 7.00 am Sunday and 7.00 am Monday, a part-time employee will be paid 175% of the appropriate minimum hourly rate. (j) A shift cannot be longer than 10 hours.
<p>35.5 Casual employment</p> <ul style="list-style-type: none"> (a) An employer may employ casual employees in any classification in this award. (b) A casual employee working in an entertainment venue, including venues housing peepboxes, will be paid per hour at the rate of 1/38th of the weekly rate, plus the following additional loading for work performed: <ul style="list-style-type: none"> (i) between 7.00 am Monday to 7.00 am Saturday—25%; (ii) after 7.00 am Saturday and before 7.00 am Sunday—50%; (iii) after 7.00 am Sunday and before 7.00 am Monday—75%; and (iv) on public holidays prescribed in this award—100%. (c) On each occasion a casual employee is required to attend work, they are entitled to a minimum payment for two hours work or two performances, but will not exceed 10 hours work. 	<p>42.5 Casual employment</p> <ul style="list-style-type: none"> (a) An employer may employ casual employees in any classification in clause 43. (b) A casual employee working in an entertainment venue, including venues housing peepboxes, will be paid the appropriate minimum hourly rate for each ordinary hour worked, plus the following additional loadings for work performed: <ul style="list-style-type: none"> (i) between 7.00 am Monday and 7.00 am Saturday—25%; (ii) between 7.00 am Saturday and 7.00 am Sunday—50%; (iii) between 7.00 am Sunday and 7.00 am Monday—75%; and (iv) on public holidays prescribed in this award—100%. (c) A casual employee is entitled to a minimum payment for two hours work or two performances on each occasion the casual employee is required to attend work. (d) A shift cannot be longer than 10 hours.

<p>(d) Casual agency employees</p> <p>(i) Casual employees booked by an agency on a public holiday prescribed in this award will be paid as per clause 35.5(b)(iv).</p> <p>(ii) Casual employees of the agency may refuse work offered on short notice or if previously booked.</p> <p>(iii) Casual employees working for an agency will be paid per hour.</p> <p>(iv) Casual employees of an agency may accept employment from other agencies or entertainment venues providing the employees do not accept bookings or shifts that are conflicting with each other. The casual employee will not accept private bookings not made by an agency and will contact the agency if unable to attend a booking. The agency will be responsible for re-booking another employee.</p>	<p>42.5 Casual employment</p> <p>...</p> <p>(f) Casual agency employees</p> <p>(i) Casual employees booked by an agency on a public holiday prescribed in this award will be paid as per clause 42.5(b)(iv).</p> <p>(ii) Casual employees of the agency may refuse work offered on short notice or if previously booked.</p> <p>(iii) Casual employees working for an agency will be paid per hour.</p> <p>(iv) Casual employees of an agency may accept employment from other agencies or entertainment venues provided they do not accept bookings or shifts that conflict with each other.</p> <p>(v) A casual agency employee will not accept private bookings not made by an agency.</p> <p>(vi) A casual agency employee will contact the agency if unable to attend a booking and the agency will be responsible for re-booking another employee.</p>
<p>(e) Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.</p>	<p>42.5 Casual employment</p> <p>...</p> <p>(e) Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.</p>
<p>36. Classifications</p> <p>36.1 A person employed as a bar/waiting staff member means a bar attendant or waiter, personnel wearing skimpy, lingerie, bikini, see-through, topless or g-string costumes, or going nude.</p> <p>36.2 A person employed as a performer means a person performing a striptease act, erotic dance, tabletop dance, podium dance, private dance, lapdance or peepshow performance. Industry trends may call these performances by another name but will be recognised as the same performances under this award.</p>	<p>43. Classifications</p> <p>43.1 Bar/waiting staff means a bar attendant or waiter, personnel wearing skimpy lingerie, bikini, see-through, topless or g-string costumes, or going nude.</p> <p>43.2 Performer means a person performing a striptease act, erotic dance, tabletop dance, podium dance, private dance, lapdance or peepshow performance. Industry trends may call these performances by another name but will be recognised as the same performances under this award.</p>

<p>37. Minimum wages</p> <table border="1"> <thead> <tr> <th></th> <th>Total weekly wage \$</th> <th>Total minimum hourly rate \$</th> </tr> </thead> <tbody> <tr> <td>Bar/waiting staff</td> <td>718.60</td> <td>18.91</td> </tr> <tr> <td>Performer</td> <td>731.50</td> <td>19.25</td> </tr> </tbody> </table>		Total weekly wage \$	Total minimum hourly rate \$	Bar/waiting staff	718.60	18.91	Performer	731.50	19.25	<p>44. Minimum wages An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:</p> <table border="1"> <thead> <tr> <th></th> <th>Minimum weekly rate \$</th> <th>Minimum hourly rate \$</th> </tr> </thead> <tbody> <tr> <td>Bar/waiting staff</td> <td>718.60</td> <td>18.91</td> </tr> <tr> <td>Performer</td> <td>731.50</td> <td>19.25</td> </tr> </tbody> </table>		Minimum weekly rate \$	Minimum hourly rate \$	Bar/waiting staff	718.60	18.91	Performer	731.50	19.25
	Total weekly wage \$	Total minimum hourly rate \$																	
Bar/waiting staff	718.60	18.91																	
Performer	731.50	19.25																	
	Minimum weekly rate \$	Minimum hourly rate \$																	
Bar/waiting staff	718.60	18.91																	
Performer	731.50	19.25																	
<p><i>Clause inserted – proposed new provision</i></p>	<p>45. Allowances</p> <p>45.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule B for a summary of monetary allowances and method of adjustment.</p>																		
<p>38. Special allowances</p> <p>38.1 Cancellation rate If employees arrive at a booking and the booking has been cancelled without notice, the employee will receive a cancellation rate of 30% of the rate the employee would have been paid.</p> <p>38.2 Country bookings All bookings for country hotels or taverns are to be for a minimum of two performances or for a minimum of three hours for bar/waiting staff per day away.</p> <p>38.3 Parades If the employee is to participate in a parade representing the employer’s business, and that participation exposes nipples, buttocks or genitalia, a rate of 3.3% of the standard rate extra will be paid for each parade.</p>	<p>45.2 Wage-related allowances</p> <p>(a) Cancellation rate If employees arrive at a booking and the booking has been cancelled without notice, the employee will receive a cancellation rate of 30% of the rate the employee would have been paid.</p> <p>(b) Country bookings All bookings for country hotels or taverns are to be for a minimum of two performances or for a minimum of three hours for bar/waiting staff per day away.</p> <p>(c) Parades If the employee is to participate in a parade representing the employer’s business, and that participation exposes nipples, buttocks or genitalia, an allowance of \$25.85 will be paid for each parade.</p>																		

<p>38.4 Photographs</p> <p>(a) If the employee is to be photographed or filmed for the purpose of promoting or advertising the employer's business or for merchandise or magazine articles promoting the employer's business, the employer will specify in writing to the employee all details of the engagement including:</p> <p>(i) the way in which the work will be photographed or otherwise recorded; and</p> <p>(ii) the purpose for which the work, photograph, film, tape or other record will be used.</p> <p>(b) All employees will be required by the employer to sign the document setting out the above details prior to commencing work. Once an employee signs such document they will be responsible for carrying out the work specified in such document unless factors beyond their control prevent them from doing so.</p> <p>(c) An employer must not use the photograph, film or other record of the employee for any purpose other than that which is specified in writing to the employee at the time of engagement.</p>	<p>(d) Photographs</p> <p>(i) If the employee is to be photographed or filmed for the purpose of promoting or advertising the employer's business or for merchandise or magazine articles promoting the employer's business, the employer will specify in writing to the employee all details of the engagement including:</p> <ul style="list-style-type: none"> • the way in which the work will be photographed or otherwise recorded; and • the purpose for which the work, photograph, film, tape or other record will be used. <p>(ii) All employees will be required by the employer to sign the document setting out the above details prior to starting work. Once an employee signs the document the employee will be responsible for carrying out the work specified in the document unless prevented from doing so due to factors beyond their control.</p> <p>(iii) An employer must not use the photograph, film or other record of the employee for any purpose other than the purpose specified in writing to the employee at the time of engagement.</p>
<p>39. Rostering</p> <p>39.1 All employees will receive a copy of the roster of shifts for the coming week or weeks no less than seven days in advance.</p> <p>39.2 A timetable roster for performances for each shift will include performers' names, performance times, meal break and finish time. The roster will be posted on a noticeboard in the dressing room no less than one hour before the commencement of the shift.</p> <p>39.3 A timetable roster for each shift for bar/waiting staff will include staff names, start time, meal break and finish time. The roster will be posted on a staff noticeboard no less than one hour before the commencement of the shift.</p> <p>39.4 The roster will be altered by mutual consent at any time or by amendment of the roster on seven days' notice. Where practicable, two weeks' notice</p>	<p>46. Rostering</p> <p>46.1 All employees will receive a copy of the shift roster for the coming week or weeks at least seven days in advance.</p> <p>46.2 A timetable roster for performances for each shift will include performers' names, performance times, meal break and finish time. The roster will be posted on a noticeboard in the dressing room at least one hour before the start of the shift.</p> <p>46.3 A timetable roster for each shift for bar/waiting staff will include staff names, start time, meal break and finish time. The roster will be posted on a staff noticeboard at least one hour before the start of the shift.</p> <p>46.4 The roster may be varied by mutual agreement at any time or by the employer giving seven days' notice.</p>

<p>of rostered day or days off will be given provided that the days off may be changed by mutual consent or through sickness or other cause over which the employer has no control.</p> <p>39.5 This clause will not apply to employees booked by an agency, except where the agency booking arrangement with the employee is one that provides regular work to an entertainment venue in respect of the employee.</p> <p>39.6 Rest period</p> <p>(a) All employees will have 12 or more hours rest between shifts.</p> <p>(b) All employees on tour will have 12 or more hours' rest between the last evening show and the matinee.</p>	<p>46.5 Where practicable, two weeks' notice of rostered day or days off will be given provided that the days off may be changed by mutual agreement or because of sickness or other causes over which the employer has no control.</p> <p>46.6 Clause 46 will not apply to employees booked by an agency, except where the agency booking arrangement with the employee provides regular work to an entertainment venue in respect of the employee.</p> <p>46.7 Rest period</p> <p>(a) All employees will have at least 12 hours' rest between shifts.</p> <p>(b) All employees on tour will have at least 12 or hours' rest between the last evening show and the matinee.</p>
<p>39.7 Casuals</p> <p>On each occasion a casual employee is required to attend work they are entitled to a minimum payment for two hours work or two performances, but will not exceed 10 hours' work.</p>	<p><i>Provision deleted – duplicates clause 35.5(c) of award - see ED clauses 42.5(c) and 42.5(d)</i></p>
<p>40. Breaks</p> <p>40.1 If an employee, including a casual employee, is required to work for five or more hours in a day, they must be given an unpaid meal break of no less than 30 minutes. The break must be given no earlier than one hour after starting work and no later than six hours after starting work.</p> <p>40.2 If an employee is required to work more than two hours' overtime after the completion of the employee's rostered hours, they must be given an additional paid break of 20 minutes.</p> <p>40.3 Employees performing striptease, erotic dancing, tabletop or podium dancing will be given a break of no less than 30 minutes between the end of one performance and the commencement of another performance.</p> <p>40.4 All employees on tour will have a break of no less than three hours between a matinee and an evening booking.</p>	<p>47. Breaks</p> <p>47.1 An employee, including a casual employee, who is required to work for five or more hours in a day must be given an unpaid meal break of at least 30 minutes. The break must be given no earlier than one hour after starting work and no later than six hours after starting work.</p> <p>47.2 An employee is required to work more than two hours' overtime after finishing their rostered hours must be given an additional paid break of 20 minutes.</p> <p>47.3 Employees performing striptease, erotic dancing, tabletop or podium dancing will be given a break of at least 30 minutes between the end of one performance and the start of another.</p> <p>47.4 All employees on tour will have a break of at least three hours between a matinee and an evening booking.</p>

<p>41. Overtime and penalty rates</p> <p>41.1 A full-time employee will be paid overtime rates for any work performed outside of the aggregate hours per shift or agreed rostered hours set out in clause 35—Types of employment.</p> <p>41.2 A part-time employee will be paid overtime rates in the circumstances specified in clause 35.</p> <p>41.3 The overtime rate payable to an employee is time and a half of their normal rate of pay for the first two hours of overtime, and double their normal rate of pay after that.</p> <p>41.4 The overtime rate payable to an employee working on a rostered day off is double their normal rate of pay for any work performed. A minimum payment of four hours is payable to the employee even if they work for less than four hours.</p> <p>41.5 If starting work at the employee’s next rostered starting time would mean that the employee did not receive a full 12 hours break then:</p> <p>(a) the employee may, without loss of pay, start work at such a later time as is necessary to ensure that they receive a break of at least 12 hours; or</p> <p>(b) the employer must pay the employee overtime rates for all work performed until the employee has received a break of at least 12 hours.</p>	<p>48. Overtime</p> <p>48.1 Full-time and part-time employees</p> <p>(a) A full-time employee will be paid overtime rates for all time worked in excess of or outside the rostered hours agreed under clauses 42.3(d) or (e).</p> <p>(b) A part-time employee will be paid overtime rates for all time worked in excess of the rostered hours agreed under clauses 42.4(c) or (d).</p> <p>(c) The overtime rate payable to an employee is 150% of the minimum hourly rate for the first two hours and 200% of the minimum hourly rate after two hours.</p> <p>(d) The overtime rate payable to an employee working on a rostered day off is 200% of the minimum hourly rate for all time worked that day. A minimum payment of four hours is payable to the employee even if they work for less than four hours.</p> <p>(e) If starting work at the employee’s next rostered starting time would mean that the employee did not receive a full 12 hours break then:</p> <p>(i) the employee may, without loss of pay, start work at such a later time as is necessary to ensure that they receive a break of at least 12 hours; or</p> <p>(ii) the employer must pay the employee overtime rates for all work performed until the employee has received a break of at least 12 hours.</p>
<p>41.6 Casuals</p> <p>A casual employee will be paid per hour at the rate of 1/38th of the weekly rate, plus the following additional loading for worked performed:</p> <p>(a) between 7.00 am Monday to 7.00 am Saturday—25%;</p> <p>(b) after 7.00 am Saturday and before 7.00 am Sunday—50%;</p> <p>(c) after 7.00 am Sunday and before 7.00 am Monday—75%; and</p> <p>(d) on public holidays prescribed in this award—100%.</p>	<p><i>Provision deleted – duplicates clause 35.5(b) of current award – see exposure draft clause 42.5(b)</i></p>

<p>Part 7—Production and Support Staff</p> <p>42. Types of employment</p> <p>42.1 Full-time employees A full-time employee will be engaged by the week and subject to the provisions of clause 45—Ordinary hours of work and rostering.</p> <p>42.2 Part-time employees</p> <p>(a) A part-time employee is an employee engaged by the week and who works an agreed usual number of ordinary hours less than 38 each week.</p> <p>(b) A part-time employee working ordinary time will be paid per hour 1/38th of the weekly wage prescribed by this award for the level of work performed.</p> <p>(c) A part-time employee who by agreement works more than the agreed usual number of ordinary hours in any week will be paid at their ordinary rate of pay, subject always to any payment prescribed in clause 47—Overtime and penalty rates.</p> <p>(d) A part-time employee who performs work in excess of the ordinary hours for a full-time employee as prescribed in clause 45—Ordinary hours of work and rostering will be paid at overtime rates in accordance with the provisions in clause 47—Overtime and penalty rates.</p> <p>(e) The minimum time worked for each period of work will be not less than four consecutive hours for which a weekly employee is rostered.</p> <p>(f) In addition to other award entitlements, a part-time employee will receive pro rata annual leave, personal/carer’s leave and public holiday entitlements.</p>	<p>Part 8—Production and Support Staff</p> <p>49. Types of employment</p> <p>49.1 Full-time employees A full-time employee will be engaged to work 38 ordinary hours or an average of 38 ordinary hours per week and subject to the provisions of clause 52—Ordinary hours of work and rostering.</p> <p>49.2 Part-time employees</p> <p>(a) A part-time employee is an employee who:</p> <p>(i) is engaged by the week;</p> <p>(ii) works less than 38 hours per week;</p> <p>(iii) has reasonably predictable hours of work; and</p> <p>(iv) 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>(b) For each ordinary hours worked, a part-time employee must be paid the appropriate minimum hourly rate.</p> <p>(c) Overtime A part-time employee will be entitled to the overtime rates prescribed in clause 54—Overtime and penalty rates for work performed:</p> <p>(i) by agreement, in excess of their ordinary weekly rostered hours; and</p> <p>(ii) in excess of 38 hours per week.</p> <p>(d) A part-time employee will be rostered for a minimum of four consecutive hours on each shift.</p>
<p>42.3 Casual employees</p> <p>(a) A casual employee is engaged by the hour for a minimum of three consecutive hours. The employment of a casual employee may be</p>	<p>49.3 Casual employees</p> <p>(a) A casual employee is engaged by the hour for a minimum of three consecutive hours.</p>

<p>terminated without notice by either the employee or employer subject to the payment of the minimum amount of wages and subject to the employee working the time covered by the payment of such wages.</p> <p>(b) The appropriate per hour rate for casual employees is calculated by dividing the rate per week, as specified in clause 43—Minimum wages, for the relevant classification level by 38 and adding a 25% loading on such hourly rates so calculated.</p>	<p>(b) The employment of a casual employee may be terminated without notice by either the employee or employer subject to payment for a minimum of three hours and to the employee working the time covered by that minimum payment.</p> <p>(c) For each ordinary hour worked, a casual employee will be paid:</p> <p>(i) the minimum hourly rate for the appropriate classification; and</p> <p>(ii) a loading of 25% of the minimum hourly rate.</p>
<p>42.4 Seasonal employees</p> <p>(a) A seasonal employee will mean a weekly employee engaged either as full-time or part-time on a fixed term contract.</p> <p>(b) The duration of a seasonal contract will be determined in advance by agreement and the following provisions will apply:</p> <p>(i) the contract may be renewed as often and for such time periods as agreed between the employer and employee;</p> <p>(ii) conditions of employment will be those applying to weekly employees covered by this award; and</p> <p>(iii) where a new contract is offered and taken up immediately after the expiry of a previous contract, employment is treated as if it was continuous for entitlement purposes.</p>	<p>49.4 Seasonal employees</p> <p>(a) A seasonal employee is a weekly employee engaged either as full-time or part-time on a fixed term contract.</p> <p>(b) The duration of a seasonal contract will be determined in advance by agreement and the following provisions will apply:</p> <p>(i) the contract may be renewed as often and for the time periods as agreed between the employer and employee;</p> <p>(ii) conditions of employment will be those applying to full-time or part-time employees covered by this award; and</p> <p>(iii) where a new contract is offered and taken up immediately after the expiry of a previous contract, employment is treated as if it were continuous for entitlement purposes.</p>
<p>43. Minimum wages</p> <p>Minimum wages for Production and Support Staff are set out in clause 13—Classifications and minimum wages.</p>	<p>50. Minimum wages</p> <p>Minimum wages for Production and Support Staff are set out in clause 14.1.</p>
<p><i>Clause inserted – proposed new provision</i></p>	<p>51. Allowances</p> <p>51.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule B for a summary of monetary allowances and method of adjustment.</p>

<p>44. Special allowances</p> <p>44.1 Tools and equipment allowance</p> <p>(a) The employer will pay an allowance of \$9.22 per week to heads of departments required to supply their own tools. Other employees required to supply basic tools (limited to a hammer, brace/punch driver and wrench) will be paid an allowance of \$0.95 per day.</p> <p>(b) Employees will be reimbursed the cost of all mechanical property or light requirements including torches. Provided that such reimbursement will not be payable where the employer provides all mechanical property or light requirements including torches.</p>	<p>51.3 Expense-related allowances</p> <p>...</p> <p>(b) Tools and equipment allowance</p> <p>(i) The employer will pay an allowance of \$9.22 per week to heads of departments required to supply their own tools.</p> <p>(ii) Employees other than heads of departments who are required to supply basic tools (limited to a hammer, brace/punch driver and wrench) will be paid an allowance of \$0.95 per day.</p> <p>(iii) Employees will be reimbursed the cost of all mechanical property or light requirements including torches. Provided that the reimbursement will not be payable where the employer provides all mechanical property or light requirements including torches.</p>
<p>44.2 Transmission or recording allowance</p> <p>(a) Where a performance is to be recorded or transmitted by any means, including but not limited to radio or television transmission or film, video or audio recording, and whether transmitted live or recorded for later transmission, exhibition, distribution or sale, all production employees who perform work on that performance will receive a recording allowance of 15.9% of the standard rate in addition to the rate they would otherwise have received for that performance, provided that:</p> <p>(i) The recording allowance will only be paid when the recording transmission takes place during a performance;</p> <p>(ii) One payment will only be made under the provisions of clause 44.2(a) even though recording of a production may take place over a series of performances;</p> <p>(iii) where a performance is recorded for sound only or transmitted by radio only, the provisions of clause 44.2(a) will apply to sound technicians only;</p> <p>(iv) the provisions of clause 44.2(a) will not apply to:</p>	<p>51.2 Wage-related allowances</p> <p>(a) Transmission or recording allowance</p> <p>Where a performance is to be recorded or transmitted by any means, including but not limited to radio or television transmission or film, video or audio recording, and whether transmitted live or recorded for later transmission, exhibition, distribution or sale, all production employees who perform work on that performance will receive a single payment recording allowance of \$124.54 in addition to the rate they would otherwise have received for that performance, provided that:</p> <p>(i) the recording allowance will only be paid when the recording transmission takes place during a performance;</p> <p>(ii) one payment will only be made under the provisions of clause 51.2(a) even though recording of a production may take place over a series of performances;</p> <p>(iii) where a performance is recorded for sound only or transmitted by radio only, the provisions of clause 51.2(a) will apply to sound technicians only;</p>

<ul style="list-style-type: none"> • extracts of a performance or performances which are recorded or transmitted for news, publicity or promotional purposes, including paid television or radio commercials for that performance or season of performances; • a performance or performances which are recorded for training, educational or archival purposes, provided that the hirer undertakes in writing to the employer that such recordings will not be used for public broadcast, exhibition, distribution or sale; and • occasions when the only purpose of the hiring is the recording or transmission of a performance, even though a non-paying audience may be present; <p>(v) the recording allowance is not to be recorded as ordinary pay for the purpose of this award insofar as the calculation of overtime, penalty, shift and annual leave loading payments are concerned; or</p> <p>(vi) where the employer proposes an exclusion from payment of the recording allowance as provided for in clause 44.2(a)(iv), the employer will provide all production employees with seven days' notice of any such performance provided that where such recording or transmission is arranged with less than seven days' notice, all production employees will be provided with notice as soon as arrangements for the relevant recording or transmission are made.</p>	<p>(iv) the provisions of clause 51.2(a) will not apply to:</p> <ul style="list-style-type: none"> • extracts of a performance or performances which are recorded or transmitted for news, publicity or promotional purposes, including paid television or radio commercials for that performance or season of performances; • a performance or performances which are recorded for training, educational or archival purposes, provided that the hirer undertakes in writing to the employer that such recordings will not be used for public broadcast, exhibition, distribution or sale; and • occasions when the only purpose of the hiring is the recording or transmission of a performance, even though a non-paying audience may be present; <p>(v) the recording allowance is not to be recorded as ordinary pay for the purpose of this award insofar as the calculation of overtime, penalty, shift and annual leave loading payments are concerned; or</p> <p>(vi) where the employer proposes an exclusion from payment of the recording allowance as provided for in clause 51.2(a)(iv), the employer will provide all production employees with seven days' notice of any such performance provided that where the recording or transmission is arranged with less than seven days' notice, all production employees will be provided with notice as soon as arrangements for the relevant recording or transmission are made.</p>
<p>44.3 Adjustment of expense related allowances</p> <p>(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.</p> <p>(b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer</p>	<p><i>Provisions throughout award with respect to adjustment of expense related allowances consolidated in Schedule B.3.1 above</i></p>

<p>Price Index (Cat No. 6401.0), as follows:</p> <table border="1"> <thead> <tr> <th data-bbox="107 161 360 188">Allowance</th> <th data-bbox="394 161 898 188">Applicable Consumer Price Index figure</th> </tr> </thead> <tbody> <tr> <td data-bbox="107 229 360 288">Tools and equipment allowance</td> <td data-bbox="394 229 1032 325">Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group</td> </tr> </tbody> </table>	Allowance	Applicable Consumer Price Index figure	Tools and equipment allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group	
Allowance	Applicable Consumer Price Index figure				
Tools and equipment allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group				
<p>45. Ordinary hours of work and rostering</p> <p>45.1 Weekly employees</p> <p>(a) The ordinary hours of work for weekly employees will be 38 per week.</p> <p>(b) Ordinary hours may be worked on any of the days Monday through to and including Sunday between the hours of 7.00 am and 12 midnight. Provided that a Production & Support Staff employee engaged specifically as a cleaner may be rostered to work ordinary hours between 12 midnight and 7.00 am and will receive an additional loading of 20% of their ordinary hourly rate for such work.</p> <p>(c) The number of ordinary hours to be worked on any day will be a minimum of four hours and a maximum of 12 hours to be worked in no more than two periods, each period to be continuous except as to meal hours occurring therein.</p> <p>(d) Full-time employees will be entitled to two rostered days off work for every period of seven days, which will be consecutive wherever reasonably possible, provided that such rostered days off may by agreement accumulate up to a maximum of six days.</p> <p>(e) Weekly employees must be notified seven days in advance by the employer of their working shifts by means of a roster placed in the staff room for each employee's perusal. At least seven days' notice must be given to the employee should any alteration of the working hours be intended, except in the case of emergency.</p>	<p>52. Ordinary hours of work and rostering</p> <p>52.1 Weekly employees</p> <p>(a) The ordinary hours of work for weekly employees, other than part-time employees, will be 38 hours per week.</p> <p>(b) Ordinary hours may be worked Monday to Sunday between 7.00 am and 12 midnight.</p> <p>(c) Despite clause 52.1(b), a Production and Support Staff employee engaged specifically as a cleaner may be rostered to work ordinary hours between 12 midnight and 7.00 am and will receive an additional loading of 20% of the minimum hourly rate for such work.</p> <p>(d) The number of ordinary hours to be worked on any day will be a minimum of four hours and a maximum of 12 hours to be worked in no more than two periods. Each period will be continuous except for meal breaks.</p> <p>(e) Full-time employees will be entitled to two rostered days off work for every period of seven days. The rostered days off will be consecutive wherever reasonably possible, provided that the rostered days off may by agreement accumulate up to a maximum of six days.</p> <p>(f) Weekly employees must be notified of their shifts seven days' in advance by means of a roster placed in the staff room for access by all employees. The employer must give an employee at least seven days' notice if any variation to the roster is intended, except in the case of emergency.</p>				

<p>(f) Cyclic rostering</p> <p>(i) The implementation of cyclic rostering (that is, working hours other than as provided for in clauses 45.1(a) to (e)) will be determined at the enterprise where the employer and the majority of employees concerned agree. The ordinary hours of work will be an average of 38 per week and will not exceed 152 hours over 28 consecutive days.</p> <p>(ii) Different arrangements may apply to different areas of operation within the enterprise.</p> <p>(iii) An agreement pursuant to clause 45.1(f)(i) will be recorded in writing and be available to all employees.</p>	<p>(g) Cyclic rostering</p> <p>(i) Cyclic rostering (that is, working hours other than as provided for in clause 52.1) may be implemented at the enterprise by agreement between the employer and the majority of employees concerned.</p> <p>(ii) Where cyclic rostering is implemented, the ordinary hours of work will be an average of 38 hours per week and will not exceed 152 hours over 28 consecutive days.</p> <p>(iii) Different cyclic rostering arrangements may apply to different areas of operation within the enterprise.</p> <p>(iv) An agreement to implement cyclic rostering will be recorded in writing and be available to all employees.</p>
<p>45.2 Casual employees</p> <p>(a) The ordinary hours of work for casual employees will be a minimum of three consecutive hours per day. Ordinary hours may be worked on any of the days Monday through to and including Sunday between the hours of 7.00 am and 12 midnight.</p> <p>(b) Casual employees are not paid per performance. Employees may be required to work on a number of performances during an engagement.</p> <p>(c) Where casual employees are required to work on the same day on at least three short performances (as defined), and there is a break between any two of the short performances of at least two hours, those employees will be paid a minimum call for each such performance of two hours.</p>	<p>52.2 Casual employees</p> <p>(a) The ordinary hours of work for casual employees will be a minimum of three consecutive hours per day.</p> <p>(b) Ordinary hours may be worked Monday to Sunday between 7.00 am and 12 midnight.</p> <p>(c) Casual employees are not paid per performance.</p> <p>(d) Casual employees may be required to work on a number of performances during an engagement.</p> <p>(e) Where casual employees are required to work on the same day on at least three short performances (as defined in clause 3), and there is a break between any two of the short performances of at least two hours, those employees will be paid for a minimum of two hours for each of those performances.</p>
<p>46. Breaks</p> <p>46.1 Weekly employees</p> <p>(a) Weekly employees, in the ordinary course of work, will be entitled to meal intervals as follows:</p>	<p>53. Breaks</p> <p>53.1 Weekly employees</p> <p>(a) Weekly employees, in the ordinary course of work, will be entitled to meal breaks as follows:</p>

<p>(i) Lunch—one hour continuous between 12.00 noon and 3.00 pm;</p> <p>(ii) Dinner—one hour continuous between 5.00 pm and 8.00 pm;</p> <p>(iii) Supper—half an hour between 10.00 pm and 12.00 midnight.; and</p> <p>(iv) Breakfast—one hour continuous between 7.00 am and 9.00 am but for cleaners, half an hour between 8.00 am and 9.00 am.</p> <p>(b) The span of hours during which meal breaks may be taken may be varied where specific work requirements necessitate it.</p> <p>(c) Provided that those employees working during the preparation of a stage production for the period of seven days preceding the opening of the production will be paid at the rate of time and a half instead of the aforesaid double time except on Sundays when double time and a half will be paid.</p> <p>(d) No part of the time that should be allowed as a meal interval will be counted as part of the ordinary hours of work within the meaning of clause 45—Ordinary hours of work and rostering.</p>	<p>(i) Lunch—one hour continuous between 12.00 noon and 3.00 pm;</p> <p>(ii) Dinner—one hour continuous between 5.00 pm and 8.00 pm;</p> <p>(iii) Supper—30 minutes between 10.00 pm and 12.00 midnight; and</p> <p>(iv) Breakfast—one hour continuous between 7.00 am and 9.00 am but for cleaners, half an hour between 8.00 am and 9.00 am.</p> <p>(b) The span of hours during which meal breaks may be taken may be varied where specific work requirements necessitate it.</p> <p>(c) In the event that an employee is required to work more than five continuous hours without a suitable meal interval, the employee will be paid for the period which should be allowed as the meal interval at 200% of the minimum hourly rate . This clause will not apply to employees engaged to work on a continuous shift roster.</p> <p>(d) Provided that those employees working during the preparation of a stage production for the period of seven days preceding the opening of the production will be paid at 150% of the minimum hourly rate instead of the 200% in clause 53.1(c), except on Sundays when 250% of the minimum hourly rate will be paid.</p> <p>(e) No part of the time that should be allowed as a meal break will be counted as part of the ordinary hours of work within the meaning of clause 52—Ordinary hours of work and rostering.</p>
<p>46.2 Casual employees</p> <p>Casual employees who work for more than four hours will be entitled to a minimum meal break of 30 minutes.</p> <p>46.3 All employees</p> <p>(a) In the event an employee is required to work more than five continuous hours without a suitable meal interval, the employee will be paid for the period which should be allowed as the meal interval at the rate of double time. This clause will not apply to employees engaged to work on a continuous shift roster.</p>	<p>53.2 Casual employees</p> <p>Casual employees who work for more than four hours will be entitled to a minimum meal break of 30 minutes.</p> <p>53.3 All employees</p> <p>(a) In the event an employee is required to work more than five continuous hours without a suitable meal break, the employee will be paid for the period which should have been allowed as the meal break at 200% of the minimum hourly rate. This payment will not apply to employees engaged to work on a continuous shift roster.</p>

<p>(b) Provided that those employees working during the preparation of a stage production for the period of seven days preceding the opening of the production will be paid at the rate of time and a half in lieu of the aforesaid double time except on Sundays when double time and a half will be paid.</p> <p>(c) No part of the time that should be allowed as a meal interval shall be counted as part of ordinary hours of work within the meaning of Clause 45—Ordinary hours of work and rostering.</p>	<p>(b) Despite clause 53.3(a), employees working during the preparation of a stage production for the seven days before the opening of that production and who are required to work more than five continuous hours without a suitable meal break will be paid the following rates instead of the rate prescribed in clause 53.3(a):</p> <p>(i) Monday to Saturday—150% of the minimum hourly rate; and</p> <p>(ii) Sunday—250% of the minimum hourly rate.</p> <p>(c) The time that should be allowed as a meal break will not be counted as ordinary hours of work within the meaning of clause 52—Ordinary hours of work and rostering.</p>
<p>46.4 Meal allowance</p> <p>(a) The employer will pay an employee (other than a cleaner) a meal allowance of \$17.42 for each meal interval occurring before the employee’s finishing time where the employee has worked between 12 midnight and 8.00 am and who continues to work beyond 8.00 am. Provided that such meal allowance will not be payable where the employee commences work at or after 5.00 am.</p> <p>(b) The employer will pay an employee a meal allowance of \$17.42 where the employee is required to work two performances back to back. Provided that such meal allowance will not be payable where the employer provides a suitable meal.</p>	<p>51.3 Expense-related allowances</p> <p>(a) Meal allowance</p> <p>(i) The employer will pay an employee (other than a cleaner) a meal allowance of \$17.42 for each meal break occurring before the employee’s finishing time where the employee has worked between 12 midnight and 8.00 am and continues to work beyond 8.00 am. The meal allowance will not be payable where the employee commences work at or after 5.00 am.</p> <p>(ii) The employer will pay an employee a meal allowance of \$17.42 where the employee is required to work two performances back to back. The meal allowance will not be payable where the employer provides a suitable meal.</p>
<p>46.5 Adjustment of expense related allowances</p> <p>(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.</p> <p>(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:</p>	<p><i>Provisions throughout award with respect to adjustment of expense related allowances consolidated in Schedule B.3.1 above</i></p>

<p>Allowance</p> <p>Meal allowance</p>	<p>Applicable Consumer Price Index figure</p> <p>Take away and fast foods sub-group</p>
<p>47. Overtime and penalty rates</p> <p>47.1 Weekly employees</p> <p>Weekly employees will receive overtime calculated to the nearest quarter of an hour as follows:</p> <ul style="list-style-type: none"> (a) for all work performed in excess of the rostered daily hours—at the rate of time and a half for the first two hours and double time thereafter; (b) for all work performed on a rostered day off—at the rate of time and a half for the first four hours and double time thereafter; (c) for all the work performed in excess of the weekly total of hours—at the rate of time and a half; and (d) for part-time employees who perform work in excess of 38 ordinary hours per week—time and one half for the first two hours and double time thereafter. 	<p>54. Overtime and penalty rates</p> <p>54.1 Weekly employees</p> <p>Weekly employees will receive overtime calculated to the nearest quarter of an hour as follows:</p> <ul style="list-style-type: none"> (a) for all work performed in excess of the rostered daily hours: <ul style="list-style-type: none"> (i) 150% of the minimum hourly rate for the first two hours; and (ii) 250% of the minimum hourly rate after two hours; (b) for all work performed on a rostered day off: <ul style="list-style-type: none"> (i) 150% of the minimum hourly rate for the first four hours; and (ii) 200% of the minimum hourly rate after four hours; (c) for all work performed in excess of the weekly total of hours—150% of the minimum hourly rate ; and (d) for part-time employees who perform work in excess of 38 ordinary hours per week: <ul style="list-style-type: none"> (i) 150% of the minimum hourly rate for the first two hours; and (ii) 200% of the minimum hourly rate after two hours.
<p>47.2 Casual employees</p> <ul style="list-style-type: none"> (a) A casual employee will receive overtime calculated to the nearest quarter of an hour. (b) A casual employee who works in excess of eight hours per day will be paid overtime at the rate of time and a half for the first two hours and double time thereafter. (c) A casual employee who works more than 38 hours (excluding 	<p>54.2 Casual employees</p> <ul style="list-style-type: none"> (a) A casual employee will receive overtime calculated to the nearest quarter of an hour. (b) A casual employee who works in excess of eight hours per day will be paid overtime as follows: <ul style="list-style-type: none"> (i) 150% of the minimum hourly rate for the first two hours; and

<p>overtime worked and paid on a daily basis) in any one week will be paid for all hours in excess of 38, time and a half for the first four hours and double time thereafter.</p>	<p>(ii) 200% of the minimum hourly rate after two hours.</p> <p>(c) A casual employee who works more than 38 hours (excluding overtime worked and paid on a daily basis) in any one week will be paid for all time in excess of 38 hours as follows:</p> <p>(i) 150% of the minimum hourly rate for the first four hours ;and</p> <p>(ii) 200% of the minimum hourly rate after four hours.</p>
<p>47.3 All employees</p> <p>(a) Where an employee is detained at work until it is too late to travel home by the last train, tram or other regular public conveyance, the employer will provide proper conveyance to the employee's home for the employee so detained.</p> <p>(b) An employee will, wherever possible, be given 24 hours' notice that the employee is required to work all night after an evening performance.</p> <p>(c) For all work performed between 12 midnight and 7.00 am except as provided in clause 45.1(b) – employees will be paid at the rate of double time.</p> <p>(d) An employee who works overtime on any day will be entitled to a break of 10 hours before resumption of work on the following day. Should such employee be required to resume work before the expiration of 10 hours the employee will be paid at the rate of double time until the employee is released from duty for such period.</p>	<p>54.3 All employees</p> <p>(a) Where an employee is detained at work until it is too late to travel home by the last train, tram or other regular public transport, the employer will provide that employee with proper transport home.</p> <p>(b) Wherever possible, an employee will be given 24 hours' notice that the employee is required to work all night after an evening performance.</p> <p>(c) Employees will be paid 200% of the minimum hourly rate for all work performed between 12 midnight and 7.00 am.</p> <p>(d) An employee who works overtime on any day will be entitled to a break of 10 hours before starting work the following day. An employee who is required to resume work before the expiration of the 10 hour break will be paid 200% of the minimum hourly rate until released from work for a 10 hour break.</p>
<p>47.4 Sundays</p> <p>(a) All employees who are required to commence work on a Sunday, whether part of an ordinary roster or work cycle, or not part of a roster cycle, or overtime, will be paid at the rate of double time, with a minimum payment for four hours.</p> <p>(b) Where an employee commences work on a Saturday and continues to work without a break on Sunday, the minimum four hour call for work performed on a Sunday as prescribed in clause 47.4(a) will not apply.</p>	<p>54.4 Sundays</p> <p>(a) An employee who starts work on a Sunday will be paid 200% of the minimum hourly rate for all time worked, including any overtime, with a minimum payment for four hours.</p> <p>(b) Where an employee starts work on a Saturday and continues to work without a break on Sunday, the minimum payment for work performed on a Sunday as prescribed in clause 54.4(a) will not apply.</p> <p>(c) If a weekly employee is required by the employer to travel on a</p>

<p>(c) If an employee engaged by the week is required by the employer to travel on a Sunday, the employee will, unless paid in pursuance of clause 47.4(a) for working on a Sunday, be paid for travelling, 1/10th of the prescribed per week rate in addition to the travelling allowance payable in respect of the Sunday.</p>	<p>Sunday, the employee will, unless paid the rates prescribed in clause 54.4(a) be paid a loading of 10% of the minimum weekly rate in addition to the travelling allowance payable in respect of the Sunday.</p>
<p>47.5 Special overtime and penalty provisions for sound and/or lighting companies</p> <p>(a) Touring sound and/or lighting employees will receive a 17.5% penalty averaging component instead of overtime and penalty provisions for all purposes of this award.</p> <p>(b) Full-time factory sound and/or lighting employees will accrue time off instead of overtime at the rate of one hour for each hour worked in excess of the 152 hour work cycle.</p> <p>47.6 Special overtime and penalty provision for crewing services employees</p> <p>A crewing services employee will receive a 52.5% penalty payment instead of overtime and penalty provisions for all purposes of this award for work between 11.00 pm and 6.00 am.</p>	<p>54.5 Special overtime and penalty provisions for sound and/or lighting companies</p> <p>(a) Touring sound and/or lighting employees will receive a 17.5% penalty averaging component instead of overtime and penalty provisions for all purposes of this award.</p> <p>(b) Full-time factory sound and/or lighting employees will accrue time off instead of overtime at the rate of one hour for each hour worked in excess of the 152 hours over 28 consecutive days work cycle.</p> <p>54.6 Special overtime and penalty provision for crewing services employees</p> <p>For all work between 11.00 pm and 6.00 am, a crewing services employee will receive a 52.5% penalty payment instead of overtime and penalty provisions for all purposes of this award.</p>
<p>Schedule A — Transitional Provisions</p> <p><i>Transitional provision - clause removed - obsolete</i></p>	<p><i>Transitional provision - clause removed - obsolete</i></p>
<p>Schedule B — Classifications</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule A — Classification Definitions</p> <p><i>Provision not reproduced - no change apart from changing ‘&’ to ‘and’ throughout and changing the clause title in A.15.</i></p>
<p><i>Clause inserted - proposed new provision</i></p>	<p>Schedule B — Summary of Monetary Allowances</p> <p><i>Provision not reproduced</i></p>
<p>Schedule C — Supported Wage System</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule C — Supported Wage System</p> <p><i>Provision not reproduced - no change</i></p>

<p>Schedule D—School-based Apprentices</p> <p><i>Provision not reproduced</i></p>	<p>Schedule D—School-based Apprentices</p> <p><i>Provision not reproduced - no change</i></p>
<p>Schedule E—National Training Wage</p> <p>Appendix E1: Allocation of Traineeships to Wage Levels</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule E—National Training Wage</p> <p>E.7 Allocation of Traineeships to Wage Levels</p> <p><i>Current clause E.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 F—2016 Part-day Public Holidays</p> <p><i>Provision not reproduced - no change</i></p>	<p>Schedule H—2016 Part-day Public Holidays</p> <p><i>Provision not reproduced - no change</i></p>
<p>Schedule G—Agreement to Take Annual Leave in Advance</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>Schedule F—Agreement to Take Annual Leave in Advance</p> <p><i>Provision not reproduced - standard clause - no change</i></p>
<p>Schedule H—Agreement to Cash Out Annual Leave</p> <p><i>Provision not reproduced - standard clause - no change</i></p>	<p>Schedule G—Agreement to Cash Out Annual Leave</p> <p><i>Provision not reproduced - standard clause - no change</i></p>