

The Exposure Draft was first published on 25 November 2016. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
10 May 2017	Incorporate changes resulting from <a href="#">PR588793</a>	16.6, 16.7, 16.8
	Incorporate agreed changes from parties	2, 13.4, Schedule E, Part 10—

## EXPOSURE DRAFT

### Broadcasting and Recorded Entertainment Award 2016

This exposure draft has been prepared by staff of the Fair Work Commission based on the *Broadcasting and Recorded Entertainment Award 2010* (the BRE award) as at 25 November 2016. This exposure draft does not seek to amend any entitlements under the BRE award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/259](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

This draft does not represent the concluded view of the Commission in this matter.

No examples have been included in this exposure draft. Parties are asked to submit [examples](#) that clarify the operation of particular provisions.

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## Part 1—Application and Operation of this Award

### 1. Title and commencement

- 1.1 This award is the *Broadcasting and Recorded Entertainment Award 2016*.
- 1.2 This modern award, as varied, commenced operation on 1 January 2010.
- 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.

### 2. Definitions

In this award, unless the contrary intention appears:

**Act** means the *Fair Work Act 2009* (Cth)

**all purposes** means the payment will be included in the rate of pay of an employee who is entitled to the allowance or loading, when calculating any penalties or loadings or payment while they are on annual leave (see clause 34.2(a))

**broadcasting and recorded entertainment industry** means the production (including pre-production and post-production), broadcasting, distribution, showing, making available, and/or sale of audio and audio/visual content including but not limited to feature films, television programs (including series, serials, telemovies and mini-series), news, current affairs, sport, documentaries, video clips, digital video discs, television commercials, training films and the like whether for television exhibition, theatrical exhibition, sale to the public, digital media release or release in any other medium

**cadet** means an employee who is constantly or regularly in training in the collection of and/or preparation of material for television or radio news services and current affairs programs

**call** means a performance or rehearsal or recording session or a combination of any of these for a minimum of three hours' duration

**cinema** means any building or structure used for the purpose of exhibiting films commercially and includes a drive-in

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

**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

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

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

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

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

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

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

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

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

**NES** means the National Employment Standards as contained in [sections 59 to 131](#) of the Act

**non-metropolitan television station** means a station other than a metropolitan television station

**ordinary hourly rate** means the minimum hourly rate for an employee's classification as specified in clause 13—Classifications and minimum wages plus any all purpose allowance or loading to which an employee is entitled

**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

**orchestra and/or band** means a combination of musicians engaged to perform together

**standard rate** means the minimum weekly wage for a Grade 5 entertainment employee in clause 13.3

### **3. The National Employment Standards and this award**

**3.1** The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.

**3.2** Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

- 3.3 The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

#### 4. Coverage

- 4.1 This industry award covers employers throughout Australia in the broadcasting and recorded entertainment industry and their employees in the classifications set out in this award to the exclusion of any other modern award.

- 4.2 **Broadcasting and recorded entertainment industry** means the production (including pre-production and post-production), broadcasting, distribution, showing, making available, and/or sale of audio and audio/visual content including but not limited to feature films, television programs (including series, serials, telemovies and mini-series), news, current affairs, sport, documentaries, video clips, digital video discs, television commercials, training films and the like whether for television exhibition, theatrical exhibition, sale to the public, digital media release or release in any other medium

- 4.3 This award does not cover:

- (a) news editors employed by a metropolitan television station; or
- (b) employers covered by the following awards with respect to employees covered by the:
  - (i) *Clerks—Private Sector Award 2016*;
  - (ii) *Journalists Published Media Award 2016*;
  - (iii) *Air Pilots Award 2016*; or
  - (iv) *Commercial Sales Award 2016*.

- 4.4 The provisions of Part 2—Types of Employment and Classifications and Part 9—Journalists (except for clauses 48.3, 52.2(b) and 52.2(c)) of this award will not apply to any journalist who would otherwise be covered by this award where:

- (a) the employee is employed on a fixed term contract; and
- (b) in the case of metropolitan television station, the employee is paid an annual salary not less than **\$87,169**; or
- (c) in the case of non-metropolitan television station, the employee is paid an annual salary not less than **\$70,714**.

- 4.5 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 4.1 and 4.2 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

- 4.6 This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clauses 4.1 and 4.2 and those trainees engaged by a group training service hosted by a company to perform

work at a location where the activities described are being performed. Clause 4.6 operates subject to the exclusions from coverage in this award.

**4.7** This award does not cover:

- (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 *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (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 *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

**4.8** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and employee are covered by an award with occupational coverage.

## **5. Effect of variations made by the Fair Work Commission**

A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

## **6. Award flexibility for individual arrangements**

**6.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

**6.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

**6.3** The agreement between the employer and the individual employee must:



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- (a) be confined to a variation in the application of one or more of the terms listed in clause 6.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

**6.4** The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

**6.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

**6.6** Except as provided in clause 6.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

**6.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

**6.8** The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).

**6.9** The notice provisions in clause 6.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 6.8(a), subject to four weeks' notice of termination.

**6.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## **7. Facilitative provisions for flexible working arrangements**

**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.

**7.2** Facilitative provisions in this award are contained in the following clauses:

<b>Clause</b>	<b>Provision</b>	<b>Agreement between an employer and:</b>
11.3	Casual employment – payment of wages	An individual
16.5	Annual leave in advance	An individual
16.11	Cashing out of annual leave	An individual
20.2(b)	Public holidays – substitution	The majority of employees
20.2(c)	Public holidays – substitution	An individual
29.4	Television Broadcasting – ordinary hours of work and rostering	The majority of employees
30.1	Television Broadcasting – meal breaks	An individual
31.4	Overtime – time off instead of payment	An individual
34.2(f)(iv)	Television Broadcasting – director’s loading	An individual
35.3(b)	Radio Broadcasting – hours on air	An individual
39	Radio Broadcasting – meal breaks	An individual
40.3	Radio Broadcasting – meal break during shift	The majority of employees
Parties are asked to confirm whether agreement under clause 40.3 can be on an individual basis		
43.3	Radio Broadcasting – overtime—technical staff – meal break	An individual
43.4	Radio Broadcasting – time off instead of payment for overtime	An individual
47	Journalists – annualised salary	An individual
49.1	Journalists – rostering	The majority of employees
55.1(b)(iii)	Journalists – overtime – time off instead of payment	An individual
57.4(c)	Cinemas – casual employment – payment of wages	An individual

Clause	Provision	Agreement between an employer and:
61.4(a)	Cinemas – consecutive hours off duty	An individual
61.5	Cinemas – time off instead of payment for overtime	An individual
77.1	Motion Picture Production – hours of work	The majority of employees

## Part 2—Types of Employment and Classifications

### 8. Types of employment

**8.1** At the time of engagement an employer will inform each employee in writing of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.

#### 8.2 Special provisions for employees in cinemas

Clauses 9 to 11 will not apply to employees in cinemas (see clause 57).

### 9. Full-time employment

**9.1** Except as specified elsewhere in this award a full-time employee is engaged to work 38 hours per week.

**9.2** A full-time employee must be provided with a written statement setting out their classification, applicable pay scale and terms of engagement.

### 10. Part-time employment

Part-time employment provisions may be affected by [AM2014/196](#)

**10.1** A part-time employee works:

- (a) less than 38 hours per week;
- (b) has regular, reasonably predictable and continuous employment; and
- (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

**10.2** A part-time employee receives the ordinary hourly rate for ordinary hours worked.

**10.3** An employer is required to roster a part-time employee for a minimum of four consecutive hours on any day or shift.

**10.4** At the time of engagement, the employer and the part-time employee will agree in writing on a regular pattern of work which specifies as a minimum:

- (a) the hours worked each day including the starting and finishing time; and

(b) the days of the week the employee will work.

**10.5** A copy of the agreement in clause 10.4 must be provided to the employee.

**10.6** The terms of the agreement in clause 10.4 may be varied by consent. Any agreed variation to the pattern of work will be recorded in writing, with a copy of the variation provided to the employee.

**10.7** All hours worked in excess of the hours as mutually arranged will be overtime and will be paid as such.

**10.8** Despite clause 10.4, the hours of a television journalist may be altered by the employer giving the employee seven days' notice in writing, provided that there is no change to the total agreed number of ordinary hours of work.

## **11. Casual employment**

Casual employment provisions may be affected by [AM2014/197](#)

**11.1** A casual employee is an employee engaged and paid by the hour. An employer when engaging a casual must inform the employee that they are employed as a casual, of their hours of work, classification level and rate of pay.

**11.2** A casual employee must be paid at the relevant minimum hourly wage plus a loading of **25%**. Such loading is paid instead of all paid leave including annual leave, personal/carer's leave and public holidays not worked whether prescribed in this award or the NES.

**11.3** Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

**11.4** Casual employees are entitled to a minimum payment of four hours' pay on each occasion they are required to attend for work unless otherwise specified in this Award.

## **12. Cadets**

**12.1** A journalist can be employed on a cadetship in accordance with this clause.

**12.2** The period of cadetship is as follows:

(a) For a cadet other than a graduate of an approved tertiary course the period of cadetship must not exceed three years, provided that cadet training requirements are met.

(b) For a cadet who commenced cadetship as a graduate of an approved tertiary course, the period of cadetship must not exceed 12 months during which the cadet is to be paid at the appropriate percentage for a final year cadet.

(c) A cadet who after 12 months' or more employment completes an approved tertiary course is to be advanced to the final year of cadetship.

(d) Periods of training in journalism on any newspaper or in any radio or television station are to be taken into account in calculating the period of cadetship.

### 12.3 Cadet training requirements and related matters

- (a) Cadets must be instructed progressively throughout their cadetship in practical journalism and a responsible person will supervise that training. Cadets must also be given the opportunity to acquire a full knowledge of the handling of news/current affairs from its collection to its broadcast/televising.
- (b) A cadet must be given instruction and practical demonstrations in matters such as news presentation and sub-editing.
- (c) A cadet must retain copies of material prepared by the cadet for checking by, and discussion with, the person responsible for cadet training.
- (d) A cadet may be given explanations concerning changes to the material prepared by the cadet.
- (e) A cadet is required to attend or study a series of lectures by senior journalists and/or other authorities on the theory and practices of journalism, such as lectures on the laws or practices currently in force on the subjects of libel, contempt of court, parliamentary and court privilege and also lectures on political and economic or other subjects of value to the cadet.
- (f) Lectures given during study for a diploma of journalism course are deemed to be lectures for purposes of these requirements.
- (g) A cadet must be tested from time to time to ascertain the level of knowledge of news and/or current affairs.

Parties are asked whether the requirements in clause 12.3(h) required for Cadets are still up to date.

- (h) A cadet must learn shorthand and typing and must be examined from time to time to determine the progress being made, subject to the following:
  - (i) A cadet is not entitled to become a second year cadet without having attained a minimum standard of 60 words per minute in shorthand.
  - (ii) A cadet who commenced cadetship pursuant to clauses 12.2(a) or (b) is not entitled to be classified as a journalist without having obtained a minimum standard of 80 words per minute in shorthand.
  - (iii) An employer is in a particular case able to waive the attainment of the standards in clause 12.3(h) as a condition of promotion to the next higher year of cadetship or to the classified staff.
  - (iv) Tuition in shorthand will be arranged by the employer either within or outside the office. Whether or not such tuition is given within the office, the person responsible for supervising that part of the training of a cadet must regularly monitor the progress being made by each cadet, and particularly whether or not the cadet's record of attendance at classes is satisfactory.
  - (v) A cadet must be permitted by the employer to be absent during ordinary working hours for periods not exceeding a total of four hours in any week to attend instruction in shorthand and typing.

- (i) A cadet must be given wide practical experience in reporting work. To this end a cadet will, so far as practicable, be required to gain experience in as many sections as possible.
- (j) Cadets will from time to time accompany classified journalists on assignments to receive practical instruction.
- (k) A cadet may apply for leave of absence to attend at an Australian university or college of advanced education for a course of the diploma of journalism or other courses approved by the employer.
- (l) All lectures and other fees for the studies prescribed in clause 12.3(k) will be made available by the employer, provided that reports of the cadet's conduct and progress are satisfactory.

## Part 3—Wages and Allowances

### 13. Classifications and minimum wages

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

#### 13.2 Common salary structure

Clause amended in blue following agreement between parties at conference on 19 May 2016 reflected in [Report to Full Bench](#) dated 21 July 2016.

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

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

No classifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Senior Director, Senior ENG Camera Operator—Television Broadcasting.

**(m) Grade 13 entertainment employee includes the following classifications:**

Supervisor Audio, Supervisor Lighting, Supervising Presentation Co-ordinator, Supervisor Camera, Supervising Graphic Artist, Set Designer Supervisor—Television Broadcasting.

**(n) Grade 14 entertainment employee includes the following classifications:**

Supervising Technician B, Master Control Supervisor, Video Supervisor/Post-Production Senior Editor and Director Major Production/Specialist—Television Broadcasting.

**(o) Grade 15 entertainment employee includes the following classifications:**

Supervising Technician A and Specialist ENG Camera Operator—Television Broadcasting.

**(p) Grade 16 entertainment employee includes the following classifications:**

Supervising Technician A+, Supervising ENG Camera Operator, Supervising Director—Television Broadcasting; Motion Picture Production Employee Level 8.

**(q) Grade 17 entertainment employee includes the following classifications:**

Motion Picture Production Employee Level 9.

**(r) Grade 18 entertainment employee includes the following classifications:**

Motion Picture Production Employee Level 10.

**13.3 Adult wages**

An employer must pay adult entertainment employees in the classifications in clause 13.2 the following minimum wages for ordinary hours worked by the employee (subject to the provisions of clauses 13.4 and 13.8):

<b>Classification level</b>	<b>Minimum weekly rate</b> \$	<b>Minimum hourly rate</b> \$
Grade 1	672.70	17.70
Grade 2	692.10	18.21
Grade 3	718.60	18.91
Grade 4	743.30	19.56



Classification level	Minimum weekly rate \$	Minimum hourly rate \$
Grade 5	783.30	20.61
Grade 6	807.70	21.26
Grade 7	832.30	21.90
Grade 8	854.60	22.49
Grade 9	878.50	23.12
Grade 10	897.90	23.63
Grade 11	916.30	24.11
Grade 12	940.90	24.76
Grade 13	965.30	25.40
Grade 14	977.70	25.73
Grade 15	1014.80	26.71
Grade 16	1059.10	27.87
Grade 17	1083.70	28.52
Grade 18	1133.20	29.82

**13.4 Employees in cinemas**

All employees in cinemas will receive an **8%** loading for all hours worked. This averaging component is payable instead of Sunday penalty payments and as compensation for reduced public holiday penalties. ~~This loading is payable for all purposes.~~

**13.5 Junior employees**

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

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

(b) Clause 13.5(a) does not apply to the following junior employees:

- (i) a junior engaged in putting a television station to air working as the only operator and without supervision;
- (ii) a junior with three years' full-time experience, or equivalent, in a television station;
- (iii) a junior employed in motion picture production; or

- (iv) musician classifications.
- (c) Junior employees in clause 13.5(b) must be paid the adult minimum wage for the appropriate classification.
- (d) Clauses 13.5(a), (b) and (c) do not apply to juveniles, as defined, in the performer classifications (including extras, double bit players). These performers will be paid at a rate of **50%** of the adult minimum rate of the appropriate classification.
- (e) Service as a junior will count as service in a trainee adult classification.

### 13.6 Journalists

<b>Grade</b>	<b>Minimum weekly wage \$</b>	<b>Minimum hourly rate \$</b>
<b>Band One</b>		
Journalist Grade 1	854.60	22.49
Journalist Grade 2	916.30	24.11
Journalist Grade 3	1,014.80	26.71
Journalist Grade 4	1,059.10	27.87
<b>Band Two</b>		
Journalist Grade 5	1108.50	29.17
Journalist Grade 6	1182.30	31.11
Journalist Grade 7	1256.10	33.06
<b>Band Three</b>		
Journalist Grade 8	1293.20	34.03

### 13.7 Cadets

The minimum weekly wages of cadets are calculated by applying the following percentages to the minimum wage rate for a Journalist Grade 1, provided that an adult cadet will not be paid less than an Entertainment employee Grade 1.

<b>Year of cadetship</b>	<b>% of Journalist Grade 1</b>
First	60
Second	75
Third	90

### 13.8 Actors

The minimum rates for performers are as follows. Minimum calls are subject to clause 64.3.

(a) **Engaged casually by the hour (with a minimum call of four hours)**

<b>Classifications</b>	<b>Hourly rate \$</b>
Extra (advertising films)	31.44
Extra (feature film)	28.19
Extra/Stand-In Double (other content)	25.69
Bit Player (content other than feature films and advertising films)	27.38
Performer not required to speak more than two lines of dialogue (feature film)	37.71
Performer (advertising films)	38.16

(b) **Engaged by the day**

<b>Classifications</b>	<b>Daily rate \$</b>
Extra/Stand-In/Double	187.96
Performer Class 1 (content other than feature film and advertising films)	205.13
Performer Class 1 (feature film)	239.31
Performer Class 2 (content other than feature film and advertising films)	215.53
Performer Class 2 (feature film)	251.43

(c) **Engaged by the week**

<b>Classifications</b>	<b>Weekly rate \$</b>
Stand-In/Double	783.30
Bit Player	832.30
Performer Class 1	854.60
Performer Class 2	897.90

(d) **Engaged by the week in a serial drama or serial comedy**

<b>Classifications</b>	<b>No. of episodes in which work is performed in a week</b>			
	<b>1 or 2</b>	<b>3</b>	<b>4</b>	<b>5</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Double	783.30	1126.00	1468.70	1811.40
Bit Player	832.30	1196.40	1560.60	1924.70
Performer Class 1	854.60	1228.50	1602.40	1976.30
Performer Class 2	897.90	1290.70	1683.60	2076.40

See Schedule I.2.2 for method of adjusting rates in clause 13.8(d)

**13.9 Interviews, auditions and screen tests**

- (a) None of the provisions of this award apart from this clause will apply to an employee engaged solely for an interview, audition or screen test for a role in television or a feature film.
- (b) No payment need be made for the first interview or audition or screen test.
- (c) Minimum rates of pay for screen tests for television will be **\$64.62** or **\$53.66** if visual only.
- (d) Minimum rates of pay for any other audition and/or screen test will be **\$29.45** per hour or part thereof with a minimum payment of one hour. For the purpose of calculating payment under this provision the artist will be deemed to have commenced the audition or screen test at the time of the artist’s call or the artist’s arrival time whichever is the later.
- (e) Artists will be given the specific times of attendance required for an audition, screen test or interview.

**13.10 Post-synchronisation or additional dialogue**

- (a) A performer post-synchronising their own voice unless such work is carried out during the period of their engagement will be paid at the hourly rate, with a minimum call of two and a half hours.
- (b) A performer revoicing another artist’s voice, engaged by the hour for a minimum of two and a half hours will be paid per hour **6.3%** of the relevant minimum weekly actor’s rate set out in clause 13.8(c).

**13.11 Musicians (other than session singers)**

For a minimum call of three hours’ duration the minimum payment is:

Parties are asked to confirm that the rates below are per hour.

	\$
(a) for a musician working in television broadcasting	
(i) performance	107.91
(ii) rehearsal	81.63
(b) for a musician working in records for sale to the public	116.20
(c) for a musician working in feature films, documentaries, telemovies or television mini-series	158.23

**13.12 Musicians (session singers)**

For a minimum call of three hours’ duration the minimum payment is **\$192.01**.

### 13.13 Payment of wages

Payment within a specific period after pay cycle is being considered in matter [AM2016/6](#)

- (a) All employees must be paid weekly or fortnightly by cash, cheque or electronic funds transfer, except where the employer is currently paying monthly in which case that system may continue. Provided also that by written agreement between an employer and an individual employee in the relevant enterprise, wages may be paid monthly.
- (b) All amounts due to an employee in respect of work carried out during a week or fortnight must be paid to the employee within the succeeding seven days.

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

### 13.14 Higher duties

An employee (other than a journalist) engaged for half or more of one day on the duties of a higher classification must be paid the higher rate for the whole day.

### 13.15 Supported wage system

For employees who because of the effects of a disability are eligible for a supported wage, see Schedule J—Supported Wage System.

### 13.16 National training wage

For employees undertaking a traineeship, see Schedule K—National Training Wage.

## 14. Allowances

14.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. (Other allowances may be payable under clauses 34, 46, 52, 61, 66, 74 and 83). See Schedule I for a summary of monetary allowances and method of adjustment.

### 14.2 Wage-related examples

#### (a) First aid allowance

Where an employer appoints an appropriately qualified employee as a first aid attendant the employee will be paid an allowance of **\$15.67** per week or **\$0.41** per hour.

#### (b) Language allowance

(i) Where an indigenous employee is required to have a recognised proficiency in English as well as that employee's traditional Aboriginal and Torres Strait Islander language for the performance of the employee's duty, the employer will pay the employee an allowance as follows:

- **Level 1—\$1250.62 per annum**

Level 1 is an elementary level. This level is appropriate for employees who are capable of using a minimal knowledge of language for general communication.

• **Level 2—\$2503.74 per annum**

Level 2 represents a level of ability for the ordinary purpose of general business, conversation, reading, writing and production.

- (ii) The employee is required to obtain bilingual accreditation through a recognised Aboriginal and Torres Strait Islander Language Centre/Group or an alternative agency agreed to between the employer and the employee. This proof of language proficiency must be obtained before the employee is entitled to this allowance.

**14.3 Expense-related allowances**

**(a) Vehicle allowance**

- (i) Where the employer requires an employee to use their own vehicle in the course of their employment the employer must pay the employee an allowance of **\$0.78** per kilometre.
- (ii) Where the employer requires an employee to use their own motorcycle in the course of their employment the employer must pay the employee an allowance of **\$0.40** per kilometre.

**(b) Working late and working early**

- (i) If an employee not permanently employed on night work is engaged until a time when the ordinary means of public transport are not available, or is required to start work before their normal means of transport are available, they will be reimbursed the necessary expense of transport to or from their home, or transport will be provided by the employer.
- (ii) Clause 14.3(b) does not apply to:
- non-metropolitan television stations or their employees; or
  - an employee where clause 34.3(b) applies.

**(c) Uniform allowance**

Where the employee is responsible for the laundering and/or cleaning of a uniform the employer will pay an employee an allowance of **\$1.51** per rostered day up to a maximum of **\$7.41** per week.

Parties are asked if clause 14.3(d) should be updated for mobile phone costs?

**(d) Telephone rental allowance**

If the employer requires an employee to have a telephone the employer must reimburse the employee for the rental cost.

**(e) Tools of trade**

- (i) Where the employer requires the employee to provide any tools for the performance of their work, the employer must reimburse the employee the cost of purchasing the tools.
- (ii) Where any tools supplied or paid for by the employer are lost through the negligence of the employee the cost of their replacement may be deducted from the employee's wage.

**(f) Protective clothing**

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

See Schedule I for a summary of monetary allowances.

## **15. Superannuation**

### **15.1 Superannuation legislation**

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

### **15.2 Employer contributions**

- (a) An employer must make such superannuation contributions at their ordinary rate to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.
- (b) Despite the provisions of clause 15.2(a) an employer must also make superannuation contributions to a superannuation fund on behalf of a performer (excluding extras, doubles and stand-ins) between the ages of 16 and 18 as if the performer were 18 if:
  - (i) the juvenile is engaged on a 12 week contract or longer;
  - (ii) the juvenile has been employed in the broadcasting and recorded entertainment industry for a minimum of six professional engagements;  
or
  - (iii) the juvenile has been employed in the entertainment industry for a minimum of 30 days.

### 15.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 15.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 15.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 15.3(a) or (b) was made.

### 15.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 15.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 15.2 and pay the amount authorised under clauses 15.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper;
- (b) Media Super;
- (c) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (d) a superannuation fund or scheme which the employee is a defined benefit member of.

## Part 4—Leave and Public Holidays

### 16. Annual leave

16 amended in accordance with [PR588793](#)

**16.1** Annual leave is provided for in the NES.

**16.2** Where an employee, other than a journalist or a cinema worker, works on Sundays and/or public holidays as part of their ordinary rostered hours of work, the employee must be allowed additional annual leave as follows:



<b>Number of days worked</b>	<b>Additional leave</b>
Between 6 and 8 days inclusive	1 day
Between 9 and 11 days inclusive	2 days
Between 12 and 14 days inclusive	3 days
Between 15 and 17 days inclusive	4 days
18 days or more	5 days

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

### **16.3 Special annual leave provisions for Journalists**

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

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

### **16.4 Close-down**

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

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

- (g) the employer and the majority of employees concerned may agree to the enterprise or part of it being closed down pursuant to this clause for three separate periods in a year provided that one of the periods is at least 14 days including non-working days.

### 16.5 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
  - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 16.5 is set out at Schedule L. There is no requirement to use the form of agreement set out at Schedule L.

- (c) The employer must keep a copy of any agreement under clause 16.5 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 16.5, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

### 16.6 Excessive leave accruals: general provision

Note: Clauses 16.6 to 16.9 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee (other than a journalist required to work on public holidays) has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave. A journalist required to work on public holidays has an **excessive leave accrual** if the employee has accrued more than 12 weeks' paid annual leave.
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 16.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 16.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**16.7 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 16.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 16.6, 16.7 or 16.8 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 16.7(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

**16.8 Excessive leave accruals: request by employee for leave**

- (a) Clause 16.8 comes into operation from 20 December 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 16.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c) However, an employee may only give a notice to the employer under paragraph (b) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 16.7(a) that, when any other paid annual leave arrangements (whether made under clause 16.6, 16.7 or 16.8 or otherwise agreed by the employer and

employee) are taken into account, would eliminate the employee's excessive leave accrual.

- (d) A notice given by an employee under paragraph (b) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 16.6, 16.7 or 16.8 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) (provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

#### **16.9 Annual leave loading**

Before the start of the employee's annual leave the employer must pay the employee:

- (a) subject to clause 32.2(d), instead of the base rate of pay referred to in s.90(1) of the Act, the amount the employee would have earned for working their normal hours, exclusive of overtime had they not been on leave; and
- (b) an additional loading of 17.5% of the relevant minimum wage for their classification as set out in this award.

#### **16.10 Electronic funds transfer (EFT) payment of annual leave**

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.

#### **16.11 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 16.11.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 16.11.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 16.11 must state:

- (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 16.11 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
  - (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
  - (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
  - (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
  - (i) The employer must keep a copy of any agreement under clause 16.11 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 16.11.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 16.11.

Note 3: An example of the type of agreement required by clause 23.9 is set out at Schedule M. There is no requirement to use the form of agreement set out at Schedule M.

## **17. Personal/carer's leave and compassionate leave**

Personal/carer's leave and compassionate leave are provided for in the NES.

## **18. Parental leave and related entitlements**

Parental leave and related entitlements are provided for in the NES.

## **19. Community service leave**

Community service leave is provided for in the NES.

## **20. Public holidays**

**20.1** Public holiday entitlements are provided for in the NES.

**20.2** Except as otherwise provided for in this award:

- (a) An employee (other than a journalist or a cinema employee) required to work on a public holiday will be paid:
  - (i) **250%** of the ordinary rate with a minimum payment of four hours; or
  - (ii) be provided with an additional day off work.
- (b) By agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned, an alternative day may be taken as the public holiday instead of any of the prescribed days.
- (c) An employer and an individual employee may agree to the employee taking another day as the public holiday instead of the day which is being observed as the public holiday in the enterprise or part of the enterprise concerned.

**20.3 Part-day public holidays**

For provisions related to part-day public holidays see Schedule N—2016 Part-day Public Holidays.

## **Part 5—Consultation and Dispute Resolution**

### **21. Consultation about major workplace change**

#### **21.1 Employers to notify**

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

#### **21.2 Employers to discuss change**

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 21.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 21.1.

- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

## **22. Consultation about changes to rosters or hours of work**

- 22.1** Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- 22.2** The employer must:
  - (a) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (b) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (c) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- 22.3** The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- 22.4** These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

## **23. Dispute resolution**

- 23.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 23.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 23.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 23.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

- 23.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 23.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 23.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

## **Part 6—Termination of Employment and Redundancy**

### **24. Termination of employment**

**24.1** Notice of termination is provided for in the NES.

#### **24.2 Notice of termination by an employee**

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

### **25. Redundancy**

Redundancy pay is provided for in the NES.

### **26. Transfer to lower paid job on redundancy**

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

### **27. Employee leaving during redundancy notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under clause 25 had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.



## **28. Job search entitlement**

### **28.1 Job search entitlement for notice of termination of employment**

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

### **28.2 Job search entitlement—redundancy**

#### **(a) Time off for seeking other employment**

An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

#### **(b) Proof of attendance**

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

## **Part 7—Television Broadcasting**

### **29. Ordinary hours of work and rostering**

**29.1** The ordinary hours of work for television broadcasting employees will be an average of 38 hours per week to be worked on any day of the week in accordance with clauses 29.2, 29.3 or 29.4.

**29.2** The ordinary hours of work must not exceed 38 hours per week to be worked in shifts of 7.6 continuous hours (exclusive of meal periods).

**29.3** The employer may, after consultation with employees in a relevant division, section or unit at the workplace, implement a roster period of 28 consecutive days, within which employees will have nine days off work, comprised of eight clear days off as provided for in clause 29.5, plus an additional day off (an accrued day off). Provided that:

**(a)** The employer must designate one of the nine days off work as an accrued day off.

**(b)** For work performed on an accrued day off only and where there is no agreement to bank the accrued day off, an employee will be entitled to be paid overtime at the rate of **200%** of the ordinary hourly rate for all time worked or **250%** of the ordinary hourly rate for all time worked on a public holiday (with a minimum payment of four hours), and the provisions of clause 29.2 will not apply.

- (c) During the 28 day roster period a minimum of two days off will be rostered consecutively.
- (d) The daily spread of ordinary time hours available for the roster period set out in clause 29.4 will be a minimum of six and a maximum of 10 hours in any one day or shift.

**29.4** By agreement between the employer and the majority of employees in a division, section or unit of the workplace any arrangement for working ordinary hours, in substitution for the arrangements set out in clauses 29.2 and 29.3, will be implemented subject to:

- (a) no more than 152 ordinary hours being worked in a 28 day roster period;
- (b) the ordinary daily spread of continuous hours being a minimum of four and a maximum of 12; and
- (c) employees receiving at least nine days off in a 28 day roster period.

**29.5 Days off duty**

- (a) The ordinary weekly hours of work will be worked so that each employee will be given two clear days off work each week.
- (b) Where the 38 hour week is implemented in a manner specified in clauses 29.3 or 29.4 the employees of a division, section or unit may agree with their employer to bank up to a maximum of five days off to be taken at a mutually agreed time. If an accrued day off remains untaken at the time of an employee's termination it will be paid.

**29.6 Rostering**

- (a) All rosters must specify the starting and finishing times of the ordinary hours of work of shifts for each employee.
- (b) The rosters will be posted at the station concerned at least seven clear days before they come into operation, provided that:
  - (i) a roster may be departed from at short notice in cases of emergency over which the employer has no control; and
  - (ii) an employee who receives less than seven days' notice of a change of roster will be paid at the rate specified in clause 31.1 for all time worked during the first shift resulting from the change that falls outside their rostered shift.
- (c) For the purposes of clause 29.6, seven clear days' notice of change is calculated so that seven clear days' notice expires no later than midnight before the day on which the shift to be changed is rostered.
- (d) Changes to rosters must be in accordance with clause 22.
- (e) With the approval of the supervisor in charge of the department or section concerned, employees may exchange shifts or days off or to perform duty for other employees, provided that any excess hours worked will not involve the employer in overtime payments.

- (f) Where an employee's rostered day off falls on a public holiday, the employee must:
  - (i) receive an additional day off;
  - (ii) receive an additional day added to their annual leave; or
  - (iii) be paid an additional day's pay instead, if agreed between the employer and the employee.

### **30. Meal breaks**

**30.1** An employee must be allowed a meal period during or at the end of each five hours of work. The meal period is to be between 30 and 60 minutes. If an employee works a shift of six ordinary hours or less, the employee and the employer may agree not to take a meal break.

**30.2** If an employee is directed to continue work after the time the meal period in clause 30.1 became due, work performed from this time until the meal period is allowed must be paid for at:

- (a) **150%** of the ordinary hourly rate for week days;
- (b) **200%** of the ordinary hourly rate for Saturday and Sunday; and
- (c) **250%** of the ordinary hourly rate for public holidays.

**30.3** Clause 30.2 does not apply in the following circumstances:

- (a) Transmitter Technicians—where the transmitter is remotely located and where only one technician is on duty;
- (b) Studio operations—Co-ordinators, Master Control, Videotape, Telecine and Audio Operators where relieving for a meal break would mean rostering an additional crew for a minimum of four hours. Except that, where it is practicable the employees referred to above must provide meal break relief for the other operators;
- (c) At weekends—when only one team is rostered for duty, providing that the exception in studio operations in clause 30.3(b) will apply;
- (d) Solus Operator—where the transmission from the studios is performed by a solus operator;
- (e) Production—those employees of the production crew who find it essential to eat on-the-job due to the nature of the work, providing that the meal break must be taken unless the work required is absolutely unavoidable; or
- (f) Outside broadcasts—where the taking of the second or subsequent meal break would unnecessarily delay the finishing time of the work, provided that the work can be finished within two hours of such meal break becoming due and the employees decide in favour of foregoing the meal period,

except that where it is permissible and practicable to eat on the job, the penalties will be payable in respect of the meal period only.

- 30.4** Where it is necessary for an employee to remain on call during the meal period, that period must be counted as time worked.
- 30.5** Where an employee is required to perform work when on call during the meal period the employee must be paid:
- (a) for all time worked on Monday to Friday inclusive—**150%** of the ordinary hourly rate;
  - (b) for time worked on Saturday or Sunday—**200%** of the ordinary hourly rate; and
  - (c) for time worked on a public holiday—**250%** of the ordinary hourly rate.

## **31. Overtime**

- 31.1** All time worked in excess of the ordinary hours is overtime and must be paid for as follows:
- (a) Monday to Friday—**150%** of the ordinary hourly rate for the first two hours and **200%** of the ordinary hourly rate after that;
  - (b) Saturday—**175%** of the ordinary hourly rate for the first two hours and **200%** of the ordinary hourly rate after that;
  - (c) Sunday—**200%** of the ordinary hourly rate; and
  - (d) public holiday—**250%** of the ordinary hourly rate.
- 31.2** Where an employee is specifically brought in to work overtime on a Saturday, Sunday or public holiday, the minimum payment must be for four hours of work.
- 31.3** In calculating overtime each day's work must stand alone, provided that where the overtime begins on one day and continues after midnight without interruption other than for meal breaks, the overtime must be paid on the basis that the employee has worked continuously.

This provision may be affected by [AM2014/300](#) – see [draft determination](#)

- 31.4** An employee may elect, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer. Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.
- 31.5** Except in cases of a change of roster of which the employee has had 24 hours' notice or where the employee agrees to bank an accrued day off, an employee who is required to work on any day for which the employee is rostered off duty will be entitled to payment at the rate of **200%** of the ordinary hourly rate for all time worked or **250%** of the ordinary hourly rate for public holidays with a minimum payment for four hours' work.
- 31.6** Where an employee having completed work and having left the place of work is recalled for work, not continuous with the next rostered shift, the employee must be paid overtime at the rate of **200%** of the ordinary hourly rate with a minimum of two hours' payment. Clause 31.6 does not apply where clause 31.5 applies.

- 31.7** An employee who finishes overtime work at a time when reasonable means of transport are not available must either be provided with transport to their home or be paid at the overtime rate for the time reasonably required to reach their home after completing the overtime.
- 31.8** An employee is entitled to a minimum break of 10 hours between the finish of work on one day and the start of work on the next day. If the employer requires an employee to resume work without such a break, the employee must be paid at the rate of **200%** of the ordinary hourly rate for all time worked until they have had a break of at least 10 hours.

## **32. Shift and weekend penalties**

### **32.1 Shift duty allowance**

- (a) **Night shift**—an employee who works a rostered shift which finishes after 7.00 pm or a shift which finishes at or before 7.00 am on any day must be paid for that shift **15%** more than their ordinary rate of pay.
- (b) **Morning shift**—an employee who works a rostered shift which begins before 7.00 am on any day must be paid for that shift **15%** more than their ordinary rate of pay.

(c) **Extra shift duty allowance**

For all ordinary time worked on a rostered shift between midnight and 6.00 am the shift duty allowance prescribed in this award must be increased to **20%** more than their ordinary rate of pay limited to the ordinary time worked between these hours.

- (d) The shift duty allowance in clause 32.1 must not be taken into account in calculating the additional rates prescribed for overtime, Saturday or Sunday work, work on public holidays, any payment for personal leave, or annual leave.

### **32.2 Weekend penalties**

(a) **Saturday**

All ordinary time worked on a rostered shift as part of ordinary rostered hours between midnight on Friday and midnight on Saturday must be paid for at **150%** of the ordinary hourly rate.

(b) **Sunday**

All ordinary time worked on a rostered shift as part of ordinary rostered hours between midnight on Saturday and midnight on Sunday must be paid for at **175%** of the ordinary hourly rate.

- (c) The extra rates prescribed in clauses 32.2(a) and (b) must be in addition to the shift duty allowance prescribed by clauses 32.1(a), (b) and (c).
- (d) The extra rates prescribed in clause 32.2 must not be taken into account in calculating any payment for annual leave.

### **33. Extra rates of pay not cumulative**

The rates prescribed as payments additional to minimum ordinary weekly rates must not be cumulative so as to exceed the maximum of **200%** of the ordinary hourly rate except on public holidays when the maximum rate must be **250%** of the ordinary hourly rate.

### **34. Allowances**

**34.1** Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule I for a summary of monetary allowances and method of adjustment.

#### **34.2 Wage-related allowances**

##### **(a) All purpose allowances**

Allowances paid for **all purposes** are included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on annual leave. The following allowances are paid for all purposes under this award:

- (i) Broadcast Operator's Certificate of Proficiency (BOCP) allowance (clause 34.2(b));
- (ii) Television Operator's Certificate of Proficiency (TVOCP) allowance (clause 34.2(c));
- (iii) Maintenance allowance (clause 34.2(d));
- (iv) Properties allowance (clause 34.2(e));
- (v) Director's loading (clause 34.2(f));
- (vi) Videotape post-production allowance (clause 34.2(g));
- (vii) Videotape editing allowance (clause 34.2(h)).

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

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

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

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

**(c) Television Operator’s Certificate of Proficiency (TVOCP) allowance**

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

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

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

**(d) Maintenance allowance**

A Technician Audio, Lighting Master Control or Videotape employee will be paid an allowance of **6%** of the relevant minimum weekly wage for all purposes of this award where the employee is required to be capable of and responsible for effecting maintenance of electronic television equipment.

**(e) Properties allowance**

A Properties employee responsible for flying scenery or employed as a crane tracker or tonger will receive an allowance of **10%** of the relevant minimum hourly wage per shift for all purposes.

**(f) Director’s loading**

A Director classified as Supervising Director, Director/Specialist or Senior Director will be paid the Director’s loading of **25%** of the minimum wage per week for their classification:

- (i) The Director’s loading exempts the director from the operation of:
  - clause 16.9—Annual leave loading;
  - clause 29—Ordinary hours of work and rostering;
  - clause 30.2—Meal break penalty;
  - clause 31—Overtime (except for clause 31.5); and,
  - clause 32—Shift and weekend penalties.
- (ii) The Director will be given two clear days off work in each week.

(iii) The Director's loading is part of the employee's rate of pay and accordingly is paid for all purposes of the award.

(iv) If by written agreement between the employee and employer the loading is not paid, the prescribed minimum wage per week will be paid. In such cases the exemption from the operation of award provisions in clause 34.2(f)(i) will not apply.

**(v) Director or Trainee Director**

A Director classified as Director or Trainee Director will not be paid the Director's loading and will not be exempt from the operation of award provisions in clause 34.2(f)(i). If by written agreement between the director and employer the loading is paid the exemption from the operation of award provisions in clause 34.2(f)(i) will apply.

**(g) Videotape post-production allowance**

(i) A Technician Audio, Lighting, Master Control or Videotape employee who is capable of and who performs videotape post-production work, which requires:

- the use of complex computer editing equipment which controls vision switching functions and which in addition, may control special effects generators, audio switching equipment and other vision sources; and
- the exercise of judgment in the selection of edit points,

will be paid an allowance of **10%** of the rate of pay prescribed by this award for the classification in which the employee is classified under the award.

(ii) This allowance is, where applicable, part of the employee's rate of pay and is paid for all purposes of the award.

**(h) Videotape editing allowance**

(i) A Technician, Audio, Lighting, Master Control or Videotape employee who is capable of and who:

- performs the work of the compilation of program material which requires the use of an external edit controller controlling three or more videotape machines; and/or
- who exercises videotape editing techniques and skills accepted by the employer as equivalent to those required in clause 34.2(h)(i) above; or
- performs the work of editing of videotape material for news bulletins,
- must be paid an allowance of **4%** of the rate of pay prescribed by this award for the classification in which the employee is classified under the award.

(ii) The allowance does not apply where the work only involves dubbing, recording, program compilation or simple editing such as butt editing.



(iii) This allowance is part of the employee's rate of pay and is paid for all purposes of the award.

(i) **Height allowance**

Employees engaged on work which the employer reasonably considers is work for which height money should be paid will be paid the following rates:

Height	\$ per shift
15 metres to 50 metres	7.28
51 metres to 90 metres	15.35
Over 90 metres	25.46

(j) **A director who works as a producer**

(i) A director who works as a producer on any television program, in addition to the other payments to which the employee is entitled, is to be paid an allowance of **10%** of the relevant minimum weekly wage. The allowance will be calculated on a daily basis by dividing the weekly rate by five.

Parties are asked whether the 10% applies to the director rate or the producer rate.

(ii) For the purpose of clause 34.2(j), a producer is an employee who is responsible for the concept of programs, the originating of ideas and formats (or where a script is provided for interpreting the writer's ideas and intentions), selection of music, hiring of talent, preparation and control of budgets, planning and supervision of scenarios and for all details of the production and completion of the program.

(k) **Back pack loading**

A camera employee required to operate back pack equipment or a Steadicam unit must, in addition to the other payments to which the employee is entitled, be paid an allowance of **10%** of the relevant minimum hourly wage prescribed in clause 13—Classifications and minimum wages for each shift.

**34.3 Expense-related allowances**

(a) **Meal allowance**

Where an employee is required to continue working beyond 30 minutes after a second or subsequent meal period becomes due the employee must be paid a meal allowance of **\$17.60** or provided with a substantial meal.

(b) **Working away from public transport or when public transport is unavailable**

(i) This clause applies when:

- the employee's place of employment is 1.5 km or more from the nearest means of regular public transport; or

- where an employee has to begin or stop work at a time when normal regular means of public transport are not available within a reasonable period of time.
  - (ii) In the above circumstances the employer must either:
    - reimburse the employee for reasonable transport costs; or
    - provide the employee with transport to or from the nearest means of regular public transport.
  - (iii) Clause 34.3(b) does not apply to non-metropolitan television stations or their employees.
- (c) **Travel by rail, sea or air**
- (i) Where an employee is required to travel by rail in the course of their duties, the employee will be reimbursed for the actual cost of first class accommodation and sleeper.
  - (ii) Where an employee is required to travel by air the employer will:
    - reimburse the employee for the actual cost of economy class air travel; or
    - pay for the cost of the air travel.
  - (iii) An employee can refuse to travel by air if the employee has a reasonable objection to air travel.
  - (iv) An employee who travels by rail, sea or air in accordance with clause 34.3(c) will be reimbursed for all reasonable out-of-pocket expenses.
  - (v) The provisions of clause 34.3(c) will not apply if the employer provides travel of the nature set out above.
- (d) **Change of residence**
- In addition to the provisions of clause 34.3(c), where an employee is transferred and has to change their place of residence:
- (i) members of an employee's family who are required to travel whether by rail, sea or air as the result of such transfer are entitled to reimbursement for the actual cost of their fares; and
  - (ii) the removal and transmission of the employee's furniture and household effects will be reimbursed by the employer.
- (e) **Distant engagement**
- (i) When an employee is required to carry out duty at any place other than the transmitting station or the studios, the employee must be reimbursed the cost of a taxi or other reasonable means of travel. The employee will not be reimbursed when the employer provides the travel.

- (ii) Where an employee is normally employed at the studios or at the transmitter and is required to perform temporary duties at a place other than the employee's normal place of duty, the employee must be paid the actual excess travelling costs involved.
- (iii) Where an employee is normally employed at the studios or at the transmitter and is required to perform temporary duties at a place other than the employee's normal place of duty, the employee must be paid an allowance equal to the normal rate of pay for all time spent travelling to and from the employee's normal place of duty from the time of starting or finishing their rostered hours.

**(f) Special risks allowance**

- (i) Where an employee performs any duty which would invalidate the employee's personal insurance policies the employer will reimburse the employee for the cost of taking out additional personal insurance. Provided that the employer has been informed of the risk of invalidation before the employee undertakes these duties.
- (ii) Clause 34.3(f) will not apply where the employer indemnifies the employee against any invalidation of the employee's personal policy.
- (iii) If the employer notifies the employee that the employer declines to indemnify the employee and/or their dependants, the employee may decline the assignment.

**(g) Reimbursement for insurance against death or disability outside Australia**

- (i) Where an employee is required to perform any duty outside of Australia the employer must reimburse the employee the cost of taking out insurance against injury or death arising from the performance of these duties. Clause 34.3(g) will not apply where the employer provides such insurance.

**(ii) Exposure**

Where an event occurs that is not covered by the employee's insurance policy in circumstances because the employer has required the insured employee to work outside Australia, the employer will reimburse the employee for the actual cost of any medical examinations, treatment for an injury or related costs as covered by the insurance policy. This clause does not apply where the employer has taken out insurance for the employee the circumstances of which are no less favourable.

**(iii) Definitions**

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

**injury** means bodily injury which:

- is sustained by an employee during the period of employment;
- is caused solely and directly by violent, accidental, external and visible means; and

- is incurred solely and independently of any other cause, except sickness directly resulting from, or medical or surgical treatment rendered necessary by such injury, and which occasions the death or disablement of the employee within 12 calendar months from the date thereof.

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

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

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

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

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

- (iv) Provided that in the event of an employee becoming entitled to a refund of all or part of such expenses from any other source the employer will only be liable for the excess of the amount recoverable.

See Schedule I for a summary of monetary allowances.

## Part 8—Radio Broadcasting

### 35. Hours of work—Announcers and Broadcaster/Journalists

35.1 The ordinary hours of work of a full-time announcer, broadcaster or journalist employee are an average of 38 hours per week.

35.2 By agreement between the employer and the employee ordinary hours are to be worked in one of the following ways:

- (a) five days of seven hours and 36 minutes per day;
- (b) four days of eight hours and one day of six hours;
- (c) four days of seven hours and 30 minutes and one day of eight hours; or
- (d) any combination of the above.

**35.3 Hours on air**

- (a) Except in an emergency or on a public holiday the maximum number of consecutive ordinary hours on air in all daylight shifts, Monday to Friday, must not exceed four.
- (b) Provided that on-air hours may be increased to a maximum of five consecutive hours by agreement between the parties.
- (c) Except in an emergency the maximum number of consecutive ordinary hours on air must not exceed six hours without a meal break.

**35.4 Other duties counted as time worked**

- (a) A minimum of 15 minutes, taken by the employee away from the microphone prior to going on air in order to study programs, scripts and copy will be counted as time worked. The employer may require that the period of 15 minutes be increased and any such increased period will be counted as time worked.
- (b) Time spent by an employee at a staff or partial staff meeting of the employer's staff at the request or invitation of the employer must be paid for at ordinary rates of pay.
- (c) Time spent in servicing of a client advertiser by an employee at the direction of the employer must be paid for at ordinary rates of pay. Any travelling time incurred by an employee in carrying out such servicing must be paid for at ordinary rates of pay.
- (d) Should an employee be directed to travel away from the usual studios to broadcast, or record or perform any other duties, the time involved in travelling to and from such location will be counted as time worked. The maximum travelling time to be paid for will be eight hours on any one day.

**36. Hours of work—Technical staff**

- 36.1** The hours of work of a full-time technical staff employee must not exceed 38 hours per week, to be worked wherever reasonably possible in shifts of eight hours per day, or up to a maximum of nine hours per day (inclusive of meal breaks).
- 36.2** The arrangement for working the 38 hours per week is to be agreed between the employer and the employee from the alternatives in clause 35.2.
- 36.3** The agreed hours of work arrangement must meet the following conditions.
  - (a) A minimum of seven hours 36 minutes and a maximum of nine hours may be worked in any one day.
  - (b) An employee must be given a minimum break of 10 hours between the finish of ordinary hours of work on the one day and starting ordinary hours of work on the next day.

### **37. Rosters—Announcers and Broadcaster/Journalists**

- 37.1** A roster for announcer, broadcaster or journalist employees other than casuals showing normal starting and finishing times and the name of each employee must be prepared by the employer and must be displayed in a place that is visible and accessible to the employees concerned.
- 37.2** The roster must contain details of the days and hours of work of each employee during the 14 days shown on the roster and will be issued not later than seven days prior to the commencement date of such roster.
- 37.3** The roster must provide that each employee has four days off in each fortnight, unless paid at overtime rates as provided for in clause 42—Overtime—Announcers and Broadcaster/Journalists. The roster must provide that in each fortnight at least two of these days off are consecutive.
- 37.4** An employee must not be rostered or required to work so that the end of one day's work and the beginning of the next day's work occur on the same calendar day; except where an employee is working the midnight to dawn shift or is rostered to work one unbroken stretch to 1.00 am and who starts their work on the same day after a break of at least 10 hours.
- 37.5** The roster may not be altered with less than seven days' notice except in an emergency or with the agreement of the employer and employee. Alteration of rosters must be in accordance with clause 22.

### **38. Rosters—Technical staff**

- 38.1** A roster for technical staff employees showing normal starting and finishing times and the name of each employee must be prepared by the employer and must be displayed in a conspicuous place accessible to the employees concerned seven days before the roster comes into operation.
- 38.2** The roster will be alterable by mutual consent at any time. Alteration of rosters must be in accordance with clause 22.
- 38.3** The employer may amend the roster on seven days' notice. Where a roster is altered without the required seven days' notice the employee whose roster has been changed will be paid at overtime rates specified in clause 43—Overtime—Technical staff until the seven days' notice has elapsed.
- 38.4** All rosters will allow at least two clear days off in each roster week. For the purposes of this clause **day** means midnight to midnight.
- 38.5** When the spread of rostered hours, inclusive of meal breaks, exceeds nine hours on any day the employee so rostered must be paid at **150%** of the minimum hourly rate of pay for the first two hours and **200%** of the minimum hourly rate after that.
- 38.6** For the purposes of clause 38 each day will stand alone.

### **39. Meal breaks—Announcers and Broadcaster/Journalists**

An employee must be allowed a meal break of between 45 and 60 minutes. The meal break must be taken before the employee has completed six hours from the time when the employee's duties begin for that day. Where there is agreement between the employer and employee the meal break may be reduced to 30 minutes.

### **40. Meal Breaks—Technical staff**

**40.1** An employee will be allowed a meal break during or at the end of each five hours of work. The meal break is unpaid and is to be between 30 and 60 minutes.

**40.2** If the meal break is not allowed as in clause 40.1, the normal time of the meal break will be paid for **150%** of the minimum hourly rate for week days, **200%** of the minimum hourly rate for Saturdays and Sundays and **250%** of the minimum hourly rate for public holidays. The employee will be permitted to have the meal break without deduction from their ordinary rate of pay as soon as possible after the prescribed meal break.

**40.3** By agreement between any employer and employees other arrangements about meal breaks may be made.

**40.4** Where it is necessary for an employee to remain on call during their meal break that break will be paid as time worked.

**40.5** Where an employee is required to perform work when on call during their meal break Monday to Friday inclusive, the employee will be paid at **150%** of the minimum hourly rate for time worked, Saturday or Sunday will be paid at **200%** of the minimum hourly rate and on public holidays the rate of **250%** of the minimum hourly rate.

### **41. Breaks between shifts—All radio broadcasting staff**

**41.1** If starting work at the employee's next rostered starting time would mean that the employee did not receive a full 10 hour break then either:

- (a) the employee may, without loss of pay, start work at such later time as is necessary to ensure that they receive a break of at least 10 hours; or
- (b) the employer must pay the employee at the rate of **200%** of the minimum hourly rate for all work performed until the employee has received a break of at least 10 hours.

### **42. Overtime—Announcers and Broadcaster/Journalists**

This provision may be affected by [AM2014/300](#) – see [draft determination](#)

**42.1** All time worked in excess of the rostered daily hours by full-time, part-time and casual announcers and broadcaster/journalists is overtime and is to be paid at **150%** of the minimum hourly rate for the first two hours and **200%** of the minimum hourly rate after that.

**42.2** All time worked in excess of seven hours by an announcer and broadcaster/journalist on a midnight to dawn shift is overtime and is to be paid at **150%** of the minimum hourly rate for the first two hours on any one day and at **200%** of the minimum hourly rate after two hours on that day.

**42.3** Overtime worked on any day stands alone.

**42.4 Work in excess of 10 days**

An announcer and broadcaster/journalist required to work on more than 10 days in any two week period is to be paid at **200%** of the minimum rate for each day in excess of 10.

**42.5 On-air hours**

All time worked by an announcer and broadcaster/journalist on air in excess of the consecutive hours specified in clause 35—Hours of work—Announcers and Broadcaster/Journalists is overtime and must be paid for at **150%** of the minimum hourly rate with a minimum payment of one hour.

**42.6 Work on rostered day off**

- (a) An announcer and broadcaster/journalist other than a casual required to work on their rostered day off at less than seven days' notice will be paid at **200%** of the minimum rate for that day's work.
- (b) If an employee is required by the employer to attend a staff or partial staff meeting of the employer's staff on the employee's day off, and where such employee agrees to attend, the employee will be paid at the rate of **200%** of the minimum hourly rate with a minimum payment of two hours.

**43. Overtime—Technical staff**

This provision may be affected by [AM2014/300](#) – see [draft determination](#)

**43.1** Technical staff are to be paid for overtime at the following rates:

- (a) Monday to Friday—**150%** of the minimum hourly rate for the first two hours and **200%** of the minimum hourly rate after that.
- (b) Saturday—**175%** of the minimum hourly rate for the first two hours overtime and **200%** of the minimum hourly rate after that.
- (c) Sunday—**200%** of the minimum hourly rate.
- (d) Public holidays—**250%** of the minimum hourly rate.

Parties are asked to clarify when overtime is payable consistent with clause 42.1. Is overtime payable for time worked in excess of rostered daily hours?

**43.2** In calculating overtime each day's work will stand alone. Where the overtime commences on one day and continues after midnight without interruption other than for meal breaks the overtime will be paid as having been worked on a continuous basis.



**43.3** A meal break of at least 45 minutes will be allowed wherever practicable before commencing overtime unless the period of overtime is less than one and a half hours. An employer and employee may mutually agree to any variation of this provision to meet the circumstances of the work in hand.

**43.4 Time off instead of payment for overtime**

- (a) Despite the provisions of clause 43.1 an employee may choose, with the consent of the employer, to take time off instead of payment for overtime at a time or times agreed with the employer. This agreement must be in writing. The employee must take the time off within four weeks of working the overtime.
- (b) If an employee takes time off instead of payment for overtime then the amount of time off is to be equivalent to the pay the employee would have otherwise received for working the overtime.
- (c) If requested by the employee an employer must within one week of receiving a request pay the employee for any overtime worked. The employee must be paid at overtime rates.

**44. Penalty rates—Announcers and Broadcaster/Journalists**

**44.1 Sundays**

An announcer and broadcaster/journalist required to work on Sunday must be paid at **200%** of the minimum hourly rate, with a minimum payment for six hours. If Sunday work is continuous with work which commenced on the previous day and ends not later than 2.00 am on the Sunday, payment at **200%** of the minimum hourly rate will only be for the time worked after midnight.

**44.2 Public holidays**

An announcer and broadcaster/journalist required to work on a public holiday must be paid **250%** of the minimum hourly rate, with a minimum payment for six hours. If the public holiday work is continuous with work which commenced on the previous day and ends not later than 2.00 am on the public holiday, payment at **250%** of the minimum hourly rate will only be for the time worked after midnight.

**44.3 Penalty rates not cumulative**

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

**44.4 Shift penalties**

- (a) An announcer and broadcaster/journalist required to work between 10.00 pm and 9.00 am (other than on a midnight to dawn shift) must be paid **115%** of the minimum hourly rate with a minimum payment of one hour.

Parties are asked whether 'midnight to dawn shift' should be defined given the exclusion of clause 44.4(a)?

- (b) An announcer and broadcaster/journalist required to work on a midnight to dawn shift must be paid **115%** of the minimum hourly rate for the entire shift worked.
- (c) The shift penalties prescribed by this clause are not cumulative upon any other entitlement under any other clause in this award.

## **45. Penalty rates—Technical staff**

### **45.1 Weekend penalty rates**

#### **(a) Saturdays**

All ordinary time worked by a technical employee between midnight on Friday and midnight on Saturday will be paid for at **175%** of the minimum hourly rate.

#### **(b) Sundays**

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

#### **(c) Public holidays**

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

### **45.2 Shift penalties**

- (a) A technical employee who works on a shift, any part of which falls between 6.00 pm and 7.00 am, will be paid an additional allowance of **15%** of the relevant minimum hourly wage for the entire shift worked.
- (b) A technical employee required to work ordinary hours continuously for a period exceeding four weeks on a shift falling wholly within the hours of 6.00 pm and 7.00 am must be paid an additional allowance of **30%** of the relevant minimum hourly wage for each entire shift worked.
- (c) The additional payments prescribed in this clause are not to be taken into account in the calculation of overtime payment or to be paid with respect to any shift for which any other form of penalty payment is made under this award, except where the employee is required to work on public holidays or a rostered day off.
- (d) The period for which the additional payment prescribed by this clause will be calculated is to the nearest quarter of an hour in each weekly period.

### **45.3 Penalty rates not cumulative**

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

## **46. Allowances**

**46.1** Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule I for a summary of monetary allowances and method of adjustment.

### **46.2 Wage-related allowances**

#### **(a) Extra duties**

An announcer and broadcaster/journalist who is permanently required by the employer to be responsible for one or more of the following duties in addition to performing the duties of an announcer and broadcaster/journalist must be paid an allowance of **15%** of the relevant minimum wage:

- (i) the rostering of announcers' and broadcaster/journalists' duties;
- (ii) studio bookings;
- (iii) the training of trainees; or
- (iv) the supervision of the studio staff.

#### **(b) Excess travelling time allowance**

Where an employee is normally employed at the studios or at the transmitter and is required to perform temporary duties at a place not being their normal place of duty, the employee will be paid an allowance equal to the normal rate of pay for all excess time spent travelling to and from their normal place of duty from the time of starting or finishing their rostered hours.

#### **(c) Stand-by allowance**

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

- (i) All stand-by duty will be rostered specifying the starting and finishing times of such duty.
- (ii) Stand-by duty will be paid for at the rate of **20%** of the relevant minimum wage calculated hourly.
- (iii) Where an employee on stand-by duty is called back to perform duty, stand-by payment will stop when they leave home and the employee will then be entitled to be paid at the rates in clause 43—Overtime—Technical staff from the time of leaving home until return, or to a place further mutually arranged, with a minimum payment as for two hours' worked.
- (iv) Stand-by payment where an employee has returned from a call-back duty will not recommence until the expiration of the period for which payment is received in clause 46.2(c)(iii).
- (v) Where an employee has returned from a call-back to duty and the period of duty was less than two hours, they are to recommence stand-by duty

without payment until the expiration of two hours, after which stand-by payment at the appropriate rate will recommence and continue until the end of the rostered stand-by duty. Alternatively, if the employee is called back to work a second time during the period of two hours, no additional payment will be made until after the expiration of the two hours, when overtime provided in clause 46.2(c)(iii) will resume without any further minimum payment.

**(d) Call back payment**

An employee who is not rostered on stand-by duty and is recalled for duty after having left the employer's premises will be paid overtime at the rates in clause 42.1 (Announcers and broadcasters/journalists) and clause 43.1 (Technical staff). Payment will start from the time of leaving the place from which they are recalled, until their return to this place or to their home, whichever they return to first. The employee will receive a minimum payment of four hours' work.

**46.3 Expense-related allowances**

**(a) Meal allowance**

**(i) Announcers and Broadcaster/Journalists**

- If work requires the employee to take more than one meal a day away from home, the employer will pay to the employee a minimum allowance of **\$22.59** for the second meal and **\$22.59** for each subsequent meal until the employee ceases work unless the meal or meals are otherwise paid for by the employer.
- For the purpose of clause 46.3(a) **meal** means breakfast, lunch or dinner.

**(ii) Technical staff**

- An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be required to work will be paid a meal allowance of **\$15.10**.
- The meal allowance must also apply to all meal periods during an employee's duty on outside broadcasts.

**(b) Transfer allowance**

**(i) Temporary transfer**

Where an employee is temporarily transferred for the purpose of providing relief or otherwise the employer will provide:

- reimbursement of all reasonable travelling expenses, or
- first class accommodation or equivalent allowance and first class rail or economy class air fares.

**(ii) Permanent transfer**

- Where an employee is transferred permanently from one station to another and has to change residence, the provisions of clause 46.3(b) are to be extended to the employee’s spouse or de facto partner and family.
- In addition the cost of removal and transmission of the employee’s furniture and household effects is to be paid by the employer.

See Schedule I for a summary of monetary allowances.

## **Part 9—Journalists**

### **47. Annualised salary**

Annualised salaries are being reviewed in [AM2016/13](#)

- 47.1** By agreement with the employer, an employee classified as a Journalist Grade 5 or above may be paid a total salary package instead of ordinary pay, overtime, shift penalties, annual leave loading and distant engagement provisions.
- 47.2** The agreement must be in writing and state which payments are displaced by the salary package and by what amount.
- 47.3** Prior to entering into an agreement, the employee must be advised of what payments they would be entitled to for the prospective year based, as far as possible, on the pattern of hours that they will be expected to work.
- 47.4** If the employee’s pattern of ordinary hours of work changes during the period of the agreement or is found to be wrongly calculated or extraordinary events have intervened they will be entitled to terminate the agreement and revert to the conditions contained in this award.
- 47.5** The salary agreement will last for a period of 12 months, upon which either party may terminate and revert to the conditions contained in this award or continue the agreement until terminated by either side by providing eight weeks’ notice.

### **48. Hours of work**

- 48.1** The ordinary hours of work for a journalist are an average of 38 hours per week to be worked on one of the following bases by agreement between the employer and the majority of the employees in a section or unit:
- (a) five days per week;
  - (b) nineteen days in a 20 day work cycle comprised of three weeks of 40 hours and one week of 32 hours;
  - (c) nine days in a 10 day work cycle comprised of one week of 42 hours and one week of 34 hours; or
  - (d) four days in a five day work cycle.

**48.2** In the fortnight in which Christmas Day and Good Friday occur, the ordinary hours will be reduced by eight.

**48.3** The ordinary hours specified in clause 48.1 must be worked so that each employee has at least two days off duty each week except in the fortnights in which Christmas Day and Good Friday occur, when there must be at least five days off duty.

**48.4 Rostered days off**

The employees in a section or a unit may agree with their employer to accrue up to a maximum of three days off.

(a) Where an employee is given a day(s) off duty, this day or days will begin from the time the employee actually finishes duty.

(b) An employee who is not given any of the day or days off duty referred to in clause 48.3 by any of the methods provided for in this clause will be paid for such days in accordance with clause 55.1(b)(v).

**49. Rostering**

**49.1** The starting and finishing times of the ordinary daily hours of work will be rostered seven days in advance on a section by section basis unless the employer and a majority of employees in that section agree that a roster is not feasible. Any such agreement must contain provisions for the means of determining overtime and will be in writing.

**49.2** Due to unforeseen circumstances, rostered ordinary hours for an employee may be changed by the employer up to the conclusion of the previous shift worked by the employee or, where the employee is off duty, not less than 12 hours before the next rostered shift of ordinary hours for the employee is due to begin, or later in an emergency.

**49.3** Ordinary hours of duty will be rostered in shifts of not less than four and not more than 11 hours.

**49.4** Changes to rosters may only be made in accordance with clause 22.

**50. Breaks**

**50.1** An employee will not be required to work more than five hours without a break of at least 20 minutes.

**50.2** Where an employee is permitted a break of one hour off duty for a meal, the employer will be entitled to deduct one hour from the total time worked in accordance with clause 48—Hours of work. If the break permitted is less than one hour, no time will be deducted. A maximum of one hour will be deducted in any one day.

**51. Shift penalties**

**51.1** Any employee who is rostered to perform and performs ordinary duty on a shift:

- (a) any part of which falls between the times of 6.00 am and 7.00 am or is rostered to perform and performs ordinary duty on a shift that concludes between 6.00 pm and 8.30 pm will be paid **110%** of the minimum hourly rate for the entire shift worked; and
- (b) any part of which falls between 8.30 pm and 6.00 am will be paid **117.5%** of the minimum hourly rate for the entire shift worked.
- 51.2** The additional rates provided in clauses 51.1(a) and 51.1(b) are not cumulative and where any shift attracts both penalties only the higher percentage will be paid.
- 51.3** The additional payments prescribed in clause 51 will not exceed the amount based on the rate for Grade 5 in the case of an employee employed by a metropolitan television station and Grade 3 in the case of an employee employed in a non-metropolitan television station.

Parties are asked to clarify the operation of clause 51.2. Does this provision mean that the hourly shift penalty rate payable must be less than or equal to the minimum hourly rate for Grade 5 (or Grade 3 as the case may be)?

## **52. Allowances**

**52.1** Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule I for a summary of monetary allowances and method of adjustment.

### **52.2 Expense-related allowances**

#### **(a) Meal allowance**

If work requires the employee to take more than one meal a day away from home, any meal or meals in excess of one per day will (unless otherwise paid for or reimbursed by the employer) will be paid for by the employer at the rate of **\$20.71** for each such meal.

(i) For the purpose of this clause **meal** means breakfast, lunch, or dinner.

(ii) Normal meal break hours are:

- breakfast—6.00 am to 8.00 am;
- lunch—12.00 noon to 2.00 pm; and
- dinner—6.00 pm to 8.00 pm.

#### **(b) Air travel reimbursements**

(i) When an employee agrees to travel by other than a regular passenger-carrying air service, the employer will:

- reimburse the employee for the cost of taking out additional personal insurance to cover any existing insurance policies that would be invalidated by such travel; and
- reimburse the cost of taking out insurance against injury or death arising from travel by air, other than a regular passenger-carrying

service, for not less than **\$250,000** in the event of death, which is payable to the employee in the event of injury or to the employee's legal personal representative in the event of death.

- (ii) This clause will not apply where the employer indemnifies the employee against any invalidation of the employee's personal insurance policies and insures the employee against injury or death in the same terms as set out in clause 52.2(c).

**(c) Special risks reimbursements**

- (i) Where an employee performs any duty which would invalidate any of their personal insurance policies, the employer will reimburse the employee for the cost of taking out additional personal insurance to cover any existing insurance policies that would be invalidated by the activity.
- (ii) This clause will not apply where the employer indemnifies the employee against any invalidation of the employee's personal insurance policies.

**(d) Spectacles allowances**

Where spectacles or a lens change, specifically for the use of a computer screen at work, are prescribed the employer will pay the cost of the lens and up to an amount of **\$111.30** on the first frame provided that:

- (i) where the employee is in receipt of a health fund benefit the employer will pay the difference between the cost of the spectacles and the benefit with a maximum of **\$111.30** on the first frames; and
- (ii) the employer will not be liable for the tinted or outdoor component of any lenses.

See Schedule I for a summary of monetary allowances.

## **53. Distant engagements**

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

### **53.2 Starting and finishing times for distant engagements**

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



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

- (a) Time spent working and travelling on any day where travel is by a means approved by the employer, will be hours of duty on that day for the purpose of clause 53.3. Each employee will be treated as working a minimum of nine hours on any day.
- (b) Overtime will only occur where:
  - (i) the hours of duty of an employee exceed 38 hours in seven consecutive days; or
  - (ii) work performed, excluding any travel, is for more than 11 hours (including any meal break) on any day.
- (c) No time will be counted as overtime more than once.
- (d) All overtime worked on a distant engagement will be either allowed:
  - (i) as time off instead of payment for overtime (at the rate of hour for hour and will be given off in blocks of four hours), or
  - (ii) paid at **150%** of the minimum hourly rate for the first eight hours and **200%** of the minimum hourly rate after that.
  - (iii) Whether overtime will be provided according to clauses 53.3(d)(i) or (ii) will be determined by the employer.
- (e) An employee on a distant engagement is entitled to the shift penalties provided for in clause 51—Shift penalties. For the purpose of this clause ordinary hours of duty means the first nine hours of duty on any day except when those hours are overtime by reason of clause 48.1.
- (f) When an employee on a distant engagement is not given weekly days off duty to which the employee is entitled under clause 48—Hours of work, the employee will be given them, within 14 days of finishing the distant engagement, in addition to the days off to which the employee is entitled in that 14 day period. The days off are to be continuous where the employee has been on a distant engagement for a week or more without being given any days off.

**54. Transfers**

- 54.1** Clause 54 applies to employees who are required by their employer to permanently perform their duties in a different town or city to the one in which they were last directed by their employer to perform their duties.
- 54.2** An employee must not be downgraded as a consequence of any transfer.
- 54.3** An employer must reimburse the following costs associated with the transfer:
  - (a) first class train fare or economy class air fares for the employee and their family, or if the employee travels by car they will be paid the vehicle allowance in accordance with clause 14.3(a);

- (b) the transfer and storage of the employee’s furniture and effects. The employee will obtain at least two quotations for the transfer and storage and the employer will be obliged to reimburse the lower amount;
- (c) reasonable accommodation costs for a maximum of four weeks or until permanent accommodation is obtained, whichever is the sooner; and
- (d) reconnection and installation costs of telephone and other utilities at the employee’s first new place of residence.

**54.4** This clause does not apply when an employee who is transferred under this clause agrees in writing, at the time of the transfer or subsequently, that the city or town to which they are transferred will be or has become their permanent place of residence.

**54.5** If the employment of an employee is terminated by the employer for a reason other than misconduct, and the employee determines to relocate to the city or town in which they were located prior to the transfer, the employer must reimburse the employee the costs which are associated with that relocation referred to in clauses 54.3 and 54.4.

**54.6** An employee who resigns or is dismissed for misconduct while employed in another town, city or State is not entitled to the return fare for themselves or their family, or to any other return expenses.

**54.7** The town or city to which an employee is transferred must thereafter be regarded as the town or city in which the employee is regularly employed for all purposes.

## **55. Overtime**

This provision may be affected by [AM2014/300](#) – see [draft determination](#)

### **55.1 Daily overtime**

- (a) Daily overtime represents all time worked outside an employee’s rostered hours of duty, except for time worked on a rostered day off.
- (b) Daily overtime will be compensated for in the following manner.
  - (i) Up to and including the first hour of overtime will, either be given as:
    - time off instead of payment, at the rate of time and a half, within the following fortnight, or
    - paid for at **150%** of the minimum hourly rate.

Whether overtime is taken as time off or paid, will be at the discretion of the employer.

- (ii) Overtime in excess of one hour will be paid for at **150%** of the minimum hourly rate for the first hour and **200%** of the minimum hourly rate after that.
- (iii) An employee may, by mutual agreement with their employer, opt to take overtime as time off instead of payment at single time within the next 12 months. This agreement will be recorded in writing.

- (iv) Any time allowed off duty instead of overtime will be deemed to be ordinary hours for the day or days on which the time off instead is taken.
- (v) When an employee is not given the days or nights off duty as provided for in clause 48—Hours of work, the employee will be paid **200%** of the minimum hourly rate for all work done on any such day or days with a minimum payment for four hours.

## **55.2 Insufficient break**

- (a) Insufficient break represents all time worked before the expiration of 12 hours from the completion of duty on one day and the resumption of duty, except during distant engagements, and will be compensated as follows:
  - (i) if the break is less than eight hours, overtime will be paid for at **200%** of the minimum hourly rate for all work done before the expiration of the 12 hour break; or
  - (ii) if the break is eight hours or more, overtime will be paid for at **150%** of the minimum hourly rate for all work done before the expiration of the 12 hour break.
- (b) If an employee is called upon to resume duty within 12 hours of completion of a distant engagement, overtime will be paid at **150%** of the minimum hourly rate for all work done before the expiration of the 12 hour break.
- (c) Time worked during any period of insufficient break will not be included in the calculation of weekly hours.

**55.3** In no circumstances will overtime as provided for in clause 55 be compensated for more than once.

**55.4** Overtime on a distant engagement will be treated in accordance with clause 53—Distant engagements.

## **Part 10—Cinemas**

### **56. Coverage**

No employer covered by Part 10—Cinemas and not otherwise covered by Parts 7, 8, 9, 11, 12, or 13 will be covered by the *Hospitality Industry (General) Award 2016* or the *Restaurant Industry Award 2016*.

### **57. Types of employment**

**57.1** At the time of engagement an employer will inform each employee in writing of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.

#### **57.2 Full-time employment**

- (a) A full-time employee is an employee who is engaged to work:

- (i) 76 hours per fortnight, or
  - (ii) 152 hours in a 28 day cycle by written agreement between the employer and the employee (which may be terminated as provided in clause 58.4).
- (b) A full-time employee must be provided with a written statement setting out their classification, applicable pay scale and terms of engagement.

### 57.3 Part-time employment

- (a) A part-time employee is an employee who:
- (i) is engaged to work:
    - less than 76 ordinary hours in a 14 day cycle, or
    - less than 152 hours in a 28 day cycle by written agreement between the employer and the employee (which may be terminated as provided in clause 58.4);

Clause amended in blue following agreement between parties at conference on 19 May 2016 reflected in [Report to Full Bench](#) dated 21 July 2016.

- (ii) has regular, reasonably predictable and continuous employment [within the terms of clause 57.3 and 58.3](#); and
  - (iii) receives, on a pro rata basis, equivalent conditions to those of full-time employees who do the same kind of work.
- (b) A part-time employee receives the minimum hourly rate for ordinary hours worked.
- (c) An employer is required to roster a part-time employee for a minimum of four consecutive hours on any day or shift. An employer will offer to roster a part-time employee for a minimum of 8 hours in any consecutive 7 day period commencing on a Thursday.
- (d) All hours worked in excess of full-time hours will be overtime and will be paid in accordance with clause 61—Overtime and penalty rates.

### 57.4 Casual employment

- (a) A casual employee is an employee engaged as a casual employee and paid by the hour. An employer when engaging a casual must inform the employee that they are employed as a casual, of their hours of work, classification level and rate of pay.
- (b) A casual employee must be paid at the relevant ~~loaded~~ minimum hourly wage plus a casual loading of **25%**. The casual loading is paid instead of all paid leave including annual leave, personal/carers' leave and public holidays not worked whether prescribed in this award or the NES.
- (c) Casual employees must be paid at the termination of each engagement but may agree to be paid weekly or fortnightly.
- (d) Casual employees are entitled to a minimum payment of three hours' pay on each occasion they are required to attend for work.

## **58. Ordinary hours of work and rostering**

### **58.1 Hours of work**

- (a) Ordinary hours of work for cinema employees can be any hours worked on any of the days Monday through to and including Sunday.
- (b) Cinema employees will be paid the loading in clause 13.4 for all hours worked.
- (c) Ordinary hours worked between 1.00 am and 8.00 am on any day will be paid at the rate of **200%** of the ~~loaded~~ minimum hourly rate.

### **58.2 Full-time employees**

- (a) Full-time employees must work:
  - (i) 76 ordinary hours in a 14 day cycle, or
  - (ii) 152 ordinary hours in a 28 day cycle by written agreement between the employer and employee.
- (b) Ordinary hours must be worked in periods of rostered ordinary hours of not more than eight consecutive hours or 10 consecutive hours by agreement between the employer and employee, and not less than four hours which must be consecutive other than for meal breaks.

### **58.3 Part-time employees**

- (a) Part-time employees will be required to work:
  - (i) an agreed number of ordinary hours in a 14 day cycle, or
  - (ii) a 28 day cycle by written agreement.

Clause amended in blue following agreement between parties at conference on 19 May 2016 reflected in [Report to Full Bench](#) dated 21 July 2016.

- (b) The agreement about [the number of](#) ordinary hours to be worked will be in writing and may be changed at any time by agreement between the employer and employee, which will also be in writing.
- (c) Part-time employees may by agreement be employed as full-time employees during school holidays.

### **58.4 28 day cycle**

Where there is a written agreement to work ordinary hours in a 28 day cycle, the employer or the employee may, on 28 days' notice in writing to the other party, terminate the agreement and the employee will commence or resume working ordinary hours in a 14 day cycle from the next roster cycle commencing after the expiration of 28 days from the giving of notice.

### **58.5 Casual employees**

Casual employees will work a minimum of three consecutive hours excluding meal breaks required by the award.

**58.6 Attending meeting or training session**

Any employee required to attend a meeting arranged or authorised by the employer or any structured training session will be paid a minimum of two hours ordinary pay.

**59. Rosters**

**59.1** The employer will post a draft roster on the Friday and will post a final roster on the Monday afternoon before the start of the week to be worked. The start of the week is a Thursday.

**59.2** Where a change to the final roster is required to be made, an agreement between the employer and the employee is required.

**59.3** The employer can change the roster at short notice without agreement due to unforeseen operational requirements. However if the employer changes the roster for other reasons, employees will be paid **200%** of the ~~loaded~~ minimum hourly rate for hours worked outside the original roster.

Clause amended in blue following agreement between parties at conference on 19 May 2016 reflected in [Report to Full Bench](#) dated 21 July 2016.

**59.4** To the extent practical, the rostering process will be undertaken in consultation with individual employees affected **and, in respect of part-time employees, the employer will endeavour to provide a reasonably regular pattern of work which accommodates the fluctuating operational requirements of the employer.**

**59.5** Changes to rosters must be in accordance with clause 22.

**60. Meal breaks**

**60.1** The employer must allow a meal break of 30 minutes or, if the employee and the employer agree, up to 60 minutes when employees are working a rostered period of work in excess of five hours unless that rostered work period would end within that meal break.

**60.2** Employees required to work beyond five hours without a meal break will be paid **200%** of the ~~loaded~~ minimum hourly rate for the period of the meal break.

**61. Overtime and penalty rates**

**61.1 Full-time and part-time employees—overtime**

- (a) Overtime will be paid to a full-time or part-time employee who works:
- (i) more than 76 ordinary hours or on more than 10 days, in any 14 day cycle;
  - (ii) more than 152 ordinary hours or more than 20 days, in any 28 day cycle (by written agreement between the employer and employee); or
  - (iii) more than eight hours on any day, or more than 10 hours by agreement between the employer and employee.

- (b) Overtime will be paid at **150%** of the **loaded** minimum hourly rate for the first two hours and **200%** of the **loaded** minimum hourly rate after that.

#### **61.2 Casual employees—overtime**

Work for more than eight consecutive hours on any day or 10 consecutive hours by agreement between the employer and employee is overtime. The employer will pay for this overtime at **150%** of the **loaded** minimum hourly rate for the first two hours and **200%** of the **loaded** minimum hourly rate after that.

- 61.3** Each day's work will be considered separately for the purposes of overtime. The employer will not count meal breaks when adding up hours of overtime.

#### **61.4 All cinema employees—break between shifts**

- (a) Employees must have at least 10 consecutive hours off duty between the end of each shift and starting ordinary work on the next day or shift. Where the employer is satisfied that occupational health and safety standards will be met, an employee may request and the employer may agree that a break of at least eight hours be substituted for the 10 hour break.
- (b) If the employer requires an employee to return to work before the employee has had 10 hours off duty (or eight hours at the request of the employee), the employer will pay the employee **200%** of the **loaded** minimum hourly rate until the employee is released from duty. Employees are then entitled to be absent until the completion of 10 consecutive hours off duty without loss of pay for ordinary working time during that absence.
- (c) An employee may voluntarily swap a work period or periods with another employee if the employer agrees. If this occurs, clause 61.4(d) will not apply.
- (d) Weekly employees will be free from duty for a minimum of two days each week and such days will be consecutive where reasonably possible. If any of the days are not given and taken, payment will be made at **150%** of the **loaded** minimum hourly rate for the first two hours and **200%** of the **loaded** minimum hourly rate after that for all hours worked with a minimum payment for four hours.

#### **61.5 Time off instead of payment for overtime**

This provision may be affected by [AM2014/300](#) – see [draft determination](#)

- (a) Arrangements for time off instead of payment for overtime will be made on an individual basis, as agreement must be reached between an individual employee and the employer.
- (b) Overtime worked on Sunday or public holidays will accrue at the rate prescribed by the award for each hour worked.
- (c) If the employee works during any agreed time off period the following will apply:
  - (i) the employer and the employee may agree upon an alternative period of time to be taken off in substitution; or

- (ii) if there is no agreement to an alternative period of time to be taken off in substitution then employees will be paid at the appropriate overtime rate for that period of the accrued time worked.
- (d) After consultation with the employee the employer will decide the most appropriate period in which time off instead of payment for overtime will be taken, provided that the employee will take time off instead of payment for overtime not later than six months after the overtime hours are banked.

**61.6 All cinema employees—public holidays**

- (a) Clause 20.2 will not apply to employees in cinemas.
- (b) If a weekly employee is required to work on a day to be observed as a public holiday, then, the employee will be paid **200%** of the ~~loaded~~ minimum rate for the hours worked.
- (c) Casual employees will be entitled to receive **200%** of the ~~loaded~~ minimum hourly rate for work on a public holiday.
- (d) A weekly employee whose rostered time off falls on a public holiday will be:
  - (i) allowed an additional day off at a time to be agreed upon by the employer and the employee; or
  - (ii) paid an additional day’s pay instead within seven days of the holiday.

**61.7** See clause 58.1(c) for the penalty applicable for ordinary hours worked between 1.00 am and 8.00 am.

**62. Allowances**

**62.1** Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule I for a summary of monetary allowances and method of adjustment.

**62.2 Wage-related allowances**

**(a) Zone managers—additional allowances**

- (i) A zone manager will, in addition to the ordinary wage, be paid the following allowance for each additional theatre supervised:

	<b>Allowance for each additional theatre supervised</b>	<b>Maximum allowance</b>
	<b>\$ per theatre</b>	<b>\$ per week</b>
Zone 1	42.14	252.93
Zone 2	29.53	178.04

- (ii) Zone 1 applies to cinemas in the central city areas of the capital cities of the States of the Commonwealth and the City of Newcastle or any cinemas regularly giving three or more performances daily.



- (iii) Zone 2 applies to drive-in theatres and all other cinemas other than those in Zone 1.

### 62.3 Expense-related allowances

#### (a) Removal allowance

Where an employee is appointed or transferred to a theatre and the employer requires the employee to reside in a particular suburb, town or State, then the cost of removal necessarily incurred will be paid to the employee by the employer.

#### (b) Working away from usual place of work

A full-time or part-time employee engaged by the week who, while travelling away from home on duty, is required to provide their own board and lodging will be paid a travelling allowance of **\$81.88** per day, up to a maximum of **\$409.41** per week.

See Schedule I for a summary of monetary allowances.

## Part 11—Actors

### 63. Special definitions

In this Part unless the contrary intention appears:

**ancillary rights** means the right to use, rent, lease or license the film for any or all purposes (other than theatrical or free television) including but not limited to ships at sea, aircraft, buses, hotels, home video, pay television, toll television, subscription television, community antenna television, cable television, closed circuit television, video cassettes, cartridges, video discs, wire transmission and in any other form of mechanical and/or electronic reproduction not known or hereafter devised

**artist** means each and all of those persons engaged by the producer to take part audibly and/or visually in the production of the film including performers, doubles, extras, stand-ins and stunt artists

**call** means an instruction after engagement by the employer to the artist to report for work at a definite time and date for a definite period for the purpose of rehearsing for and/or performing in a film

**content** means audio-visual or audio only material created with the intention of release theatrically, broadcast, internet, radio, video, mobile phone or any other media whether now known or devised after the date of the making of this award

**crowd** see extra

**double** means an artist who takes the place of a performer but who does not speak dialogue used in the production and is not photographed in a manner which enables recognition. Provided that a stunt double or stunt performer who takes the place of an artist for safety reasons or to perform or to engage in hazardous action will be regarded as a performer.

**engagement** means the aggregate number of calls required of any artist to complete a performance

**extra** means an artist who is part of a crowd, mob, ensemble or atmospheric scene and who appears only incidentally or in backgrounds, and who does not speak dialogue except in the mass, and who is, in accordance with industry practice, not featured, provided that the producer may for the purpose of authenticity invite members of the public in civilian dress to join in a scene and each member of the public will not be regarded as an artist and will not otherwise be covered by this award

**feature film** means a production which is produced with a genuine intention of a primary theatrical release

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

**one-off productions** means tele-plays, feature films, telemovies, mini-series, docu-dramas and dramatised and scripted corporate video/training films of more than 20 minutes duration that are fully scripted and professionally produced

**performance** means the work done by an artist in a film

**pick-up point** means the studio of the producer provided that such studio is within a radius of 25 km of the GPO of the capital city in which the artist resides. Should the studio be located in excess of 25 km then the pick-up point will be within 25 km of the GPO. The producer will be required to provide transport to and from the place of work from the GPO. The pick-up point will be reasonably convenient to the nearest means of public transport.

In the case of interstate or country artists, the pick-up point will be the transport terminal at which the artist arrives or the place of overnight accommodation should the artist have to stay overnight, provided that the producer and a majority of the employees affected may agree to a pick-up point beyond 25 km.

**place of accommodation** means the place where an artist temporarily resides overnight when they have travelled away from their place of residence in the course of their employment

**place of residence** means the address at which the artist usually resides

**rehearsal** means the work done by an artist in preparation for their performance in the presence of and under the direction of the producer

**semi-nude** means where the artist's genitalia, buttocks and/or breasts (in the case of female artists) are uncovered

**serial drama and serial comedy** means a dramatic production for television comprising episodes of specific duration which are not self-contained but which form part of a series of such episodes and which have a continuing theme

**series drama and series comedy** means a dramatic production for television comprising episodes of specific duration each of which is self-contained and uses the same leading fictional characters

**stand-in** means an artist who replaces another artist for the purpose only of rehearsal and/or technical set-ups such as lighting, camera angles etc.

**supernumerary** see extra

**television** means the transmission of audio and visual images to a remote receiver by means of a radiated signal transmitted from a television broadcast station and received by the public at large, free of charge

**television program** means content of a specific duration made for television and includes series drama, series comedy, serial drama and serial comedy

**theatrical rights** mean the right to rent, lease, license, exhibit, distribute and otherwise deal in and with respect to a film on any gauge released for public exhibition

**USA Network** means any or all of the following: American Broadcasting Company (ABC), Columbia Broadcasting System (CBS), National Broadcasting Company (NBC)

**walk-on extra** see extra

## **64. Terms of engagement**

**64.1** The terms of an engagement will be specified by the employer when the engagement is made, confirmed in writing and forwarded to the employee or their agent prior to the start of work by the employee on their first call.

**64.2** The employer will specify in writing as part of the terms of engagement the details of work to be performed by the performer, including:

- (a) with respect to advertising content the products or services to be advertised, if any, and where possible and practicable, the details of length and number of advertising films;
- (b) with respect to content other than advertising films the requirement to use the artist's name or image in commercial tie-ups between that content and commercial goods or in commercial advertising;
- (c) the intention, if any, to associate the performers image or name with promoting a product or service, including the use of still photographs;
- (d) the requirement, if any, to appear nude, semi-nude or in sex simulated scenes, including in still photography;
- (e) the intention, if any, to use a stand-in or double in place of the performer in nude, semi-nude or sex simulated scenes;
- (f) a requirement to participate, if any, in action which could reasonably be described in industry custom and practice as a stunt and the details of the special services required; and
- (g) with respect to content other than advertising content the performer's name to be used for billing publicity and purposes.

**64.3 Minimum payments per day**

**(a) Advertising films**

The minimum payment for work on any day will be:

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

**(b) Feature films**

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

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

**(c) All other content**

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

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

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

**64.4** No audition or screen test will be held in public. The only persons allowed to be present during an audition or screen test will be the employer and/or members of the employer's production staff.

**64.5** No recording of an audition or screen test will be used in any manner whatsoever other than for private viewing by the employer and/or members of the employer's production staff and such recording may only be retained by the employer solely for reference purposes.

**64.6** The artist will not be required to perform a sex simulated scene in any audition or screen test.

**64.7** The artist will not be required to appear nude or semi-nude in the first audition or screen test.

- 64.8** Where the employer requires the artist to appear nude or semi-nude in an audition the employer must:
- (a) provide the artist with a script 24 hours in advance of the auditioning;
  - (b) allow the artist to nominate an individual to be present throughout the audition; and
  - (c) not record the audition.

## **65. Hours of work**

### **65.1 Content other than feature films**

- (a) The ordinary hours of work will be based on an eight hour day exclusive of meal breaks to be worked continuously between 7.00 am and 8.00 pm Monday to Friday and will not exceed:
  - (i) 38 hours per week; or
  - (ii) for artists who perform work in a serial drama or serial comedy:
    - 1 or 2 episodes per week—32 hours per week; or
    - 3, 4 or 5 episodes per week—38 hours per week.

- (b) **Feature films**

The ordinary hours of work will be based on an eight hour day exclusive of meal breaks to be worked continuously between 6.30 am and 11.00 pm Monday to Saturday and will not exceed 38 hours.

### **65.2 General (applicable to all content)**

- (a) Travelling time both ways between the pick-up point and the place of work will be counted as time worked.
- (b) An employee will not be required to work more than eight hours without payment for overtime.
- (c) The employee's time of starting will be the time that the employee is directed to be in attendance by the employer. Time taken for the application of make-up will count as time worked but removal of make-up must be in the artist's own time. However, where the time taken to remove full body make-up, special effects make-up and prosthetics exceeds 10 minutes, and when the actual time is taken to remove the make-up, up to 30 minutes will count as time worked. Where the employer and an artist agree that there are special circumstances requiring more than 30 minutes in the removal of make-up, the time actually taken in such removal will be counted as time worked.
- (d) If for the purposes of wardrobe the employer directs an employee to attend at a particular place before the start of the employee's call, the employer will pay the employee for each hour or part thereof which the employee so attends for such purposes at the employee's ordinary rate of pay.

- (e) Wild lines (dialogue) recorded on location, in studio premises or location hotel room on completion of a day's shooting, but not recorded to pictures, are to be regarded as shooting time or an extension thereof.

### 65.3 Notice of call times

An employee will be notified at the end of each day's work of the starting time for the next day's work but in any event not less than 12 hours' notice of starting time must be given to the employee.

### 65.4 Cancellation

#### (a) Advertising films

- (i) Where a call is cancelled at a time closer to the engagement than half the lead time or within five days of the engagement, whichever is the longer the employee will be paid:
- Performer—**50%** of the rate applicable to the completed engagement;
  - Extra—**100%** of the rate applicable to their minimum call.
- (ii) Any call cancelled and which is not regulated by clause 65.4(a)(i) may be cancelled without payment.

#### (b) Other content

If a call is cancelled the artist must be paid their ordinary rate in full for that call.

## 66. Allowances

66.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule I for a summary of monetary allowances and method of adjustment.

### 66.2 Wage-related allowances

#### (a) Work in other countries

If an artist working on a feature film is required by the producer to carry out work anywhere in the world outside the territorial boundaries of the Commonwealth of Australia or its dependencies (excluding Antarctica), mandated territories or protectorates, the artist will be paid an additional **10%** of their daily or weekly rate of pay for their ordinary hours of work.

#### (b) Climate allowance

If an artist working on a feature film is required by the producer to carry out work in North Queensland, Western Queensland, Western New South Wales, Central Australia, Northern Territory, Eastern or Northern Zones of Western Australia, Western or Northern Zones of South Australia or in Papua New Guinea, the artist will be paid an additional **10%** of their at a daily or weekly rate of pay for their ordinary hours of work for all such work.

(c) **Additional roles**

Where it becomes necessary for an artist to play any role other than that for which they were originally engaged and which additional role may or may not involve the speaking of dialogue they will receive additional payment at the minimum rate of pay prescribed in clause 13 for each additional role.

Parties are asked to confirm the method of calculation for payment for publicity/promotion work for employees engaged by the day and by the week. Are the relevant daily and weekly rates divided by 7.6 and 38 respectively to determine an hourly rate? If so, would it be helpful to include a method for calculation?

(d) **Payment for publicity/promotion**

Where the artist is required to make themselves available for publicity and/or promotion work outside their normal working hours they will be paid for a minimum call of two and a half hours.

(e) **Episode allowance**

- (i) Where an artist is engaged to perform in a serial drama or serial comedy and works in more than five episodes in a week the artist will be paid in addition to the rate of pay for performing in five episodes set out in clause 13.8(d) an allowance of **43.75%** of the one and two episode rate for each episode in which that performer works in that week.
- (ii) Where two one-hour programs are produced in a week then for the purposes of this clause and clause 13.8(d) they will be regarded as four episodes in which work is performed in a week.
- (iii) An artist engaged by the day who is required to perform in more than one episode will be paid in accordance with clause 13.8(d).

**66.3 Expense-related allowances**

(a) **Meal allowances**

- (i) Should an artist be required to continue working for not less than two hours after the employee has completed eight hours work on that day, the employee will be entitled to a second meal break to start not later than 10 hours from the start of the employee's work on that day and will also be entitled at the employee's option to be supplied with a meal or be paid the sum of **\$17.37** instead.
- (ii) An artist when travelling or on location during meal breaks will be paid an allowance of **\$15.60** for breakfast, **\$17.60** for lunch and **\$26.86** for dinner. This clause does not apply where the artist is provided with a satisfactory meal.

(b) **Transport for publicity/promotions**

- (i) In carrying out any publicity and/or promotion work pursuant to this clause, an artist will, where relevant, be paid in accordance with clause 66.3(c) for travelling and be provided with accommodation and expenses pursuant to clause 66.3(d) except that an artist will be provided with transport or paid the cost of same both ways.

- (ii) When working at a place of work that does not require air travel between the artist's residence and the place of work the employer must pay the cost of transport for the artist to get to and from work. This does not apply where the employer provides transport free of charge.
- (iii) When working at a place of work that requires air travel between the artist's residence and the place of work the employer must pay the cost of air transport for the artist to get to or from work. This clause does not apply where the employer pays for the cost of air transport.
- (iv) An artist will be provided with air travel of a class stipulated in the artist's employment contract or in the absence of any such stipulation, pursuant to clause 66.3(c).
- (v) Prior to departure an artist will be provided with an itinerary outlining the places where they will be required to attend and the duties required of the artist in carrying out such publicity and/or promotion work (e.g. interviews, performance, etc.).

(c) **Travel allowance**

An artist required by the employer to travel will be reimbursed up to the actual cost of a first class ticket where available, depending on the means of appropriate available transport or, in the case of aircraft, with an economy class ticket, to their destination or, if to location, then to the terminal nearest the location or location accommodation. Clause 66.3(c) will not apply where the employer provides the transport.

(d) **Accommodation allowance**

- (i) An artist required to stay away overnight from their place of residence will be reimbursed by the employer up to the actual cost of suitable accommodation. This provision will not apply where the employer provides suitable accommodation.
- (ii) Where it is impossible for the employer to obtain suitable accommodation the artist will be paid the following allowances:
  - where accommodation is provided at the standard of a private home, homestead, or hotel with share facilities or where unshared accommodation is not provided—**\$8.15** per day;
  - where accommodation is provided at the standard of air-conditioned caravans or air-conditioned and seweried mining camps—**\$16.38** per day; or
  - where accommodation is provided at the standard of shearer's quarters, rough mining camps, or by camping—**\$32.57** per day.
- (iii) For the purposes of clause 66.3(d) it will be deemed impossible for an employer to obtain accommodation of the type referred to in clause 66.3(d)(i) where it is necessary for the artist to spend more than one and a half hours travelling from the location to the nearest accommodation.



- (iv) Where an artist is required by the employer to perform an engagement interstate starting before 9.00 am on the first day of engagement and it is impracticable for the artist to travel from home the artist will be reimbursed the actual cost of overnight accommodation. Where an artist is required to perform an engagement interstate finishing after 7.00 pm on the final day of employment the artist will be reimbursed the actual cost of overnight accommodation where it is impracticable for the artist to return home. This provision does not apply where the employer provides suitable accommodation.
- (v) Where an artist is required by the employer to travel intrastate or to perform an engagement more than 80 km from their place of residence and commence work before 9.00 am on the first day of engagement the employer will reimburse the artist for the actual cost of overnight accommodation. Where an artist is required to perform an engagement more than 80 km from their place of residence and finish work after 6.00 pm on the final day of employment, the employer will reimburse the artist the actual cost of overnight accommodation. This provision does not apply where the employer provides suitable accommodation.
- (vi) If an artist is required to travel to or from an engagement on any day on which they are not being paid for work they will travel at a time which as far as possible will be at a time to suit their convenience and be paid at the hourly equivalent of the relevant daily award rate specified in clause 13—Classifications and minimum wages with a minimum of four hours' payment (meal breaks excluded).
- (vii) An artist will be provided with transport between the pick-up point and place of work if they require it.
- (viii) An artist required by the employer to carry baggage of not less than eight kilograms or which cannot be conveniently carried by the artist by hand, to a location or studio or pick-up point will be reimbursed for the actual cost of taxi or private automobile transport to and from the artist's place of residence. This provision will not apply where the employer provides transport.
- (ix) The artist required to stay overnight from the artist's place of residence will be paid the actual cost of transport both ways between all town or city transport terminals, places of work and places of overnight accommodation. This provision does not apply if the employer provides transport.
- (x) An artist not required to stay away overnight from their place of residence will be reimbursed the actual cost of taxi or private automobile transport either way as relevant between their place of residence and the place of work as set out below:
- when the artist's work starts before 7.00 am or finishes after 7.00 pm (or in the case of daylight saving 8.00 pm) and the place of work is not convenient to the nearest means of regular public transport; or

- when an artist starts or finishes work at a time when the normal means of regular transport is not available within 30 minutes of the artist's starting or finishing time.

This provision will not apply where the employer provides the artist with suitable transport.

- (xi) Payment of allowances under clause 66.3(d) will be paid to an artist on a day to day basis.

(e) **Wardrobe allowance**

- (i) Where an employer requires an employee to provide properties, wigs, footwear and articles of clothing not possessed by the artist and any article of clothing or footwear peculiar to any trade, calling, occupation or sport the artist will be reimbursed up to the actual cost to the artist of providing these items. This provision will not apply where the employer provides these items.
- (ii) Where an employer requires an artist to wear footwear and/or civilian dress of a type which is customarily worn by civilians of the present day in Australia the artist may be required to provide such wardrobe if it is already in the artist's possession. In the event that such wardrobe is not in the artist's possession, the artist will be reimbursed up to the actual cost to the artist of providing the items. This will not apply where the employer provides such items.
- (iii) The employer will reimburse the employee or artist for the actual cost of maintaining wardrobe in a satisfactory and hygienic condition or for the cost of repairs or replacement resulting from any damage. This provision will not apply where the employer maintains or replaces wardrobe as required.
- (iv) The employer may elect, as an alternative to its obligation pursuant to clause 66.3(e)(iii), to pay the following allowance:
  - in the case of an artist who provides their own formal wear wardrobe (including any special character costume), **\$42.80** per outfit for each week or part of a week the artist provides the outfit, such amount to be inclusive of any rental fee; and
  - in the case of an artist who provides other wardrobe, **\$25.50** per outfit for each week or part of a week the artist provides the outfit.

For the purpose of clause 66.3(e)(iv), **week** means a period of seven consecutive days calculated from the first day on which an artist provides the wardrobe under clause 66.3(e)(iv).

**66.4 Release allowances payable to performers—feature films only**

- (i) The payment as specified in clause 13—Classifications and minimum wages will entitle the producer to Australian theatrical rights. The producer may acquire additional rights from a performer by the payment of an additional allowance based on the percentage of their ordinary rate

of pay set out below to secure the rights to release the film in the following way:

• **Australian television rights**

Not more than four screenings in any one television area over five years—**20%**

• **World television rights (excluding any screening on a USA Network)**

Not more than seven screenings in each or any television area in the world—**25%**

• World theatrical rights—**25%**

• World ancillary rights (as defined) excluding Australia—**20%**

• USA Network television rights—**50%**

• Australian ancillary rights—**20%**

- (ii) The percentage set out in clause 66.4(i) will apply if the producer pays the allowance at the time of the production. If the allowance is not paid at the time of the production, and is paid subsequently, the applicable percentage will be doubled. Any additional screenings are to be the subject of further negotiation.

See Schedule I for a summary of monetary allowances.

**67. Meal breaks and rest breaks**

**67.1 General**

**(a) Breakfast**

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

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

**(c) Lunch and dinner**

- (i) An artist will be allowed meal periods of 30 to 60 minutes between:
- Lunch—12.00 noon and 2.00 pm; and

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- Dinner—5.00 pm and 8.00 pm or 6.00 pm and 9.00 pm during daylight savings.
- (ii) A meal break (other than breakfast in clause 67.1(a)) will not be considered as time on duty.
- (iii) A meal break under clause 67.1(c) will commence not later than five hours from the start of the work session involved.
- (d) When proper meals are unavailable or the artist by reason of wearing costume and/or make-up is unable to proceed to a public restaurant etc., the employer will pay the artist the amount as set out in clause 66.3(a)(ii) for lunch and for dinner or provide adequate meals.

Parties are asked to confirm the method of calculation for payment for working through the lunch break for employees engaged by the day and by the week. Are the relevant daily and weekly rates divided by 7.6 and 38 respectively to determine an hourly rate? If so, would it be helpful to include a method for calculation?

- (e) If the meal period is not allowed the artist will be permitted to have their usual meal period without deduction as soon as possible after the prescribed meal period and the normal time of the meal period will be paid for at:
  - (i) Weekdays—time and a half;
  - (ii) Saturday—time and three quarters;
  - (iii) Sunday—double time; and
  - (iv) Public holiday—double time and a half.
- (f) An artist required to work beyond the time of a second meal break will be paid an allowance as set out in clause 66.3(a)(i) unless the employer provides the appropriate meal.
- (g) When overtime duty is performed beyond midnight a supper break of half an hour must be allowed and taken as time on duty. The employer must reimburse the artist at the rate set out in clause 66.3(a)(i) per supper or provide supper.
- (h) **Rest breaks**
  - (i) Artists will be granted a rest period of 10 minutes during the morning and afternoon of each day.
  - (ii) Where the period between meal breaks or between starting time and the first meal break is more than five hours, the rest period will be of 20 minutes duration.
  - (iii) No artist will be entitled to more than one rest period during each morning or afternoon.
- (i) All meal breaks and rest periods are to be uninterrupted and free from hair, wardrobe, make-up, rehearsal calls and other work.
- (j) A break of 10 clear hours must be allowed between finishing work on one day and starting work on the next day. In the event of an emergency, work may be

performed within this 10 hour period with the consent of the artist. If work is performed within this 10 hour period the artist will be paid double time for the whole period worked until the artist starts their 10 hour break.

- (k) Where an artist is scheduled only a single day off in a week, the minimum break for that day will be 34 consecutive hours calculated from the time the artist stops work on the day prior to the break. Where an artist does not receive a break of 34 hours they will be paid at double time for that period of time worked which is equal to the time by which the 34 hour break was shortened. For the purpose of this clause publicity and/or promotion work will not be regarded as work in a 34 hour break and such work will be paid for at the rate prescribed in clause 66.2(d).

#### **67.2 Dancers**

- (a) A 30 minute warm-up period prior to the commencement of work will be counted as time worked.
- (b) A rest break of at least 10 minutes per hour will be granted during all rehearsal/film periods.
- (c) This provision applies only in circumstances where professional dancers are engaged as such to perform choreographed or unchoreographed dance to a level normally expected of a professional dancer.

#### **68. Overtime**

This provision may be affected by [AM2014/300](#) – see [draft determination](#)

Parties are asked to confirm the method of calculation for payment of overtime for employees engaged by the day and by the week. Are the relevant daily and weekly rates divided by 7.6 and 38 respectively to determine an hourly rate? If so would it be helpful to include a method for calculation?

- 68.1** An employee will work overtime as an employer may reasonably require.
- 68.2** For half daily engagements time worked in excess of four hours will be paid for at the appropriate overtime rate.
- 68.3 Television other than television programs**
  - (a) For all time worked in excess of eight hours per day other than on Sunday or public holidays payment will be at time and a half for the first two hours and double time after that.
  - (b) Overtime and penalty rates will be based on the employee's ordinary rate of pay.
- 68.4 Feature films**
  - (a) For all time worked in excess of eight hours per day on Monday to Friday or 38 hours per week payment will be made at time and a half for the first three hours and double time after that.

- (b) For purposes of calculating overtime payments each day's overtime will stand alone.
- (c) Where ordinary hours of work are worked on a Saturday such ordinary hours will not exceed eight hours exclusive of meal breaks and will be paid for at time and a quarter. Where overtime is worked on a Saturday following the working of ordinary hours of work the rate of payment of the overtime will be time and three quarters for the first three hours and double time after that.
- (d) Where overtime is worked on a Saturday which does not follow or is not continuous with the working of ordinary hours of work (i.e. where Saturday is a sixth or seventh day of the week) it will be paid for at time and half for the first three hours and double time after that.
- (e) For all work performed between 11.00 pm and 6.30 am a penalty rate of **25%** will be paid for each hour so worked.
- (f) Where the work is performed between midnight Friday and 6.30 am Saturday, or between 8.00 pm and midnight Saturday, the penalty will be **50%**.

#### **68.5 All other content**

- (a) For all work performed between 8.00 pm and 7.00 am a penalty rate of **25%** will be paid for each hour worked.
- (b) Provided that where the work is performed between midnight Friday and 7.00 am Saturday, or between 8.00 pm and midnight Saturday, the penalty will be **50%**.
- (c) For all time worked in excess of eight hours per day on Monday to Friday or 38 hours per week payment will be made at time and a half for the first three hours and double time after that.
- (d) For purposes of calculating overtime payments each day's overtime will stand alone.
- (e) Where an artist is rostered a day free of duty between Monday and Friday they may be worked on Saturday as part of their ordinary hours of work. Where ordinary hours of work are worked on a Saturday such ordinary hours must not exceed eight hours exclusive of meal breaks and will be paid for at time and a quarter. Where overtime is worked on a Saturday following the working of ordinary hours of work the rate of payment of this overtime will be time and three quarters for the first three hours and double time after that.
- (f) Where overtime is worked on a Saturday which does not follow or is not continuous with the working of ordinary hours of work (i.e. where Saturday is a sixth or seventh day of the week) it will be paid for at time and half for the first three hours and double time after that.

#### **68.6 General (applicable to all productions)**

Overtime will not be paid twice for the same time worked and will be paid for to the nearest half hour.

## 69. Penalty rates

### 69.1 Sunday work

All time worked on a Sunday will be paid at double time.

### 69.2 Postponement

#### (a) Advertising films

- (i) A call may be postponed without payment if three days' notice is given, or if the postponement is the result of late arrival or non-attendance of an employee.
- (ii) Postponement which is the result of unsuitable weather conditions for the filming of a particular call will attract:
  - no payment for the first postponement;
  - payment of **25%** of ordinary rates for the second, fourth, sixth, etc. postponement; and
  - payment of **50%** of ordinary rates for the third, fifth, seventh, etc. postponement.

#### (b) Other content

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

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

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

If the artist has attended the place of work and:

- was not advised of the postponement prior to the start of the call; or
- the place of the call was more than 20 km from the GPO,

the artist will receive their ordinary rate in full.

- (c) Calls substituted for the postponed call will be paid for at the rate for the original call.

### **69.3 Public holidays**

If by reason of any of the public holidays being a weekday on which no work is done, a full-time or part-time artist will be credited with eight hours work for each holiday and their wage for the week paid without deduction.

### **70. Lay days**

If an artist is required to stay away overnight from their place of residence but is not required to work (not being their usual day off) the artist will receive their ordinary rate for each day, unless the artist is engaged on a weekly basis.

## **Part 12—Musicians**

### **71. Hours of work**

**71.1** The ordinary hours of work of a casual musician employed in television will be a call of between three and eight hours on any one day, excluding meal breaks.

**71.2** In all other cases the duration of a call will not exceed three hours and will include all intervals and breaks as time worked. All time worked in excess of three hours will be paid at the appropriate overtime rate.

### **72. Terms of engagement**

**72.1** The terms of engagement of a musician employed in the making of feature films, documentaries, telemovies and television mini-series will be specified by the producer when the engagement is made, confirmed in writing and forwarded to the musicians where possible at least 48 hours before recording call commences.

**72.2** The employer will specify in writing as part of the terms of engagement the details of work to be performed by the musician including:

- (a) the production title, the production company and the employer's name;
- (b) the instrument to be played, if doubling is required, and in the case of a session singer the type of work required by the employee (e.g. doubling, harmonising, original track);
- (c) the hours and days required to work;
- (d) the fees to be paid; and
- (e) whether the engagement is for auditioning or demonstration purposes.

**72.3** At least 48 hours' notice will be given by the employer of the cancellation or postponement of a recording call, failing which payment in full will be made.



**72.4** Finished recording will be made in multiples of seven minutes per hour in the aggregate with not more than 21 minutes of finished recording, paid at the ordinary time rate of pay, to be made in the first three hours.

**72.5** A call will be deemed to have started at the time notified by the employer but, should all members of the orchestra not be present and ready to commence at the time notified by the employer as the starting time, the call will be deemed to have started only when the entire orchestra actually commences.

### **73. Meal breaks and rest breaks**

**73.1** A musician will be entitled to a break of not less than 15 minutes in each call. This break will be taken at a time mutually agreed and will count as time worked.

**73.2** An employee whose ordinary hours of call on any one day exceed five hours will be allowed a meal break no later than at the end of each five hours of work. The meal break will be between 30 and 60 minutes, or if the employee is a session singer, 60 minutes. A meal break will not be counted as time worked.

**73.3** An employee will be allowed a break of 10 consecutive hours between the time the employee finishes work on one day and the time the employee next starts work. If the employee starts without having received the break, the employee will be paid at double their ordinary rate until the employee receives a 10 hour break.

### **74. Allowances**

**74.1** Employers must pay to a musician the allowances the employee is entitled to under this clause. See Schedule I for a summary of monetary allowances and method of adjustment.

#### **74.2 Expense-related allowances**

##### **(a) Travel allowances**

**(i)** An employee required by the employer to travel by train, ship or aircraft will be reimbursed the actual cost of this travel. This provision will not apply where the employer provides and the employee elects to use employer provided transport.

**(ii)** An employee required by the employer to travel will be reimbursed the actual cost of a first class ticket for train (including sleeping accommodation), ship or in the case of aircraft, economy class ticket, to the required destination. This provision will not apply where the employer provides and the employee elects to use employer provided transport.

**(iii)** An employee required by the employer to stay away overnight from their usual place of residence will be reimbursed by the employer the actual cost of suitable accommodation. This provision will not apply where the employer provides suitable accommodation.

- (iv) When travelling during meal breaks an employee will be paid an allowance of **\$13.35** for breakfast, **\$19.85** for lunch and **\$26.35** for dinner. This does not apply where the employer provides a meal.
- (v) An employee required by the employer to perform in an engagement either interstate from their ordinary place of residence or at a location which involves the employee travelling a like or similar distance will be reimbursed the actual cost of return transport in accordance with clause 74.2(a)(i). This provision will not apply where the employer provides transport.
- (vi) An employee required by the employer to stay away overnight from their ordinary place of residence will be reimbursed the actual cost of all transport both ways between all town or city transport terminals, places of work and places of overnight accommodation. This provision will not apply where the employer provides transport.
- (vii) An employee not required to stay away from their place of residence will be provided with taxi or private automobile transport either way as relevant between the place of residence and the place of work or to be paid the cost of same in any of the following circumstances:
  - when an employee’s work commences before 8.00 am or finishes after 8.00 pm (9.00 pm daylight saving) and the place is not convenient to the nearest means of regular public transport; or
  - when an employee starts or finishes work at a time that the normal means of regular transport are not available within 30 minutes of the employee’s starting or finishing time.

### 74.3 Other allowances

- (a) **Principal players** as defined in Schedule G—Musicians will be paid an additional amount of **25%** of the minimum rate per call.
- (b) **Doubling**—a musician required to play more than one instrument and a session singer required to multi-track the same line of music, will be paid an additional amount of **25%** of the minimum rate per additional instrument per call.
- (c) **Overdubbing**—where a producer requires a musician to play additional parts or a session singer is required to multi-track a different line of music, the musician will be paid an additional minimum call of three hours’ duration.
- (d) **Leaders** as defined in Schedule G—Musicians will be paid an additional amount of **33.3%** of the total minimum call rate.

See Schedule I for a summary of monetary allowances.

## 75. Overtime

This provision may be affected by [AM2014/300](#) – see [draft determination](#)

- 75.1** Any time worked in excess of an initial three hour call will be paid at **150%** of minimum hourly rate for two hours and **200%** of minimum hourly rate after that, and will be calculated in segments of 15 minutes.

How do these provisions interact with clause 71?

**75.2** Any time worked in excess of the initial three hour call for purpose of recording material in excess of 21 minutes will be paid at **150%** of minimum hourly rate, with a minimum payment as for one hour.

**75.3** All time worked in excess of the ordinary hours of an engagement on any one day will be paid at **150%** of minimum hourly rate for the first four hours and **200%** of minimum hourly rate after that, to be calculated to the nearest quarter of an hour.

## **76. Penalty rates**

### **76.1 Sundays**

All work performed on Sunday will be paid for at double time.

### **76.2 Public holidays**

(a) All work performed on public holidays will be paid at 200% of the minimum hourly rate for work performed on an ordinary day, with a minimum payment of four hours.

(b) Casual employees will be paid for work on public holidays at **200%** of minimum hourly rate of pay plus the **25%** casual loading (calculated on the ordinary rate of pay).

### **76.3 Session singers**

(a) All work excluding live recordings performed on public holidays will be paid for at double time and a half.

(b) Should the recording in any one session total more than 21 minutes, a loading of **25%** of the performer's session fee in that session will be paid for each additional three minutes or part thereof.

(c) For all work performed between 11.00 pm and 8.00 am, a penalty rate of **25%** will be paid for each hour so worked. Where the work is performed between midnight Friday and 7.00 am Saturday or between 8.00 pm and midnight Saturday, the penalty rate will be **50%**.

(d) An employee required to perform as an Ensemble singer must receive a penalty of **100%** of the minimum session as set out in clause 13.12.

## **Part 13—Motion Picture Production**

### **77. Hours of work**

**77.1** Ordinary hours of work for full-time motion picture production employees will average 38 hours each week, which will by agreement between the employer and employees be worked on one of the following bases:

- (a) in days of up to 10 hours each over five days between Monday to Saturday, such hours to be worked continuously with the exception of meal breaks; or
- (b) by agreement with a majority of employees by any other arrangement to a maximum of 152 hours per 28 day cycle.

**77.2** All time worked on a Sunday will be overtime and paid in accordance with clause 80—Overtime.

**77.3** Except when living away from home and working on location, hours of work will start and finish at a nominated place of call. A **nominated place of call** for the purposes of Part 13 of this award will mean, in the case of a capital city, a place nominated by the employer within 25 km of the GPO of such capital city or in other cases, a place nominated by the employer within 25 km of the employer's usual place of business.

**77.4** When living away from home and working on location, hours of work will commence and finish at the place where the employee is provided with accommodation.

## **78. Breaks between shifts**

**78.1** The following breaks will be given, or the penalties prescribed in clause 78.2 will be paid.

- (a) In the case of two consecutive days worked—10 clear hours between the finish of one day's work and the start of the next day's work.
- (b) In the case of a single day off—34 clear hours between the finish of work prior to the day off and the start of work following the day off.

**78.2** Any employee required to commence work without receiving a break as prescribed in clause 78.1 will be paid an additional **100%** of the minimum hourly rate for all time actually worked after the break was to be taken until the employee receives a break as set out in clause 78.1.

## **79. Meal breaks**

**79.1** Meal breaks will start no later than five hours from the start of the work session or the end of the last meal break, whichever is later.

**79.2** If the meal break is not allowed as provided by this clause the normal time of the meal break will be paid at the following rates:

- (a) week days—**150%** of the minimum hourly rate;
- (b) Saturdays—**175%** of the minimum hourly rate;
- (c) Sundays—**200%** of the minimum hourly rate; and
- (d) public holidays—**250%** of the minimum hourly rate.

The employee will be permitted to have their usual meal break without deduction from their ordinary rate of pay as soon as possible after the prescribed meal break.

**79.3** Where an employee is required to work beyond the time of their second meal break a meal will be provided by the employer or the appropriate allowance in clause 83.2(a) will be paid to the employee by the employer.

**79.4** When overtime duty is performed after midnight a supper break of 30 minutes must be allowed and taken as time on duty. The employer must provide supper or reimburse the employee as per clause 83.1.

**80. Overtime**

This provision may be affected by [AM2014/300](#) – see [draft determination](#)

**80.1** Overtime will be classified as scheduled or unscheduled in accordance with clause 80.

**80.2** Scheduled overtime is overtime which an employee has agreed to work and for which the employer has agreed to pay (whether worked or not) at the start of an engagement.

**80.3** Scheduled overtime may be contracted as follows:

- (a) where a five-day week is worked scheduled overtime up to a maximum of two hours per day may be contracted for; or
- (b) where a six-day week is worked, scheduled overtime up to a maximum of two hours per day for each day between Monday and Friday inclusive and up to a maximum of 10 hours on Saturday may be contracted for.

**80.4** Subject to other penalties prescribed in this award, payment for all overtime will be made as follows:

- (a) Monday to Saturday—**150%** of the minimum hourly rate for the first two hours and **200%** of the minimum hourly rate after that;
- (b) Sunday—**200%** of the minimum hourly rate; and
- (c) any time worked on any day in excess of 12 hours—**300%** of the minimum hourly rate.

**80.5** Where overtime is worked on a day on which ordinary hours are not worked, payment will be made as for a minimum of four hours worked.

**80.6** Any employee recalled to work after leaving the employer’s premises will be paid for a minimum of three hours’ work at the appropriate overtime rate.

**81. Calculations of penalties and provision of rosters**

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

Zone	Time	Loading
Zone A	7.00 am to 8.00 pm Monday to Friday	Nil

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

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

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

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

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

Parties are asked whether clause 81.2 should refer to the minimum rates in clause 13 rather than the ‘gross agreed remuneration’ – see [\[2015\] FWCFB 4658](#) at [96].

## **82. Casual employment**

In addition to the provisions of clause 11 the following provisions apply to casual employees.

**82.1** Except when hired for one day only, a casual employee not required to work on a second or subsequent day will receive notice of cancellation prior to the finishing of ordinary hours of work on the day prior to the next agreed starting time. If this notice is not given the employee will be paid for a minimum of eight hours at the appropriate casual rate.

**82.2** Casual employees engaged at a location may be employed for a minimum of four hours at the appropriate hourly rate.

## **83. Allowances**

**83.1** Employers must pay to a motion picture production employee the allowances the employee is entitled to under this clause. See Schedule I for a summary of monetary allowances and method of adjustment.

## 83.2 Expense-related allowances

### (a) Meal allowance

- (i) Upon location if a satisfactory lunch cannot be obtained by the employee such meal will be provided by the employer or the employee will be paid an amount of **\$12.29**.
- (ii) Upon location dinner will be provided by the employer or the employee will be paid an amount of **\$18.86**.
- (iii) When required under clause 79.4, supper will be provided by the employer or the employee will be paid an amount of **\$12.29**.

### (b) Laundry allowance

When living away from home on location a laundry/dry cleaning allowing of **\$8.30** per day will be provided unless agreement is reached between the employer and the employee that the employer will arrange for the laundering of the employee's clothes instead of payment of that allowance.

### (c) Reimbursement for facilities

Employees will be reimbursed the reasonable cost of obtaining access to proper and sufficient washing and sanitary conveniences, and, except when working on location and living away from home, lockers for the safe storage of clothing and personal effects. This reimbursement will not be payable if the employer provides such facilities.

### (d) Accommodation allowance

Employees required to stay overnight from their place of residence will be provided with reasonable accommodation. Where this is impossible and an employee is otherwise accommodated, employees will be entitled to the following allowances:

- (i) where accommodation is provided at the standard of a private home, homestead, or hotel with share facilities or where unshared accommodation is not provided—**\$8.15** per day;
- (ii) where accommodation is provided at the standard of airconditioned caravans or airconditioned and seweried mining camps—**\$16.38** per day; or
- (iii) where accommodation is provided at the standard of shearer's quarters, rough mining camps, or by camping—**\$32.57** per day.

See Schedule I for a summary of monetary allowances.

## 84. Travel

**84.1** All travel required between the daily start and finish of work including all travel to and from location will be the responsibility of the employer, subject to the provisions of this clause.

- 84.2** All time spent travelling will be counted as time worked, subject to the provisions of the award.
- 84.3** Where an employee elects, with the written agreement of the employer, to provide their own transport to a location which is at a distance of more than 25 km from the capital city in which the employer's usual place of business is located, time spent in travel will be regarded as time worked and will be calculated as between a radius of 25 km from the GPO and the place of location, such distance to be measured on the basis of the shortest practicable route by road between the employer's usual place of business and the location, and the time taken will be calculated on the basis of two minutes for each kilometre of distance between the 25 km radius and the location. If the location is within the 25 km radius the location may be considered the place of call and the employee's time worked may be calculated from their call time at such location.

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## Schedule A—Television Broadcasting

### A.1 Classifications

#### A.1.1 Definitions

- (a) A **Major Production** for the purpose of determining the classifications of an employee is defined as a live or recorded program originated by the station of employment of the employee concerned at its studios or an outside broadcast location which is either:
- (i) telecast between the hours of 6.00 pm and 10.00 pm by that station and in which program production three or more television cameras are jointly used; the total time taken to rehearse on camera, record or transit exceeds five hours and in which production a combined number of 20 or more employees in classifications covered by this award are directly engaged in make-up, set designing, cameras, recording and technical operations usually associated with the television production; or
  - (ii) irrespective of the time of telecast by that station, transmitted live or recorded from an outside broadcast location, involving the joint use of five or more outside broadcast cameras under the direction of the Director Major Production concerned; and
  - (iii) a program transmitted by that originating station to an area where a normal signal can be expected to cover and be able to be satisfactorily received by 400,000 or more persons.
- (b) A **Technician** is an employee who during the normal course of duty performs one or more of the following functions under direction:
- (i) installing, setting up, operating or maintaining television equipment such as audio, video, telecine, lighting, recording, transmission or other apparatus associated with television.
  - (ii) For the purposes of this definition:
    - **operating** includes the preparation and close down procedures incidental to operating equipment including the starting up and closing down of remote controlled transmitters where carried out under the requirements of the Department of Communications but does not include the starting up or closing down of the main or stand-by or emergency transmitter; and
    - **under direction** means that an employee works under general instructions from an employee of higher status.
- (c) **Videotape**

The duties of a Videotape employee cover editing and operation of videotape equipment and refers to equipment other than videotape machines, which are used to record, edit and replay video and audio signals.

**(d) Electronic News Gathering (ENG) Camera**

The duties of an ENG Camera employee include the use of sound and silent cameras and professional sound recording equipment, including separate sound sections, and portable electronic cameras for Electronic News Gathering, as required in the shooting of TV program production, the shooting of TV news without supervision or direction; liaison with producers and/or directors on TV program production in setting up or lighting, camera lenses, and special TV program productions; maintaining control over sound recording in accordance with professional practice, and maintaining control over stock usage.

**A.1.2 Technicians**

**(a) Supervising Technician A+**

**Skills, duties, competencies and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) The highest classification for Supervising Technician in studio technical operations, maintenance, transmission or outside broadcasting in a metropolitan television station.
- (iii) Assists in the assessment, recruitment and selection of staff.
- (iv) Assists in managing the performance of other employees.
- (v) Supervises other supervisors (or a section or department) in the sense of work functions/organisation.
- (vi) Plans and directs the work of technical employees.
- (vii) Co-ordinates general and specialist employees on projects requiring complex and specialised knowledge.

**(b) Supervising Technician A**

**Skills, duties, competencies and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Plans and directs the work of lower classifications.
- (iii) Responsible to a manager and/or the chief engineer for the overall supervision of a non-metropolitan television station.

**(c) Supervising Technician B**

**Skills, duties, competencies and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) The highest classification for Supervising Technicians in a section of studio technical operation such as videotape, and installation.
- (iii) Assists in the assessment, recruitment and selection of staff.
- (iv) Assists in managing the performance of other employees.

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- (v) Supervises a section or a department in the sense of work functions/organisation and rostering.
- (vi) Plans and estimates staffing and material costs for their section.
- (vii) Responsible to a Manager and/or Chief Engineer and/or Supervising Technician A for the overall supervision of technical operations of a non-metropolitan television station.

**(d) Senior Technician A**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) A high level of diagnostic skill on complex forms of television equipment and instruments.
- (iii) Capable of sophisticated maintenance on all types of television equipment.
- (iv) Applies overall knowledge and understanding of the operating principles of television equipment to the level of developing and designing systems.
- (v) Produces reports of a technical nature independently on tasks or assignments when directed.
- (vi) Provides high level technical guidance or advice.
- (vii) Meets budgeting/scheduling requirements.
- (viii) Co-ordinates concepts with a superior.

**(e) Senior Technician B**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Can and does prepare reports of a technical nature on tasks or assignments as directed.
- (iii) Exercises discretion and judgment for self and others with respect to planning and selection of work organisation.
- (iv) Could be appointed, and works as, a specialist technical/maintenance person.
- (v) Performs complex modifications to television equipment.
- (vi) Quality control at a high level and uses advanced computer techniques.
- (vii) Trains lower levels, but in conjunction with higher level supervisors.
- (viii) Subject to general guidance on progress and action—a minimum level of supervision.
- (ix) Supervises others, but more a team leader and facilitator.

- (x) Works within routine, and non-routine, methods.
- (xi) Represents technical departments in liaison with other non-technical areas.

**(f) Technician A+**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) A thorough understanding of complex television equipment and specialised circuitry.
- (iii) Assists in the preparation of reports of a technical nature on tasks or assignments as directed.
- (iv) Responsible for the allocation of staff for the job at hand to accommodate a predetermined schedule.

**(g) Technician A**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) In-depth knowledge of the maintenance of television equipment and intricate circuitry.
- (iii) Sets up, operates and maintains all types of television equipment.
- (iv) Is under broad guidance on own work and provides guidance.
- (v) Checks the work of others relating to its overall progress.
- (vi) Provides higher level technical guidance and advice.
- (vii) Co-ordinates concepts with a superior.

**(h) Technician B+**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) A working knowledge of television equipment and a broad range of skills.
- (iii) Sets up, installs, operates and/or maintains complex television equipment.
- (iv) Possesses and exercises more advanced computer skills on software applications and diagnostics.
- (v) Exercises discretion and judgment on equipment selection for the job at hand.
- (vi) Works within routines but exercises initiative and judgment.

(vii) Provides trade level guidance with limited supervision of lower classifications.

(viii) Monitors and assists the work of others.

**(i) Technician B**

**Skills, competencies, duties and responsibilities held and exercised**

(i) Performs the duties of the lower classification.

(ii) Works from semi-complex instructions.

(iii) Works in a team environment.

(iv) Capable of using precision measuring instruments (e.g. assess readings from instrumentation).

(v) Basic fault finding, sets up, installs and/or operates television equipment.

(vi) Intermediate computer skills on software applications and diagnostics.

(vii) Gives instruction but in conjunction with appropriate higher level.

(viii) Performs a range of maintenance functions.

(ix) Works under routine guidance and is subject to intermittent checking.

(x) This is a minimum trade level entry position.

**(j) Assistant/Trainee Technician**

**Skills, competencies, duties and responsibilities held and exercised**

(i) Less than 12 months' continuous service.

(ii) A learning and doing position.

(iii) Exercises minimal judgment.

(iv) Subject to close supervision with supervisor in immediate proximity.

(v) In the course of training.

(vi) Accurately measures.

(vii) Basic computer skills on software applications and diagnostics.

(viii) Performs duties of a minor nature.

(ix) Responsible for the quality of their own work, but under supervision.

(x) Uses discretion within level of skills.

**Promotion/Progression to Technician B**

Upon successful completion of training, after 12 months' continuous service at the Assistant Trainee Technician classification the employee is to be progressed to Technician B.

### **A.1.3 Audio**

#### **(a) Supervisor Audio**

##### **Skills, duties, competencies and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) This is a working supervisor/leading hand.
- (iii) Responsible to an employee of the Production/Operations or Station management staff.
- (iv) Responsible for the overall supervision of audio operations.
- (v) Assists in selection and assessment procedures.
- (vi) May assess the performance of other employees but does not have the ultimate say in promotion.
- (vii) Judgment for self and others in planning and selection of equipment, work organisation, services, actions and outcomes within time constraints.
- (viii) Working under broad guidance within a structured plan.
- (ix) Responsibility for, but not full accountability for, audio personnel at a lower level.
- (x) Participates in the preparation of, but not responsible for, the final budget.
- (xi) Plans and estimates staffing and material costs, but not to the level of the overall planning and budgeting of the department.
- (xii) Responsible for the allocation of staff within this occupational group to accommodate a predetermined production schedule.

#### **(b) Senior Audio Director A**

##### **Skills, duties, competencies and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Has an overall and in-depth knowledge and understanding of the television operating systems.
- (iii) Provides high level guidance or advice on audio operations.
- (iv) An overall knowledge and understanding of operating systems.
- (v) Prepares reports on/about specific tasks.
- (vi) A high level of diagnostic skills on complex forms of audio equipment and instruments.
- (vii) Works on Major Production as defined.

**(c) Senior Audio Director B**

**Skills, duties, competencies and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Performs varied and highly specific tasks.
- (iii) Complexity in range of choice and actions.
- (iv) Audio directs any style of television production (studio and outside broadcast), regardless of number of sources or complexity of the program.
- (v) In-depth knowledge of audio operations in all areas including communications.
- (vi) Assists in training.
- (vii) Initiative and judgment for self and others.

**(d) Audio Operator A/Audio Director**

**Skills, duties, competencies and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Thorough knowledge of studio procedures, terminology and audio hardware.
- (iii) In addition works on complex communication equipment.
- (iv) As an Audio Director, in the course of performing duties could be responsible for the supervision and training of lower classifications.
- (v) Responsible for the allocation of staff for the job at hand to accommodate a predetermined production schedule.

**(e) Audio Operator A**

**Skills, duties, competencies and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Works on all types of productions.
- (iii) Works within routines but exercises initiative and judgment.
- (iv) In-depth knowledge of studio procedures, terminology and audio hardware.
- (v) May work as an Audio Director, works from basic instructions which do not require complex audio operations.
- (vi) May work as an Audio Director on non Major Production involving multiple audio sources.

- (vii) Works on minor sport or productions, lower level sport and outside broadcasts than an Audio Director.

**(f) Audio Operator B+**

**Skills, duties, competencies and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) An in-depth knowledge of equipment and a broad range of skills.
- (iii) Sets up, installs, maintains complex audio equipment.
- (iv) Proficient in operating audio functions including mic, public address, foldback, booth.
- (v) Performs a range of audio maintenance functions.
- (vi) Exercises discretion and judgment on equipment selection for the job at hand.
- (vii) Advanced computer skills on software application and diagnostics.
- (viii) Works within routines, but exercises initiative and judgment.
- (ix) Provides trade level guidance with limited supervision of lower classifications.
- (x) Works under routine guidance and is subject to intermittent checking.
- (xi) Monitors and assists the work of others.

**(g) Audio Operator B**

**Skills, duties, competencies and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Intermediate computer skills on software applications and diagnostics.
- (iii) Exercises minimal judgment.
- (iv) Can give instruction but in conjunction with appropriate higher level.
- (v) Uses precision measuring instruments (e.g. assess readings from instrumentation).
- (vi) Sets up and operates basic public address and sound reproduction systems.
- (vii) Works from semi-complex instructions.
- (viii) Works in a team environment.
- (ix) Works within a fixed format operations (e.g. news and hostings).
- (x) Sets up and rigs floor and control room based equipment.
- (xi) Basic fault finding, maintains, sets up and operates equipment.



- (xii) Responsible for own work under general supervision.
- (xiii) Routine and structured operational maintenance work.

**(h) Trainee Audio Operator**

**Skills, duties, competencies and responsibilities held and exercised**

- (i) Less than 12 months' continuous service.
- (ii) A learning and doing position.
- (iii) Exercises minimal judgment.
- (iv) Subject to close supervision with supervisor in immediate proximity.
- (v) In the course of training.
- (vi) Accurately measures.
- (vii) Basic computer skills on software application and diagnostics.
- (viii) Performs duties of a minor nature.
- (ix) Responsible for the quality of their own work, but under supervision.
- (x) Uses discretion within level of skills.

**Promotion/Progression to Audio Operator B**

Upon successful completion of training, after 12 months' continuous service at the Trainee Audio Operator classification the employee is to be progressed to Audio Operator B.

**A.1.4 Lighting**

**(a) Supervisor Lighting**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) This is a working supervisor/leading hand.
- (iii) Responsible to an employee of the Production/Operations or Station management staff.
- (iv) Responsible for the overall supervision of lighting operations.
- (v) Assists in the selection and assessment procedures.
- (vi) May assess the performance of other employees but does not have the ultimate say in promotion.
- (vii) Judgment for self and others in planning and selection of equipment, work organisation, services, actions and outcomes within time constraints.
- (viii) Working under broad guidance within a structured plan.

- (ix) Responsibility for, but not full accountability for, lighting personnel at a lower level.
- (x) Participates in the preparation of, but not responsible for, the final budget.
- (xi) Plans and estimates staffing and material costs, but not to the level of the overall planning and budgeting of the department.
- (xii) Responsible for the allocation of staff within this occupational group to accommodate a predetermined production schedule.

**(b) Senior Lighting Director A**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Has an overall knowledge and understanding of the operating principles of television.
- (iii) Works on Major Production requiring complex operations in a senior role.
- (iv) Provides technical competence and guidance or advice.
- (v) An overall knowledge and understanding of television operating systems.
- (vi) Prepares reports on/about specific tasks.
- (vii) A high level of diagnostic skills on complex forms of lighting equipment and instruments.

**(c) Senior Lighting Director B**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Works on productions requiring complex operations in a senior role.
- (iii) Performs varied and highly specific tasks.
- (iv) Complexity in range of choice and actions.
- (v) Lighting directs any style of television production (studio and outside broadcast), regardless of location, size or complexity of the program.
- (vi) In-depth knowledge of lighting operation in all areas.
- (vii) Assists in training.
- (viii) Initiative and judgment for self and others.

**(d) Lighting Operator A/Lighting Director**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.

- (ii) Thorough knowledge of studio procedures, terminology and lighting hardware.
- (iii) As a Lighting Director, in the course of performing duties could be responsible of the supervision and training of lower classifications.
- (iv) Responsible for the allocation of staff for the job at hand to accommodate a predetermined production schedule.

**(e) Lighting Operator A**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Works on all types of productions.
- (iii) Works within routines but exercises initiative and judgment.
- (iv) In-depth knowledge of studio procedures, terminology and lighting hardware.
- (v) Proficient in operating general lighting functions.
- (vi) May work as a Lighting Director, works from basic instructions, which do not require complex lighting operations.
- (vii) May work as a Lighting Director on non Major Production.
- (viii) Works on minor sport or productions, lower level sport and outside broadcasts than a Lighting Director.

**(f) Lighting Operator B+**

**Skills, duties, competencies and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Advanced computer skills on software applications and diagnostics.
- (iii) An in-depth knowledge of equipment and a broad range of skills.
- (iv) Set-up and selection of complex lighting equipment.
- (v) Proficient in operating lighting control equipment.
- (vi) Exercises discretion and judgment on equipment selection for the job at hand.
- (vii) Works within routines, but exercises initiative and judgment.
- (viii) Provides trade level guidance with limited supervision of the lower classifications.
- (ix) Works under routine guidance and is subject to intermittent checking.
- (x) Monitors and assists the work of others.

**(g) Lighting Operator B**

**Skills, duties, competencies and responsibilities held and exercised**

- (i) Performs the duties of the lower classification.
- (ii) Exercises minimal judgment.
- (iii) Can give instruction but in conjunction with appropriate higher level.
- (iv) Set up and operation of lighting equipment at a non-technical level.
- (v) Works from semi-complex instruction.
- (vi) Works in a team environment.
- (vii) Works within fixed format lighting operations (e.g. news and hostings).
- (viii) Responsible for own work under general supervision.
- (ix) Routine and structured operational maintenance work.
- (x) Basic fault finding, maintains, sets up and operates equipment.
- (xi) Intermediate computer skills on software applications and diagnostics.

**(h) Trainee Lighting Operator**

**Skills, duties, competencies and responsibilities held and exercised**

- (i) Less than 12 months' continuous service.
- (ii) A learning and doing position.
- (iii) Exercises minimal judgment.
- (iv) Subject to close supervision with supervisor in immediate proximity.
- (v) In the course of training.
- (vi) Accurately measures.
- (vii) Basic computer skills on software applications and diagnostics.
- (viii) Performs duties of a minor nature.
- (ix) Responsible for the quality of their own work, but under supervision.
- (x) Uses discretion within level of skills.

**Promotion/Progression for Lighting Operator B**

Upon successful completion of training, after 12 months' continuous service at the Trainee Lighting Operator classification the employee is to be progressed to Lighting Operator B.

**A.1.5 Master Control (MC)**

**(a) MC Supervisor**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Has an overall knowledge and understanding of the operating principles of a television station.
- (iii) A high level of diagnostic skills on complex forms of television equipment and instruments.
- (iv) A working supervisor with the emphasis on responsibility for others.
- (v) A section supervisor but not a head of a department.
- (vi) Responsible to the Department Manager.
- (vii) Responsible for the allocation of staff and resources within this occupational group to accommodate a predetermined schedule.
- (viii) Responsible for training.
- (ix) Provides high level technical and operational guidance or advice.
- (x) Capable of meeting budgeting requirements.

**(b) Senior MC Operator A**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of lower classifications.
- (ii) An overall knowledge and understanding of the operating principles of television equipment and intricate circuitry.
- (iii) A high level of diagnostic skills on complex television equipment and instruments.
- (iv) Independently produces reports of a technical nature on tasks or assignments when directed.

**(c) Senior MC Operator B**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Prepares reports of a technical nature on tasks or assignments as directed.
- (iii) Exercises discretion and judgment for self and others with respect to planning and selection of work organisation.
- (iv) Works on complex interconnected television equipment with intricate circuitry.

- (v) Performs complex modifications to television and communications equipment.
- (vi) Exercises and performs quality control at a high level and uses advanced computer techniques.
- (vii) Trains lower levels, but in conjunction with higher level supervisors.
- (viii) Subject to general guidance on progress and action, a minimum level of supervision.
- (ix) Includes the supervision of others but more a team leader and facilitator.
- (x) Works within routine and non-routine methods.

**(d) MC Operator A+**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) A thorough understanding of complex television and communications equipment and specialised circuitry.
- (iii) Assists in the preparation of reports of a technical nature on tasks or assignments as directed.
- (iv) Responsible for the allocation of staff and resources for the job at hand.

**(e) MC Operator A**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) An in-depth knowledge of the maintenance of television equipment and intricate circuitry.
- (iii) Sets up and operates all types of television and communications equipment.
- (iv) Works on intricate circuitry involving examining, diagnosing, fault finding, processing and modifying interconnected equipment.
- (v) Under broad guidance on own work and provides trade level guidance.
- (vi) Checks the work of others relating to its overall progress.

**(f) MC Operator B+**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of lower classifications.
- (ii) An in-depth knowledge of television equipment and a broad range of skills.

- (iii) Sets up and operates a wide range of television and communications equipment.
- (iv) Works within routines but exercises initiative and judgment.
- (v) Provides trade level guidance with limited supervision of lower classifications.
- (vi) Performs a range of maintenance functions.
- (vii) Monitors and assists the work of others.

**(g) MC Operator B**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Works from semi-complex instructions.
- (iii) Uses precision measuring instruments (e.g. assess readings from instrumentation).
- (iv) Capable of basic fault finding.
- (v) Sets up and operates equipment.
- (vi) In-depth knowledge and a broad range of skills.
- (vii) Intermediate computer skills.
- (viii) Works under routine guidance and is subject to intermittent checking.
- (ix) Exercises initiative, discretion and judgment on equipment selection and operation for the job at hand.
- (x) Can give instruction but in conjunction with appropriate higher level classifications.

**(h) Trainee MC Operator/Assistant MC Operator**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Less than 12 months' continuous service.
- (ii) A learning and doing position.
- (iii) Exercises minimal judgment.
- (iv) Subject to close supervision with supervisor in immediate proximity.
- (v) In the course of training.
- (vi) Accurately measures.
- (vii) Basic computer skills.
- (viii) Performs duties of a minor nature.

- (ix) Responsible for the quality of their own work, but under supervision.
- (x) Uses discretion within level of skills.

**Promotion/Progression to MC Operator B**

Upon successful completion of training, after 12 months' continuous service at the Trainee MC Operator/Assistant MC Operator classification, the employee is to be progressed to MC Operator B.

**A.1.6 Vision Switcher**

**(a) Vision Switcher Major Production**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Can switch any style of television production regardless of the number of sources or complexity of the program.
- (iii) A comprehensive range of skills.
- (iv) Works on Major Production as defined.
- (v) If other lower level vision switchers are employed, could be responsible for the allocation of those staff within this occupational group to accommodate a predetermined production schedule.

**(b) Vision Switcher**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Works within routines and under direction, but exercises initiative and judgment.
- (iii) In-depth knowledge and a broad range of tasks and roles.
- (iv) Switches video signals and operates associated video effects equipment during a recording, rehearsal or live transmission of a program, under the direction of a director or co-ordinator.
- (v) Responsible to the director or co-ordinator of the specific production they are working on.
- (vi) Provides guidance, assistance and training.
- (vii) Possesses and exercises advanced computer skills.
- (viii) Exercises discretion and judgment when vision switching under the direction of a director or co-ordinator.



**(c) Trainee Vision Switcher**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Less than 12 months' continuous service.
- (ii) A learning and doing position.
- (iii) Exercises minimal judgment.
- (iv) Subject to close supervision with supervisor in immediate proximity.
- (v) In the course of training.
- (vi) Accurately measures.
- (vii) Basic computer skills.
- (viii) Performs duties of a minor nature.
- (ix) Responsible for the quality of their own work, but under supervision.
- (x) Uses discretion within level of skills.

**A.1.7 On-air presentation**

**(a) Supervising Presentation Co-ordinator**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of lower classifications.
- (ii) In-depth knowledge of On-air Presentation and other areas of a television station.
- (iii) Has an overall knowledge and understanding of the operating principles of a television station.
- (iv) A working supervisor with the emphasis on responsibility.
- (v) Responsible to an employee of the Presentation, Program, Operations or Station management staff.
- (vi) Responsible for the supervision control and training of Assistant Co-ordinators and Co-ordinators, where at least five full-time Co-ordinators are employed (including this position).
- (vii) Has input into planning and estimating staffing and material costs.
- (viii) Assists in the recruitment, selection and assessment procedures.
- (ix) May assess the performance of other employees but does not have the ultimate say in promotion.
- (x) Responsible for the allocation of staff and resources within this occupational group to accommodate a predetermined schedule.

**(b) Presentation Co-ordinator**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of lower classifications.
- (ii) When co-ordinating, during the course of transmission, co-ordinates activities of a number of areas including studio, videotapes, other stations with regard to transmissions.
- (iii) In-depth knowledge of the operating principles of a television station and possess a broad range of skills.
- (iv) Responsible for the continuity, timing and switching of program transmissions.
- (v) Responsible to a more senior person by whatever designation, similar to Station Manager/Program Manager/Presentation Manager/Operations Manager.
- (vi) Assists in training.
- (vii) Judgment for self and others in planning, work organisation, services, actions and outcomes within time constraints.
- (viii) Possess advanced computer skills.

**(c) Assistant Presentation Co-ordinator**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of lower classifications.
- (ii) Works from semi-complex instructions.
- (iii) Works in a team environment.
- (iv) Capable of basic fault finding.
- (v) Sets up and operates videotape machines in record and replay modes.
- (vi) Typical, fixed format operations.
- (vii) Assists Presentation Co-ordinator with execution of on-air logs.
- (viii) Works under routine guidance and subject to intermittent checking and close supervision from a Presentation Co-ordinator in the immediate proximity.
- (ix) Works within set procedures.
- (x) Set up, turn on and make it work.
- (xi) Responsible for log input.
- (xii) Previews programs.
- (xiii) Responsible for timing.

(xiv) Works at operating, not technical, level.

(xv) Possesses intermediate computer skills.

**(d) Trainee Presentation Co-ordinator**

**Skills, competencies, duties and responsibilities held and exercised**

(i) Less than 12 months' continuous service.

(ii) A learning and doing position.

(iii) Exercises minimal judgment.

(iv) Subject to close supervision.

(v) In the course of training.

(vi) Basic computer skills.

(vii) Performs duties of a minor nature.

(viii) Responsible for the quality of their own work, but under supervision.

(ix) Uses discretion within level of skills.

**Promotion/Progression to Assistant Presentation Co-ordinator**

Upon successful completion of training, after 12 months' continuous service at the Trainee Presentation Co-ordinator classification, the employee is to be progressed to Assistant Presentation Coordinator.

**A.1.8 Videotape**

**(a) Videotape Supervisor/Post-Production Senior Editor**

**Skills, competencies, duties and responsibilities held and exercised**

**(i) Videotape Supervisor**

- Performs the duties of the lower classifications.
- Responsible to an employee of the production/operations or station management staff.
- Complete knowledge of television production.
- Responsible for the allocation of staff within this occupational group to accommodate a predetermined production schedule.
- Responsible for the overall supervision of videotape operations.
- Assesses the performance of other employees.
- Participates in the preparation of, but not responsible for, the final budget.

**(ii) Post-Production Senior Editor**

- Performs the duties of the lower classifications.
- Responsible to an employee of the production/operations or station management staff.
- Operates all types of television post-production editing equipment at a specialist level.
- Complete knowledge of television production and post-production.
- Supervises the work of the lower classifications.

**(b) Post-Production Editor A**

**Skills, competencies, duties and responsibilities held and exercised**

- (i)** Performs the duties of the lower classifications.
- (ii)** Post-produces any style of television production (including Major Production), regardless of the number of sources or the complexity of the program.
- (iii)** In-depth knowledge of post-production editing operations.
- (iv)** An overall knowledge and understanding of the operating systems involved.
- (v)** Operates all types of television post-production and editing equipment at the highest level.
- (vi)** Exercises discretion and judgment for self and others.
- (vii)** Assists in training.
- (viii)** Judgment for self and others in planning and selection of equipment, work organisation and services.

**(c) Senior Production Videotape Operator/Post-Production Editor B**

**Skills, competencies, duties and responsibilities held and exercised**

- (i)** Performs the duties of the lower classifications.
- (ii)** Can and does prepare reports on specific tasks or assignments.
- (iii)** Operationally skilled in all formats and methods of editing.
- (iv)** Works on productions requiring complex operations at a senior role.
- (v)** Uses complex computer based editing equipment which controls vision and audio switching functions, vision and audio effects generators and multiple vision and audio sources.
- (vi)** Undertakes complex, varied and highly specific tasks.

- (vii) Performs quality control at a high level and uses advanced computer techniques.
- (viii) Trains lower levels in conjunction with higher level supervisors.
- (ix) Responsible for planning work of others (e.g. rosters and assigns workloads).
- (x) Shift leader.

**(d) Editor A**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Has a thorough understanding of complex videotape and specialised record/replay equipment.
- (iii) Compiles program material which requires the operation of an external edit controller controlling three or more sources.
- (iv) Responsible for the allocation of staff for the job at hand to accommodate a predetermined schedule.

**(e) Production Videotape Operator A/Editor B**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of lower classifications.
- (ii) An in-depth knowledge of production procedures, terminology, hardware and videotape operations.
- (iii) Has a broad range of skills.
- (iv) Sets up and operates all types of record/replay equipment.
- (v) Performs simple machine-to-machine editing using two to three machines but not required to exercise elaborate computer control.
- (vi) Some responsibility for the work of others (i.e. Videotape Operators/Editors) but in conjunction with higher level supervisors.
- (vii) Checks the work of others relating to its overall progress.
- (viii) Provides limited operational guidance and advice.
- (ix) Exercises discretion and judgment of work, organisation and services.

**(f) Production Videotape Operator B**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of lower classifications.
- (ii) An in-depth knowledge of television equipment and a broad range of skills.

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- (iii) Sets up and operates a wide range of record/replay equipment.
- (iv) Works on all types of productions.
- (v) Works within routines but exercises initiative and judgment.
- (vi) Work involves recording, replaying, duplicating and simple compilation/butt editing.
- (vii) Provides trade guidance with limited supervision of lower classifications.
- (viii) Could be a senior on-air operator.
- (ix) Advanced computer skills on software applications and diagnostics.

**(g) Videotape Operator**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Works in a team environment.
- (iii) Uses precision measuring instruments (e.g. assess readings from instrumentation).
- (iv) Uses operational procedures to rectify simple faults.
- (v) Sets up and operates various equipment to record and replay.
- (vi) Performs a range of sequencing, set up, monitoring and operational functions.
- (vii) Intermediate computer skills on software applications and diagnostics.
- (viii) Usually employed as an on-air or record/replay tape operator.
- (ix) Works under routine guidance and is subject to intermittent checking.
- (x) Exercises initiative, discretion and judgment on equipment selection and operation of equipment for the job at hand.

**(h) Trainee Videotape Operator**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Less than 12 months' continuous service.
- (ii) A learning and doing position.
- (iii) Exercises minimal judgment.
- (iv) Subject to close supervision with supervisor in immediate proximity.
- (v) In the course of training.
- (vi) Accurately measures.
- (vii) Basic computer skills on software applications and diagnostics.

- (viii) Performs duties of a minor nature.
- (ix) Responsible for the quality of their own work, but under supervision.
- (x) Uses discretion within level of skills.

**Promotion/Progression to Videotape Operator**

Upon successful completion of training, after 12 months' continuous service at the Trainee Videotape Operator classification, the employee is to be progressed to Videotape Operator.

**A.1.9 Library**

**(a) Music/Video Library Supervisor**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Responsible for the operation and establishment of the full library function.
- (iii) Working supervisor, if employees engaged at a lower level.

**(b) Music/Video Librarian**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Works within routines, but exercises initiative and judgment.
- (iii) In-depth knowledge of a limited/selected number of cataloguing systems.
- (iv) Works from instructions involving scheduling requirements.
- (v) High level computer skills and data inputting while using pre-formatted library systems.
- (vi) Works to a predetermined production/on-air schedule so as to source programs for on-air.
- (vii) Not required nor qualified to perform the full range of functions of a librarian working in a general library.
- (viii) Works alone or within a team environment, under general supervision, but always following and utilising predetermined systems.
- (ix) Catalogues and operates the video/music library.
- (x) Prepares and lodges all music usage reports required by the copyright associations.
- (xi) Provides guidance if others are employed at a lower level.

**(c) Trainee Music/Video Librarian**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Less than 12 months' continuous service.
- (ii) A learning and doing position.
- (iii) Exercises minimal judgment.
- (iv) Subject to close supervision with supervisor in immediate proximity.
- (v) In the course of training.
- (vi) Basic computer skills.
- (vii) Performs duties of a minor nature.
- (viii) Responsible for the quality of their own work, but under supervision.
- (ix) Uses discretion within level of skills.

**Promotion/Progression to Music/Video Librarian**

Upon successful completion of training, after 12 months' continuous service at the Trainee Music/Video Librarian classification, the employee is to be progressed to Music/Video Librarian.

**A.1.10 Camera**

**(a) Supervisor Camera**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) This is a working supervisor.
- (iii) Responsible to an employee of the Production/Operations or Station management staff where there are more than five camera operators employed.
- (iv) Responsible for the overall supervision of camera related operations. Assists in selection and assessment procedures.
- (v) May assess the performance of other employees but does not have the ultimate say in promotion.
- (vi) Judgment for self and others in planning and selection of equipment, work organisation, services, actions and outcomes within time constraints.
- (vii) Responsibility, but not full accountability, for camera personnel at a lower level.
- (viii) Participates in the preparation of, but not responsible for, the final budget.



**Exposure draft – Broadcasting and Recorded Entertainment Award 2016**

- (ix) Plans and estimates staffing and material costs, but not to the level of the overall planning and budgeting of the department.
- (x) Responsible for the allocation of staff within this occupational group to accommodate a predetermined production schedule.

**(b) Senior Camera Operator A**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Assists in on-the-job training.
- (iii) Works on all types of productions at the highest level.
- (iv) Co-ordinates concepts with a supervisor.
- (v) An overall knowledge and understanding of the operating principles of television.
- (vi) Specific yet somewhat varied planning of own work.
- (vii) Prepares reports on/about specific tasks.

**(c) Senior Camera Operator B**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Responsible for the supervision and training of other camera operators where there are less than five camera operators employed.
- (iii) Works on all types of productions including Major Production requiring complex operations in a senior role.
- (iv) Exercises discretion, independent initiative and judgment for self and others.
- (v) In-depth knowledge of camera operations.
- (vi) Operates all types of camera equipment including but not restricted to jib arms, Steadicam and camera dollies.

**(d) Camera Operator A**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Works within routines but exercises initiative and judgment.
- (iii) In-depth knowledge of studio procedures, terminology and camera hardware.
- (iv) Proficient in operating camera functions including camera movements and shooting patterns.

- (v) Works from basic instructions which do not require complex camera operations.
- (vi) Limited guidance (limited direction) but specific directions given.
- (vii) Performs on non Major Productions involving more than one camera operator, where there is a requirement for more complex shooting patterns/movements.
- (viii) Minor studio-based sport and productions, and lower complexity level sport and outside broadcasts.
- (ix) Works on all types of productions including Major Production on a camera that requires less skill than a higher level (i.e. less responsibility, tasks less difficult in nature and complexity).

**(e) Camera Operator B**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Limited skill and judgment.
- (iii) Works within set procedures.
- (iv) Routine, pre-structured maintenance work.
- (v) Instructed to shoot within a fixed environment.
- (vi) Minimal experience.
- (vii) The role incorporates rigging, operation and striking of camera related operating equipment (e.g. assemble, disassemble, and works at operating level).
- (viii) Responsible for own work under constant supervision and one visual aspect of an overall production (i.e. a camera shot).
- (ix) Works under routine guidance and subject to constant direction and direct supervision.
- (x) Works on formatted shooting pattern programs/productions under constant direction of a Director.
- (xi) Minimal camera movements.
- (xii) Limited shooting patterns.
- (xiii) Fixed format non Major Productions (e.g. news and current affairs, presentation/hostings/wide shot and zooming).

**(f) Trainee Camera Operator**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Less than 12 months' continuous service.

- (ii) A learning and doing position.
- (iii) Exercises minimal judgment.
- (iv) Subject to close supervision with supervisor in immediate proximity.
- (v) In the course of training.
- (vi) Basic computer skills.
- (vii) Performs duties of a minor nature.
- (viii) Responsible for the quality of their own work, but under supervision.
- (ix) Uses discretion within level of skills.

**Promotion/Progression Camera Operator B**

Upon successful completion of training, after 12 months' continuous service at the Trainee Camera Operator classification, the employee is to be progressed to Camera Operator B.

**A.1.11 ENG Camera**

**(a) Supervising ENG Camera Operator**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Working section supervisor/leading hand on production for a metropolitan television station.
- (iii) Assesses new technology and the regular maintenance of equipment.
- (iv) Assists in planning of budget requirements for operation of section.
- (v) The supervision and training of ENG camera operators where at least five graded operators are employed within the department.
- (vi) Assesses the performance of other operators but does not have ultimate say in promotion.
- (vii) Full responsibility and accountability for all aspects of the work of others within the section.
- (viii) Allocates camera operators of all lower levels to accommodate a predetermined production schedule.

**(b) Specialist ENG Camera Operator**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Specialist camera operator for special tasks (e.g. helicopter or overseas work).

- (iii) Works on Major Production requiring complex operations or in demanding, unusual and non-routine situations that require a senior operator.
- (iv) Works on production for a metropolitan television station or works as a supervisor where at least five graded operators are employed on production for non-metropolitan television station.
- (v) Thorough knowledge of all aspects of ENG camera work.
- (vi) Thorough knowledge of specialist equipment (e.g. lenses, mounts, shooting styles).
- (vii) Adoption of skills for either broad or specialised applications.
- (viii) The highest level of complex judgment for the job at hand.
- (ix) While operating under instructions from Supervisor or Department Head must be able to exercise discretion for job at hand.
- (x) Competencies usually used independently and are substantially non-routine.

**(c) Senior ENG Camera Operator**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Proficient operator in all facets of ENG camera work where the output of an employee's work is broadcast in a national or state-wide program.
- (iii) Works on production for a metropolitan television station.
- (iv) Exercises initiative and judgment.
- (v) Broad range of skills and knowledge of equipment and operating systems.

**(d) ENG Camera Operator A**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Judgment for self and others in actions, planning and meeting the time constraints of daily deadlines.
- (iii) Tasks varied and specific.
- (iv) Responsible for the basic care of camera and associated equipment for the news department.
- (v) Where two or more ENG Camera Operators are employed then one must be classified as ENG Camera Operator A or higher.

'Job at hand' inserted as per [parties draft award](#) – 9 March 2009.

(vi) Judgment in planning and selecting appropriate equipment for job at hand.

**(e) ENG Camera Operator B**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Judgment for self in actions, planning and meeting the time constraints of daily deadlines.
- (iii) Tasks can be either varied or specific.
- (iv) Works within a team environment.
- (v) Exercises discretion and judgment for the job at hand.
- (vi) Where two or more ENG Camera Operators are employed then one must be classified as ENG Camera Operator A or higher.
- (vii) Responsible for the quality and standard of their own work.

**(f) Senior ENG Camera Assistant**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Sets up and operates complex audio and lighting equipment as required.
- (iii) Operates an ENG camera under the general guidance of an ENG Camera Operator.
- (iv) Assists in training of lower classifications.

**(g) ENG Camera Assistant**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Works within routines but exercises initiative and judgment.
- (iii) Works under broad guidelines and instructions from a more senior person.
- (iv) Responsible for the outcome of their work with respect to the job at hand.
- (v) Works within set procedures but exercises discretion for the job at hand.
- (vi) Increased range of skills and abilities.
- (vii) Sets up and operates audio and lights as required.

**(h) Trainee ENG Camera**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs duties of a minor nature.
- (ii) Less than 12 months' continuous service.
- (iii) A learning and doing position.
- (iv) Exercises minimal judgment.
- (v) Subject to close supervision with supervisor in immediate proximity.
- (vi) In the course of training.
- (vii) Basic computer skills.
- (viii) Responsible for the quality of their own work, but under supervision.
- (ix) Uses discretion within level of skills.

**Promotion/Progression ENG Camera Assistant**

Upon successful completion of training, after 12 months' continuous service at the Trainee Camera Operator classification, the employee is to be progressed to ENG Camera Assistant.

**A.1.12 Graphic Art**

**(a) Supervising Graphic Artist**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) This is a working supervisor/leading hand.
- (iii) Responsible to an employee of the production/operations or station management staff.
- (iv) Responsible for the overall supervision of graphic art related operations.
- (v) Assists in selection and assessment procedures.
- (vi) May assess the performance of other employees but does not have the ultimate say in promotion.
- (vii) Judgment for self and others in planning and selection of equipment, work organisation, services, actions and outcomes within time constraints.
- (viii) Working under broad guidance within a structured plan.
- (ix) Responsibility, but not full accountability, for Graphic Art personnel at a lower level.
- (x) Participates in the preparation of, but not responsible for, the final budget.

- (xi) Plans and estimates staffing and material costs, but not to the level of the overall planning and budgeting of the department.
- (xii) Responsible for the allocation of staff within this occupational group to accommodate a predetermined production schedule.
- (xiii) Supervision, control and training of the Graphic Arts section in which at least five full-time Graphic Artists are employed.

**(b) Senior/Specialist Graphic Artist**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Performs varied and highly specific tasks.
- (iii) Prepares reports of a technical nature on specific tasks or assignments as directed.
- (iv) Works on complex digital and/or analogue systems.
- (v) In-depth knowledge of graphics operations.
- (vi) Exercises a broad range of skills.
- (vii) Performs quality control at a high level and uses advanced computer techniques.
- (viii) Complexity in range of choice and actions.
- (ix) Work involves the production of single frame, composite, animated and multi-dimensional graphics.
- (x) Works on all types of productions including Major Production requiring complex graphics operation in a senior role.
- (xi) Exercises discretion and judgment for self and others.
- (xii) Assists in training.

**(c) Graphic Artist**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Proficient in operating all types of framed-based graphic equipment.
- (iii) Knowledge of production procedures, terminology and graphics hardware and software.
- (iv) Works on all types of productions.
- (v) Work involves the production of single frame graphics.
- (vi) Works within routines but exercises initiative and judgment.
- (vii) Limited guidance (limited direction) but specific directions given.

- (viii) Works as a Graphic Artist that requires less skill than a higher level (i.e. less responsibility, tasks less difficult in nature and complexity).
- (ix) Works from basic instructions that do not require complex graphics operations.

**(d) Trainee Graphic Artist**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Less than 12 months' continuous service.
- (ii) A learning and doing position.
- (iii) Exercises minimal judgment.
- (iv) Subject to close supervision with supervisor in immediate proximity.
- (v) In the course of training.
- (vi) Basic computer skills.
- (vii) Performs duties of a minor nature.
- (viii) Responsible for the quality of their own work, but under supervision.
- (ix) Uses discretion within level of skills.

**Promotion/Progression to Graphic Artist**

Upon successful completion of training, after 12 months' continuous service at the Trainee Graphic Artist classification, the employee is to be progressed to Graphic Artist.

**A.1.13 Directors**

**(a) Supervising Director**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower level classifications.
- (ii) Working supervisor/leading hand.
- (iii) Capable of studio and outside broadcast work.
- (iv) Assesses the performance of other employees but does not have ultimate say in promotion.
- (v) The supervision control and training of Directors where at least five graded Directors are employed.
- (vi) Responsible to management level equivalent, and has full responsibility for budget and hiring/firing.
- (vii) Not responsible for producing the production schedule.
- (viii) Directs any style of television production, regardless of number of cameras or complexity of the program.



- (ix) Independent judgment.
- (x) Assesses the performance of Directors below this classification.
- (xi) Under broad guidance selects appropriate equipment and other resources.
- (xii) Responsible for the allocation of staff within the Production Department to accommodate a predetermined production schedule.

**(b) Director Major Production/Specialist**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Assesses performance of other employees for crew selection.
- (iii) Given more broad production guidance.
- (iv) Works on Major Production where more than four cameras are used and/or can perform duties in a specialist field.
- (v) Responsible to a more senior person by whatever designation, similar to Supervising Director/Station Manager/Production Manager/Operations Manager.
- (vi) Performs varied and highly specialised tasks.
- (vii) Complexity in range of choice and actions.

**(c) Senior Director**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Directs programs of a less responsible or less difficult nature than those usually directed by a Director Major Production/Specialist.
- (iii) Uses discretion and judgment but works within routine methods and procedures.
- (iv) Works under limited supervision with general guidance on progress and outcomes.
- (v) Involves supervision and team guidance during the production process.
- (vi) Judgment for self and others in planning and selection of equipment, services, actions and time constraints.
- (vii) Performs work in a variety of contexts with complexity in the range and choice of actions.
- (viii) When directing, during the course of production, must be capable of directing employees from a number of areas including make-up, set design, camera and recording or technical operations.
- (ix) Assists in training others.

- (x) Responsible for the allocation of staff for the job at hand to accommodate a predetermined production schedule.
- (xi) Judgment for self and others in planning and selection of equipment, work organisation, services, actions and outcomes within time constraints.

**(d) Director**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Directs all programs other than Major Production.
- (iii) Routine pre-structured or fixed format productions (e.g. news, current affairs, presentation hosting, forums).
- (iv) Directs limited shooting patterns.
- (v) Tasks varied and highly specific.
- (vi) In-depth knowledge of the production and operational principles of a television station and has a broad range of skills.
- (vii) Responsible for, and limited organisation of, work of others.
- (viii) Works under broad guidance.

**(e) Trainee Director**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) A learning and doing position.
- (ii) Exercises minimal judgment.
- (iii) In the course of training.
- (iv) Subject to close supervision.
- (v) Intermediate computer skills.
- (vi) Performs duties of a varied nature.
- (vii) Responsible for the quality of their own work, but under supervision.
- (viii) Uses discretion within level of skills.

**Promotion/Progression to Director**

Upon successful completion of training, after 12 months' continuous service at the Trainee Director classification, the employee is to be progressed to Director.

**A.1.14 Producer/Director's Assistant/ VCG operator**

**(a) Producer/Director's Assistant Major Production/VCG Operator Major Production**

**Skills, competencies, duties and responsibilities held and exercised**

**(i) Producer/Director's Assistant Major Production**

- Performs the duties of the lower classifications.
- In-depth knowledge and a broad range of skills.
- Works as a Producer/Director's Assistant on any style of television production regardless of complexity of the program.
- Required to assist directors on Major Production in both studios and external locations.
- Exercises initiative and judgment.
- Performs a broad range of tasks and roles.
- Judgment for self and others in the production process, actions and outcomes within time constraints.
- Exercises discretion and judgment in the production process, work organisation and services for the job at hand.
- Works under broad guidelines and instructions from the Production Department management or the Director in charge of the production at hand.
- Responsible for the production outcome of their work.
- If other lower level Producer/Director's Assistant employed, could be responsible for the allocation of those staff within this occupational group to accommodate a predetermined production schedule.
- Provides guidance and assistance if part of a work team of Producer/Director's Assistants.
- Advanced computer skills.

**(ii) VCG Operator Major Production**

- Performs all the duties of the lower classifications.
- In-depth knowledge of a broad range of tasks and roles.
- Works on a variety of productions (including Major Production) with varying degrees of complexity during the recording, rehearsal or live transmission of a major program under direction.
- Proficient in all types of on-screen display and VCG equipment.
- A comprehensive range of skills.

- Exercises initiative and judgment for self and others while operating under the direction of a director or co-ordinator and for actions and outcomes within constraints.
- When not rostered to a specific production, responsible to a relevant person within the production or operations department structure.
- If lower level VCG operators employed, could be responsible for the allocation of those staff within the occupational groups to accommodate a predetermined production schedule.
- Provides guidance, assistance and training if part of a work team of VCG operators.
- Advanced computer skills.

**(b) Producer/Director's Assistant/VCG Operator**

**Skills, competencies, duties and responsibilities held and exercised**

**(i) Producers/Director's Assistant**

- Performs the duties of the lower classifications.
- Application of knowledge and skills to a range of tasks and roles.
- Assists the Director in a control room on non Major Productions (e.g. news, current affairs, sport, presentation/hostings, lower level productions than a Senior Producer/Director's Assistant).
- Works on Major Production assisting a Senior Producer/Director's Assistant Major Production.
- Works within routines but exercises some initiative and judgment.
- Works under broad guidelines and instructions from the production department, management or the Director when working on a specific production.
- Responsible to the Director for the outcome of their work with respect to the job at hand.
- Intermediate computer skills.

**(ii) VCG Operator**

- Performs the duties of the lower classifications.
- In-depth knowledge and a broad range of tasks and roles.
- Works within routines but exercises initiative and judgment.
- Operates video character generator equipment during a rehearsal or live transmission of a program under the direction of a director or co-ordinator.

- Responsible to the production or operations management structure when not rostered to a specific production.
- Responsible to the director or co-ordinator of the specific production.
- Responsible for the visual outcome of their work.
- Intermediate computer skills.

**(c) Trainee Producer/Director's Assistant/VCG Operator**

**Duties, skills, competencies and responsibilities exercised and held**

**(i) Trainee Producer/Director's Assistant**

- In the course of training.
- Performs duties of a minor nature in the preparation for rehearsals, recording or the live telecast of a television program.
- Training can also include providing minimal assistance to a director in the course of their preparation for program production.
- Exercises minimal judgment and subject to direct supervision.
- Less than 12 months' continuous service.
- Basic computer skills.

**(ii) Trainee VCG Operator**

- In the course of training.
- Performs duties of a minor nature.
- Exercises minimal judgment and subject to direct supervision.
- Less than 12 months' continuous service.
- Basic computer skills.

**Promotion/Progression to Producer/Director's Assistant or Assistant VCG Operator**

Upon successful completion of training, after 12 months' continuous service at the Trainee Producer/Director's Assistant/VCG Operator classifications, the employee is to be progressed to Producer/Director's Assistant/Assistant VCG Operator.

**A.1.15 Floor Manager**

**(a) Floor Manager Major Production**

**Skills, competencies, duties and responsibilities held and exercised**

- (i)** Performs the duties of the lower classifications.
- (ii)** Most senior and/or specialist Floor Manager.

- (iii) In-depth knowledge and a broad range of skills.
- (iv) Works on a variety of productions with varying degrees of complexity.
- (v) Exercises initiative and judgment.
- (vi) Performs a broad range of tasks and roles.
- (vii) Judgment for self and others in the production process, actions and outcomes within time constraints.
- (viii) Exercises discretion and judgment in the production process, work organisation and services for the job at hand.
- (ix) Works on Major Production in both studios and external locations.
- (x) Works under broad and specific guidelines and instructions from the Director in charge of the production.
- (xi) Responsible for the production outcome of their work.
- (xii) If other lower level floor managers employed, responsible for the allocation of those staff within this occupational group to accommodate a predetermined production schedule.
- (xiii) Monitors overall status of the work.
- (xiv) Provides guidance and assistance if part of a work team of floor managers.

**(b) Floor Manager**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Discretion and judgment for self and others in planning and selection of organisation, services and actions.
- (iii) Works on non Major Productions including outside broadcasts (e.g. news, current affairs, sport, presentation/hostings, i.e. lower level productions than a Floor Manager Major Production).
- (iv) Can work on Major Production assisting a Floor Manager Major Production.
- (v) Responsible to the Production and/or Operations Manager, and the Director of the specific production they are working on.
- (vi) Works under general guidelines and ongoing instructions from the Director of the production.
- (vii) Responsible to the Director for the outcome of their work.

**(c) Assistant Floor Manager**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Medium level knowledge and skills.
- (iii) Works within routines but exercises some initiative and judgment.
- (iv) Can be classified as an assistant to a Floor Manager and must work with another Floor Manager for the job at hand.
- (v) Sound knowledge of production and operations.
- (vi) Performs a broad range of tasks and roles.

**(d) Trainee Floor Manager**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Less than 12 months' continuous service.
- (ii) A learning and doing position.
- (iii) Exercises minimal judgment.
- (iv) Subject to close supervision with supervisor in immediate proximity.
- (v) In the course of training.
- (vi) Basic computer skills.
- (vii) Performs duties of a minor nature.
- (viii) Responsible for the quality of their own work, but under supervision.
- (ix) Uses discretion within level of skills.

**Promotion/Progression to Assistant Floor Manager**

Upon successful completion of training, after 12 months' continuous service at the Trainee Floor Manager classification, the employee is to be progressed to Assistant Floor Manager.

**A.1.16 Make-up and Hairdresser**

**(a) Make-up Supervisor/Hairdresser Supervisor**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) In-depth knowledge plus a broad range of duties.
- (iii) A hands-on supervisor/leading hand.
- (iv) Works within routine methods and procedures.

- (v) Works on a variety of tasks, roles and contexts and complexity in the choice of actions.
- (vi) Exercises discretion and judgment (e.g. for the selection of hairdressers/make-up artists' equipment/supplies and for the work, organisation or services of hairdressers/make-up artists for the job at hand).
- (vii) Responsible for the team co-ordination of hairdressers/make-up artists.
- (viii) Not responsible for hiring or termination.
- (ix) In charge of at least four full-time make-up artists, hairdressers or their assistants, or a combination thereof.
- (x) Responsible for the allocation of staff within this occupational group to accommodate a predetermined production schedule.

**(b) Senior Make-up Artist**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Does general make-up work and, in addition, is required to carry out make-up work involving:
  - the manufacture and application of prostheses in the creation of characters for television productions; and/or
  - the exercise of make-up skills and techniques accepted by the employer as equivalent to those required in such manufacture and application of prostheses, including the creation of character make-up. **Character make-up** means make-up which transforms the appearance of the person made up from their everyday appearance to a dramatically different appearance.
- (iii) Discretion and judgment for self and others in planning and selection of equipment, work organisation, services and actions.

**(c) Hair and Make-up Artist**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Post-trade qualifications or equivalent.
- (iii) Performs the work of both hairdresser and make-up artist.
- (iv) Discretion and judgment for self in equipment selection, work organisation, services, actions and achieving outcomes within the time constraints.
- (v) In-depth knowledge in some areas as well as a broad range of skills.



- (vi) Under limited guidance, or if working teams then under broad guidance and autonomy.

**(d) Hair or Make-up Artist**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) In-depth knowledge and a broad range of skills.
- (iii) Independent discretion and judgment.
- (iv) Limited supervision of lower levels.

**(e) Assistant Hairdresser or Make-up Artist**

**Skills, competencies, duties and responsibilities held and exercised**

**(i) Assistant Hairdresser**

- Assists the hairdresser in the course of the hairdresser's duties by ensuring that hairdressing devices are prepared in accordance with occupational health and safety standards and station policy.
- Responsible for quality of own work under supervision of Hairdresser/make-up artist.
- Can be a learning and doing position.
- Subject to close supervision.

**(ii) Assistant Make-up Artist**

- Assists the make-up artist in the course of the make-up artist's duties by ensuring that make-up materials and devices are prepared in accordance with occupational health and safety standards and station policy. Responsible for quality of own work under supervision of Hairdresser/Make-Up Artist.
- Subject to close supervision.
- Can be a learning and doing position.

**A.1.17 Carpenter**

**(a) Senior Carpenter**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) In-depth knowledge in some areas plus a broad range of skills.
- (iii) Exercises discretion and judgment in equipment and material selection, work organisation and services for the job at hand.

- (iv) Works on a variety of tasks, roles and contexts with some complexity in the choice of actions.
- (v) Supervises at least four carpenters of a lower classification.
- (vi) Responsible for the allocation of staff within this occupational group to accommodate a predetermined production schedule.
- (vii) Monitors overall progress of work.
- (viii) Provides trade level guidance and assistance as part of the work team.

**(b) Carpenter Trade Level—Television**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) In-depth knowledge in some areas plus a broad range of skills.
- (iii) Exercises precision trade and non-trade skills using various materials and specialised techniques for the production of television settings etc.
- (iv) Some responsibility for directing/supervising the work of others (i.e. supervision of other carpenters).
- (v) Limited supervision.
- (vi) Provides trade guidance and assistance as part of the work team.

**(c) Carpenter Trade Level**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Trade level position.
- (iii) Works from semi-complex instructions.
- (iv) Works in a team environment.
- (v) Uses precision measuring instruments (e.g. assess readings from instrumentation).
- (vi) Sets up and operates machines.
- (vii) Possesses intermediate computer skills.
- (viii) In-depth knowledge and a broad range of skills.
- (ix) Inspects products/materials for conformity with established operational standards.
- (x) Plans construction sequencing.
- (xi) Provides guidance and assistance as part of a work team.

- (xii) Responsible for the general carpentry in the construction of sets and props.
- (xiii) Exercises discretion and judgment (e.g. in equipment and material selection, work organisation and services for the job at hand).

**(d) Carpenter's Assistant**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Less than 12 months' continuous service.
- (ii) A learning and doing position.
- (iii) Exercises minimal judgment.
- (iv) Is subject to close supervision with supervisor/leading hand in immediate proximity.
- (v) In the course of training.
- (vi) Performs duties of a minor nature.
- (vii) Responsible for the quality of their own work, but under supervision.
- (viii) Uses own discretion within level of skills.
- (ix) Accurately measures.
- (x) Uses precision measuring instruments, operates equipment and does basic material handling.
- (xi) Basic computer skills.

**A.1.18 Wardrobe**

**(a) Wardrobe Supervisor**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Working supervisor/leading hand.
- (iii) Supervision of persons at a lower level and setting up a wardrobe department within individual production unit/s.
- (iv) Exercises discretion and judgment (e.g. wardrobe selection, work organisation and services for the job at hand).
- (v) Responsible for the allocation of staff within this occupational group to accommodate a predetermined production schedule.
- (vi) Responsibility for the work of others in the same occupational group.

**(b) Wardrobe Person (Mistress/Master)**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Trade level position.
- (iii) In-depth knowledge.
- (iv) Exercises discretion and judgment on selection of costumes for the job at hand.
- (v) Can undertake alterations to, and maintenance of, costumes as and when required.
- (vi) Exercises initiative and judgment.
- (vii) Limited supervision of lower level.
- (viii) Where there is more than one assistant employed, responsible for team co-ordination and facilitation.
- (ix) If no supervisor employed, responsible for the custody, care and control of costumes/wardrobe supplies.

**(c) Wardrobe Assistant/Keeper**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Less than 12 months' continuous service.
- (ii) A learning and doing position.
- (iii) Exercises minimal judgment.
- (iv) Subject to close supervision with supervisor in immediate proximity.
- (v) In the course of training.
- (vi) Accurately measures.
- (vii) Performs duties of a minor nature.
- (viii) Responsible for the quality of their own work, but under supervision.
- (ix) Uses discretion within level of skills.
- (x) Basic computer skills.

**A.1.19 Still Photographer**

**(a) Senior Still Photographer**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Most senior and/or specialist still photographer.

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- (iii) In depth knowledge and a broad range of skills.
- (iv) Works on a variety of photographic tasks with varying degrees of complexity.
- (v) Photographs Major Production and publicity set-ups in both studios and external locations.
- (vi) Exercises initiative and judgment.
- (vii) Performs a broad range of tasks and roles.
- (viii) Judgment for self and others in the photographic process, actions and outcomes within time constraints.
- (ix) Exercises discretion and judgment in the photographic process, work organisation and services for the job at hand.
- (x) Responsible to the production or publicity department executive in charge.
- (xi) Works under broad guidelines from the production or publicity department.
- (xii) Responsible for the photographic outcome of their work.
- (xiii) If other lower level still photographers employed, responsible for the allocation of those staff within this occupational group to accommodate predetermined production and publicity deadlines.
- (xiv) Monitors overall status of the work.
- (xv) Provides guidance and assistance if part of a work team of still photographers.

**(b) Still Photographer Trade Level**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) In-depth knowledge and a broad range of skills.
- (iii) All aspects of still photography including lighting, developing and enlarging.
- (iv) Works within routines but exercises initiative and judgment.
- (v) Performs a broad range of tasks and roles.
- (vi) Required to photograph non Major Productions and publicity set-ups at a lower level than a Senior Still Photographer.
- (vii) Responsible for the quality of own work.
- (viii) Responsible to the production or publicity department executive in charge.

- (ix) Works under broad guidelines from the production or publicity department.
- (x) Responsible for the photographic outcome of their work.

**(c) Assistant Still Photographer Non-trade**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Less than 12 months' continuous service.
- (ii) A learning and doing position.
- (iii) Exercises minimal judgment.
- (iv) Subject to close supervision with supervisor in immediate proximity.
- (v) In the course of training
- (vi) Accurately measures.
- (vii) Basic computer skills.
- (viii) Performs duties of a minor nature.
- (ix) Responsible for the quality of their own work, but under supervision.
- (x) Uses discretion within level of skills.

**A.1.20 Set Design**

**(a) Set Design Supervisor**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of lower classifications.
- (ii) Performs the duties of a Senior Set Designer and supervises at least five Set Design, Scenic Art or Properties employees.

**(b) Senior Set Designer**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of lower classifications.
- (ii) Designs complex television sets based on production briefings.
- (iii) Skilled in occupational health and safety (OH&S) regulations for construction, weights and manual handling.
- (iv) Exercises initiative and judgment.
- (v) Performs a broad range of tasks and roles.
- (vi) Responsible to the production executive in charge of that specific production.
- (vii) Works under broad guidelines from the production unit.

- (viii) Monitors the overall progress of the set construction.
- (ix) Responsible for the visual outcome and production practicality of the set designed.
- (x) Can be a working supervisor position or a specialist designer.
- (xi) Works on a variety of design tasks with varying degrees of complexity.
- (xii) Designs sets for Major Production in both studios and external venues.

**(c) Set Designer**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Designs simple and basic television sets based following instruction and with supervision.
- (iii) Works with a Senior Set Designer.
- (iv) Limited instruction, co-ordination and facilitation of lower level employees.
- (v) Responsible for the quality of own work under the close supervision of a Senior Set Designer.
- (vi) Full knowledge and application of relevant building codes for access and fire proofing of set materials.
- (vii) Works under specific guidelines and instructions from the Set Designer and/or the Senior Set Designer

**(d) Trainee Set Designer**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Less than 12 months' continuous service.
- (ii) A learning and doing position.
- (iii) Exercises minimal judgment.
- (iv) Subject to close supervision with supervisor in immediate proximity.
- (v) In the course of training.
- (vi) Accurately measures.
- (vii) Basic computer skills.
- (viii) Performs duties of a minor nature.
- (ix) Responsible for the quality of their own work, but under supervision.
- (x) Uses discretion within level of skills.

### **Promotion/Progression to Set Designer**

Upon successful completion of training, after 12 months' continuous service at the Trainee Set Designer classification, the employee is to be progressed to Set Designer.

#### **A.1.21 Scenic Art**

##### **(a) Scenic Artist**

###### **Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) In-depth knowledge and a broad range of skills.
- (iii) Understands all paint types and consistencies.
- (iv) Understands building codes for fire proofing of set materials and paints.
- (v) Exercises initiative and judgment.
- (vi) Performs a broad range of tasks and roles.
- (vii) Level above basic signwriting and tracing.
- (viii) Works under broad guidelines from the set designer.
- (ix) Can supervise set painters.
- (x) Under limited guidance.
- (xi) Some discretion and judgment in work organisation, services, action and achieving outcomes within time constraints.
- (xii) Responsibility for work of others and/or team co-ordination.

##### **(b) Set and Prop Painter Trade Level**

###### **Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Trade level position.
- (iii) Works from semi-complex instructions.
- (iv) Works in a team environment.
- (v) Uses precision equipment.
- (vi) Sets up and operates machines.
- (vii) Possesses intermediate computer skills.
- (viii) In-depth knowledge and a broad range of skills.
- (ix) Plans construction sequencing.



- (x) Performs basic signwriting and tracing.
- (xi) Exercises precision trade and non-trade skills using various materials and specialised techniques.
- (xii) Exercises discretion and judgment (e.g. in equipment and material selection, work organisation and services for the job at hand).
- (xiii) Inspects products/materials for conformity with established operational standards.
- (xiv) Provides guidance and assistance as part of a work team.
- (xv) Responsible for the general carpentry in the construction of sets and props.
- (xvi) Paints complex designs on television sets based on briefings from the Set Designers.

**(c) Set and Prop Painter Non-Trade**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Below trade level position.
- (ii) Limited knowledge and limited skills.
- (iii) Paints flats, sets and props.
- (iv) Exercises limited initiative and judgment.
- (v) Works with a scenic artist or senior scenic artist.
- (vi) Subject to on-the-job supervision.
- (vii) Works under broad guidelines.
- (viii) Responsible for the quality of own work under the close supervision of a scenic artist or senior scenic artist.

**A.1.22 Properties**

**(a) Property Person/Senior Studio Hand**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Performs the duties of the lower classifications.
- (ii) Trade to post-trade level position.
- (iii) In-depth knowledge and a broad range of skills.
- (iv) Responsible for persons of a lower level.
- (v) If a property hand, a stand-by props person in a studio or on location.
- (vi) In-depth knowledge and a broad range of skills.

- (vii) Team leader for a specific workgroup of stagehands participating in the erection, dismantling, transport and storage of television sets.
- (viii) Exercises initiative and judgment.
- (ix) Performs a broad range of tasks and roles.
- (x) Understands all OH&S regulations for manual handling procedures.
- (xi) Understands building codes for fire, personnel and escape access regulations.
- (xii) Responsible for the custody, care and control of properties.
- (xiii) Works under broad guidelines.
- (xiv) Supervises lower level stagehands on specific work group activities.
- (xv) Limited supervision of lower level.
- (xvi) Where more than one assistant is employed, responsible for team co-ordination and facilitation.

**(b) Studio Hand A/Set Dresser A**

**Skills, competencies, duties and responsibilities held and exercised**

**(i) Studio Hand A**

- Performs the duties of the lower classifications.
- Trade level position.
- Sound knowledge of the employer's operations.
- Exercises discretion within the scope of the work.
- Performs work with limited supervision.

**(ii) Set Dresser A**

- Performs the duties of the lower classifications.
- Responsible for positioning props in and on sets.
- Works within routines, networks where discretion and judgment is required.

**(c) Property Assistant/Studio Hand/Prop and Scenery Storeperson/Set Dresser**

**Skills, competencies, duties and responsibilities held and exercised**

- (i) Limited instruction, co-ordination and facilitation of lower level employees.
- (ii) Responsible for the quality of own work under the close supervision of a property hand, buyer or dresser.

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- (iii) A learning and doing position.
- (iv) Subject to close supervision with supervisor in immediate proximity.
- (v) Works with a property hand, buyer or dresser.
- (vi) Below trade level position.
- (vii) Limited knowledge and limited skills.
- (viii) Required to shift, lift, erect and dismantle sets.
- (ix) Works as part of a team with a senior stagehand.
- (x) Labouring job role.
- (xi) Works in Studios and on outside broadcasts as cable assistants.
- (xii) Exercises limited initiative and judgment.
- (xiii) Subject to on-the-job supervision.
- (xiv) Works under broad guidelines and OH&S regulations.
- (xv) Responsible to the team leader senior stagehand.

**(d) Promotion/Progression of all employees**

Upon successful completion of training, after 12 months' continuous service at the Property Assistant/Studio Hand/Prop and Scenery Storeperson and Set Dresser classification, progress will depend on the employee achieving the skills, duties, competencies, judgment and responsibility levels set out in this position.

## Schedule B—Radio Broadcasting

### B.1 Classifications

**B.1.1 Announcer Class 2** means an employee who is employed on announcing the time of day, playing of records and/or controlling transcriptions and/or making announcements, including reading of news, stock reports or sporting results.

**B.1.2 Broadcaster/Journalist Class 2** means an employee who, in addition to carrying out the duties prescribed for Announcer Class 2, also researches, produces and presents programs and is employed by an organisation that holds a community radio broadcasting licence to represent the community interests of Aboriginal and Torres Strait Islander people.

**B.1.3 Announcer Class 1** means an employee who in addition to carrying out any of the duties prescribed for an Announcer Class 2 regularly carries out one or more of the following: interviewing, open-line programs, describing sporting or other events, preparing programs of a special nature such as documentaries, public appearances (including working from studios open to public viewing) or having responsibility for the production of commercials or musical programs.

**B.1.4 Broadcaster/Journalist Class 1** means an employee who, in addition to carrying out the duties prescribed for Announcer Class 1, also researches, produces and presents programs and is employed by an organisation that holds a community radio broadcasting licence to represent the community interests of Aboriginal and Torres Strait Islander people

**B.1.5 Broadcasting Operator** means:

- (a) A member of the technical staff whose duties include the operation of central control equipment of the studio system or any control panel regulating the degree of gain of any amplifying system associated with the reproduction of any program material intended for broadcast and who sets up, makes necessary connections to and tests microphones, amplifiers, faders, monitors, external pick-ups, and connections in the control room for the studio system, monitoring the transmitted program and who in a broadcasting station may be called upon to make recordings from any sources on tape or cartridges (but this will not be a duty exclusive to broadcasting operators) and who performs other duties as may be agreed by the employer and employee.
- (b) Other duties so far agreed include answering and dealing with inward telephone calls, gathering service information by telephone, accepting parcels and such like packages, receiving and implementing copy changes (including the making of minor corrections) turning on and off of air-conditioning plant, supervising the news teleprinter and telex services (including when necessary, changing paper rolls, tearing off copy and handing to announcer) and opening doors to allow the entering and leaving of station staff.

**B.1.6 Chief Engineer** means:

- (a) An adult member of the technical staff or a broadcasting station who comes within the definition of Engineer and who also:

- (i) is employed in a broadcasting station which originates programs for network distribution; and/or
  - (ii) is responsible for the supervision of a technical staff of four or more employees.
- (b) A Chief Engineer may be called upon to perform the duties of a Senior Technician.

**B.1.7 Engineer** means:

- (a) An adult member of the technical staff of a broadcasting station who holds the qualifications of and/or is capable of performing the duties of a senior technician who is required by the employer to be responsible for any or all of the following:
- (i) Making recommendations on the purchase of major technical equipment.
  - (ii) The design, layout and supervision of construction of studios and/or major equipment.
  - (iii) Engagement/dismissal and control of staff but who is not required to make decisions on matters of policy or to undertake managerial functions of a manager, technical director, group engineer or executive officer of similar status.
- (b) An Engineer may be called upon to perform the duties of a Senior Technician.

**B.1.8 Technician** means:

- (a) Any member of the technical staff who currently holds a Broadcast Operators Certificate of Proficiency, or equivalent qualification, or who carries out any of the following duties:
- (i) All duties associated with the operation, maintenance, or testing of broadcasting transmitter, its associated equipment, power plant or aerial system, excluding rigging and painting.
  - (ii) Technical duties associated with the setting up, maintenance or testing of broadcasting studio equipment, its associated power plant, ventilation system or program lines.
  - (iii) Technical duties associated with the setting up, operation, maintenance, measurement or testing of outside broadcast equipment.
  - (iv) Technical duties associated with maintenance, testing and operation of recording equipment.
  - (v) Construction/installation work on broadcasting and electronic equipment at the transmitter or studio including the studio equipment and technical assistance with the installation of the associated power plant ventilation system or program lines.
- (b) A Technician may be called upon to perform the duties of a Broadcasting Operator.

- (c) If a station employs only one Technician they will be classified and paid as a Senior Technician or at a higher level, if appropriate.

**B.1.9** The Broadcaster/Journalist classification in a grade and the definitions in Schedule B are indicators of skills only and for the purpose of fixing the minimum award rates of payment to which employees will be entitled and will not be applied to restrict the range of work that may be required of an employee.

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## Schedule C—Journalists

### C.1 Classifications

**C.1.1** Journalists, other than cadets and journalists employed outside the Commonwealth, will be classified in the following grades in three bands as defined in clause C.1.2. The bands into which each grade will be allocated will be:

**Band one**

Journalist Grade 1  
Journalist Grade 2  
Journalist Grade 3  
Journalist Grade 4

**Band two**

Journalist Grade 5  
Journalist Grade 6  
Journalist Grade 7

**Band three**

Journalist Grade 8

**C.1.2** The definitions for the three bands referred to in clause C.1.1 are:

**(a) Band one**

Journalists classified in band one have completed the training requirements of a cadetship or its equivalent and are gaining experience in a wide range of practical areas and/or undertaking additional training. They normally perform journalistic duties under broad supervision. As they undertake additional training and/or gain experience, they are assigned to duties requiring the exercise of independent initiative and judgment and/or the exercise of more advanced skills. Beginning as a Journalist Grade 1 they require decreasing supervision and exercise greater professional judgment and skills to the level of Grade 4.

**(b) Band two**

Journalists classified in band two have obtained wide practical experience and are exercising advanced skills. They are capable of working independently and of exercising initiative and judgment on difficult and responsible assignments. They may work either individually or as part of a team without direct supervision.

**(c) Band three**

Journalists classified in band three exercise the highest level of skills and responsibility. Their duties require the exercise of sustained high levels of professional, technical and creative skills of mature and experienced judgment and outstanding levels of individual accomplishment.

**C.1.3** Classification in a grade and the definitions in Schedule C are indicators of skills only and for the purpose of fixing the minimum award rates of payment to which

members will be entitled and will not be applied to restrict the range of work that may be required of a member.

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## **Schedule D—Cinema**

### **D.1 Classifications**

#### **D.1.1 Cinema Worker Level 1**

- (a) A Cinema Worker Level 1 is an employee who is undertaking the necessary induction and training to perform work within the scope of this level.
- (b) Indicative of the tasks which an employee at this level may perform are the following:
  - (i) cleaning and hygiene;
  - (ii) policy and procedures knowledge;
  - (iii) food and beverage preparation for sale;
  - (iv) stock replenishment;
  - (v) ticket tearing and customer assistance;
  - (vi) product presentation and service knowledge;
  - (vii) telephone skills;
  - (viii) ensuring customer comfort is maintained;
  - (ix) undertaking minor maintenance or repairs as required.
- (c) Provided that no Cinema Worker Level 1 employee shall be required to handle cash except in the course of supervised training in cash handling tasks and in such circumstances the employee shall not be responsible for a correct balance of that cash. An employee who has completed 100 hours of service at Cinema Worker Level 1 may request cash handling training. The employer will not unreasonably refuse such a request. After 30 hours of such training and upon achieving the required level of competency for a Cinema Worker Level 2, the employee shall be classified at Cinema Worker Level 2.

#### **D.1.2 Cinema Worker Level 2**

- (a) A Cinema Worker Level 2 is an employee who has completed necessary induction and training or is undertaking such training or who possesses equivalent experience or expertise required to perform work within the scope of this level.
- (b) Consistent with the employee's training an employee at this level:
  - (i) is responsible for the quality of work allocated to the employee, subject to routine supervision;
  - (ii) works under routine supervision either individually or in a team environment on a range of tasks;
  - (iii) exercises discretion within the employee's level of skill and training; and

- (iv) makes decisions in relation to routine matters within their area of work.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
  - (i) subject to the award and these definitions, operates flexibly as required between work areas;
  - (ii) basic keyboard duties;
  - (iii) provision of customer service;
  - (iv) ushering;
  - (v) telephonist, receptionist, selling tickets, cashier and information services. Provided that no employee required to handle cash will be held responsible for a correct balance of that cash if another employee, supervisor or manager has access to it;
  - (vi) preparing for sale and selling food and drink items and where required prepare, cook and quality assure all food items in any of the food outlet preparation areas in the cinema complex;
  - (vii) assisting other workers in any of these tasks;
  - (viii) training as a bio-box operator subject to routine supervision. An employee undertaking training in the bio-box will undergo a performance appraisal at six months and, subject to fulfilling the employer requirements for level 3, be promoted to that level;
  - (ix) cleaning, when specifically engaged as such;
  - (x) general maintenance as required.

Clauses D.1.3 to D.1.7 amended in blue following agreement between parties at conference on 19 May 2016 reflected in [Report to Full Bench](#) dated 21 July 2016.

### **D.1.3 Cinema Worker Level 3**

- (a) A Cinema Worker Level 3 is an employee who is appointed by the employer as a team leader in a designated area and who performs work within the scope of this level using applied knowledge and necessary skills.
- (b) Consistent with their training and in addition to the competencies and tasks performed by an employee at level 1 and level 2:
  - (i) solves straightforward problems using readily available information;
  - (ii) works to complex instructions and procedures;
  - (iii) provides supervision and assists with training level 1 and 2 employees in a designated area;
  - (iv) coordinates, organises and allocates work, materials and equipment in an efficient and effective manner for four or more level 1 and 2 employees in a designated area; and

- (v) is responsible for work undertaken.
- (c) Tasks which an employee at this level may perform are:
  - (i) indicative tasks for level 1 and level 2 employees;
  - (ii) supervision of level 1 and 2 employees in a designated area; and
  - (iii) assist in training of level 1 and 2 employees

#### D.1.4 ~~Cinema Worker Level 3~~ Cinema Worker Level 4

- (a) A ~~Cinema Worker Level 3~~ Cinema Worker Level 4 is an employee who performs work within the scope of this level using applied knowledge and necessary skills.
- (b) Consistent with their training and in addition to the competencies and tasks performed by an employee at level 1, ~~and level 2, and level 3~~:
  - (i) solves straightforward problems using readily available information;
  - (ii) works to complex instructions and procedures;
  - (iii) provides supervision and assists with training levels 1, ~~and 2 and 3~~ employees;
  - (iv) organises and allocates work, materials and equipment in an efficient and effective manner; and
  - (v) is responsible for work undertaken.
- (c) Tasks which an employee at this level may perform are:
  - (i) indicative tasks for ~~level 2~~ level 3 employees;
  - (ii) supervision of levels 1, ~~and 2 and 3~~ employees;
  - (iii) assist in training of levels 1, ~~and 2 and 3~~ employees; and
  - (iv) undertake bio-box duties consistent with ~~level 3~~ level 4 competencies subject to direction by a ~~level 4~~ level 5 employee or a cinema operator who possesses ~~level 4~~ level 5 competencies. Such direction may not necessarily involve constant supervision in the bio-box.
- (d) A ~~Cinema Worker Level 3~~ Cinema Worker Level 4 is also a person appointed as a trainee manager, under the supervision of a manager or assistant manager for a period of not more than six months, engaged in training for the duties of an assistant manager or manager. A trainee manager will not be left in charge of a theatre, except in the case of an emergency. A part-time and/or casual trainee manager will complete the equivalent of six months full-time training before being eligible to be appointed as assistant manager and/or manager.

#### D.1.5 ~~Cinema Worker Level 4~~ Cinema Worker Level 5

- (a) A ~~Cinema Worker Level 4~~ Cinema Worker Level 5 is an employee who applies knowledge and skills to enable the employee to perform work at this level.

- (b) In addition to competencies and tasks performed by ~~level 3~~ level 4 employees, and consistent with the employee's training, an employee at ~~level 4~~ level 5:
- (i) is responsible for the projection area;
  - (ii) supervises work of employees at levels 1, 2, ~~and 3~~ and 4;
  - (iii) understands and applies quality control techniques;
  - (iv) performs work under limited supervision either individually or in a team environment;
  - (v) exercises discretion within the scope of this level;
  - (vi) may be responsible as required for the administration of the cinema; and
  - (vii) may be operationally responsible for food preparation department covering day-to-day operations to ensure efficient delivery of food ensuring adherence to standard recipe cards and food hygiene requirements.
- (c) Tasks which an employee at ~~level 4~~ level 5 may perform are:
- (i) indicative tasks for ~~level 3~~ level 4 employees;
  - (ii) machine setting, loading and preparation within the employee's levels of skill and training;
  - (iii) supervision of levels 1, 2, ~~and 3~~ and 4 employees;
  - (iv) programming preparation and programming;
  - (v) bio-box administration and report preparation;
  - (vi) identifying technical problems;
  - (vii) training level 1, 2, ~~and 3~~ and 4 employees;
  - (viii) maintenance of technical equipment;
  - (ix) maintenance of lighting throughout the cinema; and
  - (x) supervising and directing general technical operations throughout the cinema complex, including computer systems. This may include, but not be limited to local management of film content, including playlists and alternate content; identifying and resolving technical issues; maintenance of all projector lighting; completing local repairs and maintenance, or arranging for work to be completed.

#### D.1.6 ~~Cinema Worker Level 5~~ Cinema Worker Level 6

A ~~Cinema Worker Level 5~~ Cinema Worker Level 6 is a person appointed as an assistant manager or technical manager who assists a manager of a theatre in carrying out the duties of a manager as provided in this award and who is called upon to carry out the duties and responsibilities of a manager during the absence of a manager from the theatre.

**D.1.7 ~~Cinema Worker Level 6~~ Cinema Worker Level 7**

A ~~Cinema Worker Level 6~~ Cinema Worker Level 7 is a person who is appointed as a manager and:

- (a) who is responsible for the general operations at the theatre; and
- (b) who is responsible for one or more of the following:
  - (i) advertising;
  - (ii) supervision of maintenance and cinema staff;
  - (iii) employment;
  - (iv) training;
  - (v) checking, safekeeping and banking of cinema funds and receipts;
  - (vi) payment of salaries and wages and/or accounts;
  - (vii) preparation and keeping of records;
  - (viii) programming of films as directed;
  - (ix) supervising and directing the programming of films for the entertainment of the customer as required by their employer. In doing so, where the screening of a film classified as restricted under the relevant legislation governing the censorship classification of films results in a prosecution against a manager or assistant manager, the employer will pay all fines and costs resulting from such prosecution unless the prosecution results from the wilful default of such manager or assistant manager.

**D.1.8 Zone Manager** means a person who in addition to working in a theatre as a manager exercises supervision, control or direction over another manager or managers in another theatre or theatres.

**Schedule E—Summary of Hourly Rates of Pay—Cinema workers**

NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.

The loaded minimum hourly rates in Schedule E include the 8% loading in clause 13.4.

Schedule E amended in blue to reflect agreement between parties at conference on 19 May 2016 reflected in Report to Full Bench dated 21 July 2016.

**E.1—Full-time and part-time adult employees**

**E.1.1—Full-time and part-time cinema workers—ordinary and penalty rates**

	Ordinary hours	Early morning worked between 1.00 am—8.00 am	Public holiday
<b>% of loaded minimum hourly rate</b>			
	<b>100%</b>	<b>200%</b>	<b>200%</b>
	\$	\$	\$
<b>Classification</b>			
Level 1	19.67	39.34	39.34
Level 2	20.42	40.84	40.84
Level 3	21.12	42.24	42.24
Level 3 Level 4	22.26	44.52	44.52
Level 4 Level 5	23.65	47.30	47.30
Level 5 Level 6	24.29	48.58	48.58
Level 6 Level 7	24.97	49.94	49.94

**E.1.2—Full-time and part-time cinema workers—overtime rates**

	Monday to Sunday		Public holidays
	First 2 hours	After 2 hours	
<b>% of loaded minimum hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>
	\$	\$	\$
<b>Classification</b>			
Level 1	29.51	39.34	39.34

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	<b>Monday to Sunday</b>		<b>Public holidays</b>
	<b>First 2 hours</b>	<b>After 2 hours</b>	
<b>% of loaded minimum hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Classification</b>			
Level 2	30.63	40.84	40.84
Level 3	31.68	42.24	42.24
Level 3 Level 4	33.39	44.52	44.52
Level 4 Level 5	35.48	47.30	47.30
Level 5 Level 6	36.44	48.58	48.58
Level 6 Level 7	37.46	49.94	49.94

**E.2—Casual employees**

**E.2.1—Casual cinema workers—ordinary and penalty rates**

	<b>Ordinary hours</b>	<b>Early morning worked between 1.00 am—8.00 am</b>	<b>Public holiday</b>
<b>% of loaded minimum hourly rate</b>			
	<b>125%</b>	<b>225%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Classification</b>			
Level 1	24.59	44.26	39.34
Level 2	25.53	45.95	40.84
Level 3	26.40	47.52	42.24
Level 3 Level 4	27.83	50.09	44.52
Level 4 Level 5	29.56	53.21	47.30
Level 5 Level 6	30.36	54.65	48.58
Level 6 Level 7	31.21	56.18	49.94

**E.2.2 — Casual cinema workers — overtime rates**

	<b>Monday to Sunday</b>		<b>Public holidays</b>
	<b>First 2 hours</b>	<b>After first 2 hours</b>	
<b>% of loaded minimum hourly rate</b>			
	<b>175%</b>	<b>225%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Classification</b>			
Level 1	34.42	44.26	39.34
Level 2	35.74	45.95	40.84
Level 3	36.96	47.52	42.24
Level 3 Level 4	38.96	50.09	44.52
Level 4 Level 5	41.39	53.21	47.30
Level 5 Level 6	42.51	54.65	48.58
Level 6 Level 7	43.70	56.18	49.94



## Schedule F—Actors

### F.1 Classifications

**F.1.1 Bit Player** means a performer who is not required to speak more than six lines of dialogue or more than 50 words in any program or episode and who will not be required to mime.

**F.1.2 Double** means an artist who takes the place of a performer but who does not speak dialogue used in the production and is not photographed in a manner which enables recognition. Provided that a stunt double or stunt performer who takes the place of an artist for safety reasons or to perform or to engage in hazardous action will qualify as an artist as defined in clause 63—Special definitions.

**F.1.3 Extra** means an artist who is part of a crowd, mob, ensemble or atmospheric scene and who appears only incidentally or in backgrounds, and who does not speak dialogue except in the mass, and who is, in accordance with industry practice, not featured, provided that the producer may for the purpose of authenticity invite members of the public in civilian dress to join in a scene and such member of the public will not be regarded as an artist and will not otherwise be covered by this award.

**F.1.4 Performer Class 1** means an artist who takes part in a performance and/or is engaged to take part in a rehearsal for a performance who is required to speak more than two lines of dialogue and who has the necessary skills to the required standard to effectively audition, prepare, rehearse and perform the role required.

**(a) Indicative tasks:**

**(i) Audition**

- take direction with minimum instructions;
- integrate rapid instructions in an instant performance;
- present character effectively and instantaneously.

**(ii) Preparation**

- analyse character in terms of script and scene requirements;
- find appropriate emotions to express script requirements;
- interpret demands of production.

**(iii) Rehearsal**

- integrate skills to production and character requirements;
- take direction and interpret instructions and display necessary flexibility, versatility and adaptability;
- communicate effectively and develop professional working relationships with the Director, other performers and production staff.

**(iv) Performance**

- achieve the quality of performance to the required standard and be able to repeat performances to that standard;
- maintain the emotional, physical and vocal continuity required for the performance;
- perform convincingly under diverse and adverse physical and mental conditions.

**F.1.5 Performer Class 2** means an artist who takes part in a performance and/or is engaged to take part in a rehearsal for a performance, who is required to speak more than six lines of dialogue or more than fifty words and:

- (a) possesses the skills of a Performer Class 1;
- (b) has worked professionally for a minimum of five years as a performer; and
- (c) has gained 150 points under the Experienced Points Structure set below.

**F.2 Experienced points structure**

**F.2.1 Points**

Points are awarded on the basis of the length of the engagement and the area of the industry in which the engagement took place. The following table sets out how points are awarded:

Category	Type of production	Length of engagement	Points
1	Serials (as per definition in ATPA)	13 weeks and under	2 points per week
		After 13 weeks	1 point per week
2	Series (as per definition in ATPA) also includes sit-coms and sketch comedies)	13 weeks and under	3 points per week
		After 13 weeks	2 points per week
3	One-off productions (as defined); e.g. Film, Telemovie, Mini-Series, Docu-Drama, Dramatised Corporate Videos (more than 20 mins)		4 points per week
4	Theatre	13 weeks and under	3 points per week
		After 13 weeks	2 points per week

**F.2.2 Professional experience**

- (a) Professional experience is to be calculated from the date of the performer's first professional engagement.
- (b) Where the performer has completed a relevant undergraduate degree or diploma at National Institute of Dramatic Art, Victorian College of the Arts,

Western Australian Academy of Performing Arts or equivalent tertiary institution, which is ranked by the Register of Australian Tertiary Education at level four or higher, the five years' experience requirement will be reduced to three years.

- (c) Where the performer has undertaken an appropriate amount of relevant training at a private or public institution and/or through private tuition, the five year requirement will be reduced to four years. Examples of institutions offering relevant training would include the Australian Theatre for Young People, St Martins and the Actors' Centre.
- (d) Where a dispute arises as to whether a particular training course can be considered appropriate or whether the training offered by the institution is relevant, the matter may be referred to the Performer Classification Committee (where established) or the Fair Work Commission.

**F.2.3 Single days**

- (a) Single days are to be allocated points on a pro rata basis. For example, a performer will earn eight points for a single day engagement on a film (Category 3 production).
- (b) However where the performer is engaged for a single day or days in a significant role and/or concentrated performance, they may negotiate with the producer of that production for the work to be credited a greater number of points.

**F.2.4 Limit on one-off productions**

No more than 50% of points may be achieved on any single one-off production (Category 3 production).

**F.2.5 Limit on points from theatre (Category 4 productions)**

- (a) A performer must earn a minimum of 30% of their points from work in productions from Category 1, 2 and 3.
- (b) Where the performer has a minimum of 10 years' experience in the industry as a performer the provisions of clause F.2.5(a) do not apply.

**F.2.6 Eligible productions**

- (a) Points are only awarded for work on fully professional productions.
- (b) Points are only available to persons engaged as performers, and not for engagements as bit players, extras, walk-ons or stand-ins.
- (c) Commercials, documentaries, non-dramatic corporate videos and other productions are ineligible productions for the purpose of the 150 point score.
- (d) Dramatised corporate videos of at least 20 minutes in length, scripted and professionally produced will count as eligible productions and are to be categorised as a Category 3 production.

## F.2.7 Administration

- (a) Where an individual performer has not been classified as Performer Class 2 by the Performer Classification Committee, they will provide the employer with information verifying their status when claiming to be a Performer Class 2.
- (b) To verify their status as a Performer Class 2 a performer must provide the employer with either:

(i) **A statutory declaration**

The statutory declaration must include:

- Artist's name
- Agent (where applicable)
- Contact details
- Names of eligible productions in which employed as a performer
- Name of employer for each production
- Length of artist's engagement for each production
- Attributed points gained through the engagement, or

(ii) **A log book**

The log book will set out the information contained in F.2.7(b)(i) above and will be signed by each employer verifying that the engagement has been completed.

- (c) Any producer may request additional information including extracts from relevant contracts.
- (d) Once a performer has been classified as a Performer Class 2, that performer will remain a Performer Class 2 for the duration of their career.

(e) **Disputes**

Where an employer and an individual performer cannot agree on whether the performer should be classified as a Performer Class 2 they may deal with the matter pursuant to clause 23—Dispute resolution.

(f) **Changing Status**

(i) **Category 3 Productions (one-off productions)**

Where in the course of an engagement in a Category 3 production, the performer achieves the necessary points to graduate to the Performer Class 2 classification, the performer will continue to be classified as a Performer Class 1 for that engagement until its completion.

(ii) **Category 1 and 2 Productions (on-going productions, series or serial)**

Where in the course of an engagement in excess of 13 weeks duration in a Category 1 or 2 production, the performer achieves the necessary points

to graduate to the Performer Class 2 classification, the performer will graduate to the Performer Class 2 classification after the completion of the 13 week block in which the 150 points were achieved.

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## Schedule G—Musicians

### G.1 Classifications

- G.1.1 Ensemble Singers** are defined as a group of two or more singers featuring on the track or tracks as the singers of the main melody for the whole song or songs.
- G.1.2 Session Singer** means performer who sings vocals on records.
- G.1.3 Leader** means the first or principal violinist or instrumentalist who is required to perform the duties of leader where there is a conductor.
- G.1.4 Principal or Principal Instrument or Principal Instrumentalist** in any orchestra or band will mean and include: repetiteur violin (that is, a violin sitting with the 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.

## **Schedule H—Motion Picture Production**

### **H.1 Classifications**

#### **H.1.1 Level 1**

Entry/base level for an inexperienced employee. At this level an employee will have no prior experience or training in the industry and will work under direct supervision on general duties of a basic nature requiring only limited discretion. An employee at level 1 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

- (a) Under supervision, perform basic duties related to the maintenance of animals, equipment, vehicles etc. used in the film production process.
- (b) Light cleaning or preparation of location, studio and/or unit base.
- (c) Lift and handle scenery, props or equipment under direct instruction.
- (d) Pack and store simple objects under direct instruction.
- (e) Apply general safety procedures.
- (f) Develop an understanding of basic industry terminology and processes.
- (g) Work effectively in a team environment.
- (h) Undertake courier or driver duties.
- (i) Develop an understanding of basic industry production process.
- (j) Basic maintenance of relevant tools and equipment.

#### **H.1.2 Level 2**

A level 2 employee will have limited previous experience or training in the industry and will act as an assistant to production personnel engaged in non-trade technical and creative duties. A level 2 employee may work without direct supervision as required. An employee at level 2 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

- (a) Assist in supervision of employees at level 1.
- (b) Competently perform all relevant tasks undertaken at level 1.
- (c) Demonstrate an understanding of production terminology and processes.
- (d) Undertake basic duties as assistant in relevant departments, including supervised maintenance, cleaning and storage of basic tools and equipment including costumes.
- (e) Demonstrate appropriate interpersonal skills, including problem solving with co-employees, performers and/or contractors or suppliers.
- (f) Undertake liaison and/or courier duties.

- (g) Provide basic assistance in production office and with the casting of extras.

### H.1.3 Level 3

A level 3 employee may hold a relevant trade certificate or its equivalent in a discipline or trade relevant to the industry, may have prior working experience in the industry and will have a good knowledge of technical and creative aspects of the industry. A level 3 employee will carry out duties under limited supervision. An employee at level 3 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

- (a) Exercise technical and/or creative skills in required skill areas at a basic trade equivalent or better.
- (b) Assist in supervision of employees at level 1 or 2.
- (c) Understand and apply quality and safety control techniques.
- (d) Exercise good interpersonal and communication skills, particularly in consultation with performers, production personnel, etc.
- (e) Have a basic capacity to innovate and fault find using a broad range of materials, tools and/or technologies for installation, maintenance and/or repair and/or fabrication and/or construction and/or operation.
- (f) Perform duties under the pressure of production deadlines.
- (g) Have a sound understanding of industry terminology and craft, and an understanding of industry aesthetics and production processes.
- (h) Carry out repairs to equipment, props, costumes etc.
- (i) Provide organisational assistance to a head of department or other senior employee.
- (j) Exercise discretion within the scope of their department and classification.
- (k) Undertake production office, secretarial and executive management support duties as required.
- (l) Assist in organisation or supervision of loading/unloading props, scenery and equipment.
- (m) Undertake duties as an assistant in relevant departments.

### H.1.4 Level 4

A level 4 employee will be an experienced industry employee who will work competently and with minimal supervision within their department or may manage a discrete part of the production process. An employee at level 4 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

- (a) Undertake creative and/or technical tasks in relevant departments.
- (b) Exercise technical and/or creative skills.
- (c) Understand and apply quality and safety control techniques.



- (d) Demonstrate a well developed understanding of industry craft and a developed understanding of industry aesthetics which is applied to the work performed.
- (e) Assist in the development and provision of training.
- (f) Carry out equipment maintenance and repairs to complex equipment as required.
- (g) Organise work and allocate work priorities.
- (h) Accurately generate and interpret reports and/or plans or designs.
- (i) Exercise discretion within the scope of the classification.
- (j) Supervise a work team or assist in the co-ordination of work across a number of departments.
- (k) Cast extras and liaise with agents in the casting process.
- (l) Assist in liaison with, and assist, performers.
- (m) Undertake supervision of some production office duties.
- (n) Provide specialist advice and/or equipment to the production.
- (o) Co-ordinate the provision of facilities for cast and crew on location/set.
- (p) Program and operate control systems, including software related to sound, lighting etc. or the mechanical operation of equipment or special effects.
- (q) Assist in the post-production process.

#### **H.1.5 Level 5**

A level 5 employee will be an experienced industry employee who may have undertaken advanced training. A level 5 employee will work competently at a high skill level without supervision as primary assistant to key technical and creative personnel. An employee at level 5 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

- (a) Exercise technical and/or creative skills at a high level.
- (b) Provide and develop training in association with other skilled technicians and production management.
- (c) Have a complex understanding of production industry craft and a well developed sense of production industry aesthetics which is applied to work performed.
- (d) Develop work programs and allocate priorities for a work team.
- (e) Well developed capacity to develop solutions to relevant problems using a wide variety of materials, tools and techniques including specialised technologies for fabrication and/or construction, repair, maintenance and installation of advanced equipment, etc.
- (f) Apply a range of specialist knowledge and provide specialised skills.

- (g) Develop and generate reports/plans/designs/drawings as required and assist in co-ordinating production schedules and timelines as required to meet deadlines.
- (h) Capable of unsupervised solo work.
- (i) Undertakes production co-ordination duties at the level of assistant to Production Manager.
- (j) Organise and manage the use of locations and liaison with local authorities as required.
- (k) Assist first Assistant Director, liaise with production office and location/set, monitor schedule, supervise extras.
- (l) Operate and perform SFX sequences.
- (m) Exercise advanced trade skills in the art and props departments.
- (n) Assist the Art Director.

#### **H.1.6 Level 6**

A level 6 employee will be an experienced industry employee who is capable of unsupervised work of a complex technical or creative nature. A level 6 employee may supervise a department on small scale productions or be deputy head of a department on a large scale production. An employee at level 6 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

- (a) Provide technical guidance to other employees.
- (b) Exercise high level skills in key technical and production support departments.
- (c) Prepare detailed reports as required in their area.
- (d) Assist in the development and provision of on-the-job training.
- (e) Operate, maintain and repair as required sophisticated/advanced equipment.
- (f) Design of sets, floor plans, construction plans etc.
- (g) Undertake all aspects of still photography.
- (h) Co-ordinate SFX sequences and sequences requiring animals.
- (i) Responsible for production accounting processes.
- (j) Supervision of make-up, hair and wardrobe departments.
- (k) Supervise cast and crew safety on set and location.

#### **H.1.7 Level 7**

A level 7 employee will be an experienced industry employee with considerable advanced training or its equivalent. An employee at level 7 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

- (a) Provide, develop and may supervise on-the-job training.

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- (b) Provide a major contribution to the development of work plans, timelines and budgets for Major Productions.
- (c) Co-ordinate the activities of a number of departments within a production environment and assist in the solution of budgetary and other complex difficulties which arise in the development of work plans and production schedules, etc.
- (d) Undertake duties of first assistant director.
- (e) Prepare complex integrated multi-department reports and plans/plots/drawings as required.
- (f) Work closely with designers and other senior creative staff in the development of concepts and plans etc.
- (g) Exercise considerable discretion within the classification.
- (h) Responsible, with heads of department, for ensuring satisfactory quality of work at department level.
- (i) Advanced understanding of production industry craft processes and aesthetics and applies that to the work performed.
- (j) Liaise with and assist performers, and plan and provide all necessary co-ordination for effective location or studio management.
- (k) Undertake key technical responsibilities including maintenance, set-up and operation of complex camera, lighting, construction and electrical equipment.
- (l) Oversee the satisfactory co-ordination of technical services.
- (m) Oversee the recruitment of staff in co-operation with heads of department.
- (n) Supervise and design SFX and SFX make-up.
- (o) Supervise business and technical arrangements and monitor budget adherence.
- (p) Control and operate complex audio-visual production and post-production equipment.
- (q) Control and direct all aspects of continuity.
- (r) Supervise post-production.
- (s) Design costumes.

### **H.1.8 Level 8**

A level 8 employee will work at a level above and beyond an employee at level 7 and exercise advanced skill, judgment and control in key production, technical, or creative management. An employee at level 8 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

- (a) Exercise key creative control of photography, sound and production design.
- (b) Direct second unit filming.

- (c) Perform duties as a senior department head or as senior creative personnel such as DoP, Production Designer or Sound Designer.
- (d) Supervise, design and direct complex creative processes as required.
- (e) Supervise the co-ordination of training.

#### **H.1.9 Level 9**

A level 9 employee will demonstrate advanced industry skills as a Director working in series or serials, documentaries, animated productions or similar productions. An employee at level 9 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

- (a) Undertake all duties of Director or Animation Director.
- (b) Integrate the work of performers and senior creative personnel to develop complex integrated work plans for Major Productions.
- (c) Exercise creative control of a production.
- (d) Develop complex plans as required.

#### **H.1.10 Level 10**

A level 10 employee will demonstrate advanced industry skills as a Director working in feature film, mini-series and one shot drama/telemovie productions. An employee at level 10 will be expected to satisfactorily fulfil or perform relevant indicative standards and tasks set out below:

- (a) Undertake all duties of Director.
- (b) Integrate the work of performers and senior creative personnel to develop complex integrated work plans for Major Productions.
- (c) Exercise creative control of all aspects of a production including script rights, principal casting rights, fine cut rights and mix rights.
- (d) Develop complex plans as required.

## Schedule I—Summary of monetary allowances

See clauses 14, 34, 46, 52, 61, 66, 74 and 83 (allowances) for full details of allowances payable under this award.

### I.1 Wage-related allowances:

The wage-related allowances in this award are based on the standard rate as defined in Clause 2—Definitions as the minimum weekly wage for a Grade 5 entertainment employee in clause 13.3 = **\$783.30**

Allowance	Clause	% of standard rate \$783.30	\$ per week unless stated otherwise
<b>General</b>			
First aid allowance:	14.2(a)		
Per week		2.00	15.67
Per hour		Weekly allowance / 38	0.41 per hour
Language allowance—Indigenous performer’s English proficiency:	14.2(b)		
Level 1—minimal	14.2(b)(i)	159.66	1250.62 per annum
Level 2—general	14.2(b)(i)	319.64	2503.74 per annum
<b>Television broadcasting</b>			
Broadcast operator’s Certificate of Proficiency allowance <sup>1</sup>	34.2(b)	1.80	14.10
Television operator’s Certificate of Proficiency allowance <sup>2</sup>	34.2(c)	3.49	27.34
Height allowance:	34.2(i)		
15 metres to 50 metres		0.93	7.28 per shift
51 metres to 90 metres		1.96	15.35 per shift
Over 90 metres		3.25	25.46 per shift
<b>Cinemas</b>			
Zone manager’s additional theatre supervision allowance:	62.2(a)		
Zone 1—per theatre		5.38	42.14 per theatre
Zone 1—maximum per week		32.29	252.93 per week
Zone 2—per theatre		3.77	29.53 per theatre
Zone 2—maximum per week		22.73	178.04 per week
<sup>1, 2</sup> These allowances are payable for for all purposes of this award			

**I.1.1 Adjustment of wage-related allowances**

Wage-related allowances are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.

**I.2 Other rates of pay—Actors:**

The following rates of pay in this award are based on the standard rate as defined in clause 2 as the minimum weekly wage for a Grade 5 entertainment employee in clause 13.3 = **\$783.30**.

**I.2.1 Interviews, auditions and screen tests (clause 13.9(c))**

Rate	Clause	% of standard rate \$783.30	\$
<b>General</b>			
Interview, audition and screen test rates:			
Screen test for television	13.9(c)	8.25	64.62 per screen test
Visual test only	13.9(c)	6.85	53.66 per screen test
Any other audition and/or screen test	13.9(d)	3.76	29.45 per hour or part thereof

**I.2.2 Engaged by the week in a serial drama or serial comedy (clause 13.8(d))**

Following an Annual Wage Review increase, the per episode rates in clause 13.8(d) are adjusted as follows:

No. of episodes in which work is performed in a week			
1 or 2	3	4	5
\$	\$	\$	\$
AWR	1 or 2 episode rate + (43.75% of 1 or 2 episode rate)	1 or 2 episode rate + 2 x (43.75% of 1 or 2 episode rate)	1 or 2 episode rate + 3 x (43.75% of 1 or 2 episode rate)

Where ‘AWR’ = adjusted in accordance with Annual Wage Review decision

**I.3 Expense-related allowances**

The following expense-related allowances will be payable to employees in accordance with clauses 14, 34, 46, 52, 61, 66, 74 and 83:

Allowance	Clause	Applicable CPI figure	\$
<b>General</b>			
Vehicle allowance:	14.3(a)	Private motoring sub-group	
Vehicle	14.3(a)(i)		0.78 per km
Motorcycle	14.3(a)(ii)		0.40 per km

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<b>Allowance</b>	<b>Clause</b>	<b>Applicable CPI figure</b>	<b>\$</b>
Uniform allowance:	14.3(c)	Clothing and footwear group	
Per rostered day			1.51 per day
Maximum per week			7.41 per week
<b>Television broadcasting</b>			
Meal allowance	34.3(a)	Take away and fast foods sub-group	17.60 per meal
<b>Radio broadcasting</b>			
Meal allowance, more than one meal a day away from home—announcers and broadcaster/journalists	46.3(a)(i)	Take away and fast foods sub-group	22.59 per second and subsequent meals
Meal allowance, more than two hours overtime without notice—technical staff	46.3(a)(ii)	Take away and fast foods sub-group	15.10 per occasion
<b>Journalists</b>			
Meal allowance, more than one meal a day away from home	52.2(a)	Take away and fast foods sub-group	20.71 per meal
Spectacles allowance	52.2(d)	Clothing and footwear group	111.30 per first frames
<b>Cinemas</b>			
Working away from usual place of work—employee required to provide own board and lodging:	62.3(b)	Private motoring sub-group	
Per day			81.88 per day
Maximum per week			Up to 409.41 per week
<b>Actors</b>			
Meal allowance—after not less than ten hours of work in a day	66.3(a)(i)	Take away and fast foods sub-group	17.37 per occasion
Travelling meal allowance:	66.3(a)(ii)	Take away and fast foods sub-group	
Breakfast			15.60 per meal break
Lunch			17.60 per meal break
Dinner			26.86 per meal break
Accommodation allowance:	66.3(d)	Private motoring sub-group	
Standard of a private home, homestead or hotel	66.3(d)(ii)		8.15 per day

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<b>Allowance</b>	<b>Clause</b>	<b>Applicable CPI figure</b>	<b>\$</b>
Standard of air-conditioned caravan or air-conditioned and sewered mining camp	66.3(d)(ii)		16.38 per day
Standard of shearer's quarters, mining camp or rough camping	66.3(d)(ii)		32.57 per day
Wardrobe allowance:	66.3(e)	Clothing and footwear group	
Own formal wear	66.3(e)(iv)		42.80 per outfit per week or part of week
Other wardrobe allowance	66.3(e)(iv)		25.50 per outfit per week or part of week
<b>Musicians</b>			
Travelling allowance—meals:	74.2(a)(iv)	Take away and fast foods sub-group	
Breakfast			13.35 per meal
Lunch			19.85 per meal
Dinner			26.35 per meal
<b>Motion picture production</b>			
Meal allowance on location:	83.2(a)	Take away and fast foods sub-group	
Lunch	83.2(a)(i)		12.29 per meal
Dinner	83.2(a)(ii)		18.86 per meal
Supper	83.2(a)(iii)		12.29 per meal
Laundry allowance	83.2(b)	Clothing and footwear group	8.30 per day
Accommodation allowance:	83.2(d)	Private motoring sub-group	
Standard of a private home, homestead or hotel	83.2(d)(i)		8.15 per day
Standard of air-conditioned caravan or air-conditioned and sewered mining camp	83.2(d)(ii)		16.38 per day
Standard of shearer's quarters, mining camp or rough camping	83.2(d)(iii)		32.57 per day

**I.3.1 Adjustment of expense-related allowances**

- (a) At the time of any adjustment to the standard rate, each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable



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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:

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

Parties are asked to comment on whether the Private motoring group is the relevant group for adjusting accommodation allowances in clauses 61.3(b), 66.3(e) and 83.2(d).  
Also, should the cost of spectacles be adjusted by the clothing and footwear group (which does not include the cost of prescription spectacles)?

## Schedule J—Supported Wage System

**J.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

**J.2** In this schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

**relevant minimum wage** means the minimum wage prescribed in this award for the class of work for which an employee is engaged

**supported wage system (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

### **J.3 Eligibility criteria**

**J.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

**J.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

## **J.4 Supported wage rates**

**J.4.1** Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

<b>Assessed capacity (clause J.5)</b>	<b>Relevant minimum wage</b>
<b>%</b>	<b>%</b>
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

**J.4.2** Provided that the minimum amount payable must be not less than **\$82** per week.

**J.4.3** Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

## **J.5 Assessment of capacity**

**J.5.1** For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

**J.5.2** All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

## **J.6 Lodgement of SWS wage assessment agreement**

**J.6.1** All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

**J.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

## **J.7 Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

## **J.8 Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

## **J.9 Workplace adjustment**

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

## **J.10 Trial period**

**J.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

**J.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

**J.10.3** The minimum amount payable to the employee during the trial period must be no less than \$82 per week.

**J.10.4** Work trials should include induction or training as appropriate to the job being trialled.

**J.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause J.5.

## Schedule K—National Training Wage

The National Training Wage schedule may be affected by [AM2016/17](#)

### K.1 Title

This is the *National Training Wage Schedule*.

### K.2 Definitions

In this schedule:

**adult trainee** is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

**approved training** means the training specified in the training contract

**Australian Qualifications Framework (AQF)** is a national framework for qualifications in post-compulsory education and training

**out of school** refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

**relevant State or Territory training authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

**relevant State or Territory vocational education and training legislation** means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

**trainee** is an employee undertaking a traineeship under a training contract

**traineeship** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

**training contract** means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

**training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

**Year 10** includes any year before Year 10

### **K.3 Coverage**

**K.3.1** Subject to clauses K.3.2 to K.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause K.7 to this schedule or by clause K.5.4 of this schedule.

**K.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause K.7 to this schedule.

**K.3.3** This schedule does not apply to:

- (a) the apprenticeship system;
- (b) qualifications not identified in training packages; or
- (c) qualifications in training packages which are not identified as appropriate for a traineeship.

**K.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

**K.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

**K.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

### **K.4 Types of Traineeship**

The following types of traineeship are available under this schedule:

**K.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

**K.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

**K.5 Minimum Wages**

**K.5.1 Minimum wages for full-time traineeships**

**(a) Wage Level A**

Subject to clause K.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause K.7 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	302.20	332.80	396.50
Plus 1 year out of school	332.80	396.50	461.40
Plus 2 years out of school	396.50	461.40	537.00
Plus 3 years out of school	461.40	537.00	614.80
Plus 4 years out of school	537.00	614.80	
Plus 5 or more years out of school	614.80		

**(b) Wage Level B**

Subject to clause K.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause K.7 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	443.80
Plus 2 years out of school	385.80	443.80	520.40
Plus 3 years out of school	443.80	520.40	593.60
Plus 4 years out of school	520.40	593.60	
Plus 5 or more years out of school	593.60		

(c) **Wage Level C**

Subject to clause K.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause K.7 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	434.30
Plus 2 years out of school	385.80	434.30	485.20
Plus 3 years out of school	434.30	485.20	540.60
Plus 4 years out of school	485.20	540.60	
Plus 5 or more years out of school	540.60		

(d) **AQF Certificate Level IV traineeships**

- (i) Subject to clause K.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause K.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

<b>Wage level</b>	<b>First year of traineeship</b>	<b>Second and subsequent years of traineeship</b>
	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>
Wage Level A	638.50	663.20
Wage Level B	616.00	639.70
Wage Level C	560.60	581.80

**K.5.2 Minimum wages for part-time traineeships**

(a) **Wage Level A**

Subject to clauses K.5.2(f) and K.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause K.7 are:



	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.94	10.96	13.05
Plus 1 year out of school	10.96	13.05	15.19
Plus 2 years out of school	13.05	15.19	17.66
Plus 3 years out of school	15.19	17.66	20.21
Plus 4 years out of school	17.66	20.21	
Plus 5 or more years out of school	20.21		

**(b) Wage Level B**

Subject to clauses K.5.2(f) and K.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause K.7 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.60
Plus 2 years out of school	12.70	14.60	17.13
Plus 3 years out of school	14.60	17.13	19.54
Plus 4 years out of school	17.13	19.54	
Plus 5 or more years out of school	19.54		

**(c) Wage Level C**

Subject to clauses K.5.2(f) and K.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause K.7 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.28
Plus 2 years out of school	12.70	14.28	15.95

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 3 years out of school	14.28	15.95	17.78
Plus 4 years out of school	15.95	17.78	
Plus 5 or more years out of school	17.78		

**(d) School-based traineeships**

Subject to clauses K.5.2(f) and K.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by clause K.7 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
9.94	10.96

**(e) AQF Certificate Level IV traineeships**

(i) Subject to clauses K.5.2(f) and K.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clauses K.5.2(f) and K.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	21.00	21.82
Wage Level B	20.24	21.03
Wage Level C	18.44	19.15

**(f) Calculating the actual minimum wage**

(i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses K.5.2(a)-(e) of this

schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses K.5.2(a)-(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses K.5.2(a)-(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

### **K.5.3 Other minimum wage provisions**

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

### **K.5.4 Default wage rate**

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause K.7 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

## **K.6 Employment conditions**

- K.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- K.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- K.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

**Note:** The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause K.5.2(f)(ii) and not by this clause.

**K.6.4** Subject to clause K.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

**K.7 Allocation of Traineeships to Wage Levels**

The wage levels applying to training packages and their AQF certificate levels are:

**K.7.1 Wage Level A**

<b>Training package</b>	<b>AQF certificate level</b>
Aeroskills	II
Aviation	I, II, III
Beauty	III
Business Services	I, II, III
Chemical, Hydrocarbons and Refining	I, II, III
Civil Construction	III
Coal Training Package	II, III
Community Services	II, III
Construction, Plumbing and Services Integrated Framework	I, II, III
Correctional Services	II, III
Drilling	II, III
Electricity Supply Industry—Generation Sector	II, III (III in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I, II, III (III in Western Australia only)
Financial Services	I, II, III
Floristry	III
Food Processing Industry	III
Gas Industry	III
Information and Communications Technology	I, II, III
Laboratory Operations	II, III
Local Government (other than Operational Works Cert I and II)	I, II, III
Manufactured Mineral Products	III
Manufacturing	I, II, III
Maritime	I, II, III
Metal and Engineering (Technical)	II, III

<b>Training package</b>	<b>AQF certificate level</b>
Metalliferous Mining	II, III
Museum, Library and Library/Information Services	II, III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II, III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II, III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I, II, III
Training and Assessment	III
Transport and Logistics	III
Water Industry (Utilities)	III

**K.7.2 Wage Level B**

<b>Training package</b>	<b>AQF certificate level</b>
Animal Care and Management	I, II, III
Asset Maintenance	I, II, III
Australian Meat Industry	I, II, III
Automotive Industry Manufacturing	II, III
Automotive Industry Retail, Service and Repair	I, II, III
Beauty	II
Caravan Industry	II, III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I, II, III
Extractive Industries	II, III
Fitness Industry	III
Floristry	II
Food Processing Industry	I, II
Forest and Forest Products Industry	I, II, III
Furnishing	I, II, III
Gas Industry	I, II

<b>Training package</b>	<b>AQF certificate level</b>
Health	II, III
Local Government (Operational Works)	I, II
Manufactured Mineral Products	I, II
Metal and Engineering (Production)	II, III
Outdoor Recreation Industry	I, II, III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II, III
Property Services	I, II, III
Public Safety	I, II
Pulp and Paper Manufacturing Industries	I, II
Retail Services	I, II
Screen and Media	I, II, III
Sport Industry	II, III
Sugar Milling	I, II, III
Textiles, Clothing and Footwear	I, II
Transport and Logistics	II
Visual Arts, Craft and Design	I, II, III
Water Industry	I, II

**K.7.3 Wage Level C**

<b>Training package</b>	<b>AQF certificate level</b>
Agri-Food	I
Amenity Horticulture	I, II, III
Conservation and Land Management	I, II, III
Funeral Services	I, II, III
Music	I, II, III
Racing Industry	I, II, III
Rural Production	I, II, III
Seafood Industry	I, II, III

## Schedule L—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:**

The amount of leave to be taken in advance is: \_\_\_\_ hours/days

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*[If the employee is under 18 years of age - include:]*

**I agree that:**

**if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.**

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

### Schedule M—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:**

The amount of leave to be cashed out is: \_\_\_\_\_ hours/days

The payment to be made to the employee for the leave is: \$\_\_\_\_\_ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_



## Schedule N—2016 Part-day Public Holidays

The part-day public holidays schedule may be affected by [AM2014/301](#)

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

- N.1** Where a part-day public holiday is declared or prescribed between 7.00pm and midnight on Christmas Eve (24 December 2016) or New Year's Eve (31 December 2016) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
  - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
  - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
  - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
  - (e) Excluding annualised salaried employees to whom clause N.1(f) applies, where an employee works any hours between 7.00pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
  - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00pm and midnight.
  - (g) An employee not rostered to work between 7.00pm and midnight, other than an employee who has exercised their right in accordance with clause N.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

This schedule is not intended to detract from or supplement the NES.

This schedule is an interim provision and subject to further review.