

# EXPOSURE DRAFT

## Live Performance Award 2016

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Live Performance Award 2010** as at 25 November 2016. This exposure draft does not seek to amend any entitlements under the Live Performance 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 [AM2014/276](#). 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 *Live Performance 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. The National Employment Standards and this award

- 2.1 The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.
- 2.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.
- 2.3 The employer must ensure that copies of the award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

### 3. 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 loading, when calculating any penalties or loadings or payment while they are on annual leave (see clauses 54.5 and 54.6)

**archival and/or reference recording** means an audio, visual or audio-visual recording of a performance or rehearsal which is:

- (a) not used for commercial sale or use or public broadcast and where:
- (i) the employer and employee agree in writing to make the recording; and
  - (ii) the employer keeps a record of all employees who participate in the recording;
- (b) is only made for the purposes of:

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- (i) an historical record or archival reference for use by the employer, rights holders, current employees, students or historians;
  - (ii) a performance reference for:
    - a performer/company dancer where more than one performer/company dancer is cast to perform the same role; or
    - for a musician to enable training and teaching; and
  - (iii) a guide to recreate the production when it is restaged, revised or in order to remount future productions.
- (c) An archival recording must remain under the control of the owner and is not to be used for any other purpose without the written agreement of all employees who participated in the recording. The terms and conditions of the written agreement are those negotiated between the employer and employees.

Parties are asked to comment on whether the provision in (c), concerning 'archival and/or reference recording' is an appropriate provision to include in an award.

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

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

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

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

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

**crewing services employer** means an employer that provides casual staff at concert and other venues where employees undertake work that involves the transportation, setting up, operation and dismantling of sound, lighting and associated equipment but

does not include employees of venues, producers, promoters or sound and/or lighting companies

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

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

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

**employee** means national system employee within the meaning of the Act

**employer** means national system employer within the meaning of the Act

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

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

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

**live performance industry** means:

- (a) producing, including pre-production and post-production, staging, lighting, audio and audio/visual, presenting, performing, administration, programming, workshops, set and prop manufacture; or otherwise undertaking live theatrical, performance art, operatic, orchestral, dance, erotic, variety, revue, comedy, multi-media, choral; or musical performances, productions, presentations, workshops, rehearsals or concerts which are performed or presented in the presence of an audience or recorded by any means; and
- (b) includes:
  - (i) the provision, sale, service or preparation of food or drink;
  - (ii) selling tickets by any means for, or in connection with, any such performances, productions, presentations, workshops, rehearsals or concerts; and
  - (iii) the operation of venues or other facilities, whether permanent or temporary, utilised for such performances, productions, presentations, workshops, rehearsals or concerts

**minor supporting role** is a role of lesser requirements than those that apply for a supporting role

**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 *Fair Work Act 2009* (Cth)

**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

**overdubbing** means where a producer requires a musician to play additional parts

**pantomime** means a production with an appeal primarily for children presented during the school holiday period

**performance** means a performance given by employees which is open to the general public on payment of an admission charge and/or for which the employer receives payment or other benefit

**performer** is an employee who takes part in a performance and includes an actor, singer, dancer, musician, understudy/swing performer, puppeteer, compere, comedian or any other type of performer

**place of residence** means the place where an employee ordinarily resides

**principal (musician) or principal musician** in any orchestra or band means:

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

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

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

- (a) accompany performers backstage, on stage, in a rehearsal room, or in the pit during rehearsals or auditions; and

(b) work as directed, including for any musical preparation to a production

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

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

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

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

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

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

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

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

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

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

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

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

**swing performer** is an employee who is engaged to understudy multiple roles in a production and who does not normally appear costumed on stage before an audience during the performance

**upper salary limit figure** will be equivalent to **300%** of the minimum hourly rate prescribed in clause 14.1 for a Live Performance Employee Level 7

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

#### **4. Coverage**

**4.1** This industry award covers employers throughout Australia in the live performance industry and their employees in the classifications set out in this award to the exclusion of any other modern award.

**4.2** **Live performance industry** means:

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

(b) includes:

(i) the provision, sale, service or preparation of food or drink;

(ii) selling tickets by any means, for or in or in connection with any such performances, productions, presentations, workshops, rehearsals or concerts; and

(iii) the operation of venues or other facilities, whether permanent or temporary, utilised for such performances, productions, presentations, workshops, rehearsals or concerts.

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

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

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

**4.5** This industry 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.

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

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

## **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:
- (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 practices**

- 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>
11.5	Casual employment – payment of wages	An individual
17.2	Annual leave in advance	An individual
17.6	Cashing out of annual leave	An individual
21.6	Production and support staff – substitution of public holiday	The majority of employees
33.3(c)(iii)	Times of rehearsal	An individual
34.1	Number of hours worked before break	The majority of employees
38.2(f)(vi)	Payment for participation in an archival/reference recording	An individual
52.1(g)	Cyclic rostering	An individual

## **Part 2—General Employment Conditions**

### **8. Types of employment**

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

### **9. Full-time employment**

Except as provided in clause 36.2:

- 9.1** 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, rate of pay and terms of engagement.

- 9.3** At the time of engagement the employer and the full-time employee will agree in writing on the arrangement of work, specifying at least:
- (a) the hours worked each day;
  - (b) which days of the week the employee will work; and
  - (c) the actual starting and finishing times each day.
- 9.4** Any agreed variation to the arrangement of work in clause 9.3 will be recorded in writing.

## **10. Part-time employment**

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

- 10.1** A part-time employee is:
- (a) engaged to perform less than 38 hours per week;
  - (b) has reasonably predictable hours of work; 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** An employee who does not meet the definition of a part-time employee in clause 10.1 and who is not a full-time employee will be paid as a casual employee in accordance with clause 11.
- 10.3** At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least:
- (a) the hours worked each day;
  - (b) which days of the week the employee will work;
  - (c) and the actual starting and finishing times each day.
- 10.4** A copy of the agreement in clause 10.3 must be provided to the employee.
- 10.5** Changes in hours may only be made by written agreement between the employer and employee. Any agreed variation to the regular pattern of work will be recorded in writing and a copy given to the employee.
- 10.6** A part-time employee must be rostered for a minimum of four hours on any shift.
- 10.7** All time worked in excess of the agreed number of hours in clause 10.3 or varied in accordance with clause 10.5 will be overtime and paid for at the appropriate overtime rate.
- 10.8** A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the minimum hourly rate prescribed for the appropriate classification.

## 11. Casual employment

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

- 11.1** A casual employee is an employee engaged and paid as a casual employee.
- 11.2** An employer when engaging a casual must inform the employee of the following:
- (a) that they are employed as a casual;
  - (b) who they are employed by;
  - (c) their hours of work;
  - (d) their classification level; and
  - (e) their rate of pay.
- 11.3** For each ordinary hour worked a casual employee must be paid:
- (a) the minimum hourly rate for the appropriate classification; and
  - (b) a loading of **25%** of the minimum hourly rate.
- 11.4** The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.
- 11.5** Casual employees must be paid at the end of each engagement, but may agree to be paid weekly or fortnightly.
- 11.6** On each occasion a casual employee is required to attend for work they are entitled to a minimum payment of three hours at the appropriate rate.

## 12. Weekly employment

Parties are asked to clarify whether the award should clarify the entitlements of a 'weekly employee'. I.e. are they paid as a full-time or casual employee and are they entitled to paid leave?

A weekly employee is an employee who is engaged and paid by the week.

## 13. Classifications

The classifications in which employees may be employed are set out in Schedule A—Classification Definitions.

## 14. Minimum wages

- 14.1** An employer must pay employees the following minimum wages for ordinary hours worked by the employee:

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<b>Live Performance employee</b>	<b>Category</b>	<b>Minimum weekly rate</b>	<b>Minimum hourly rate</b>
		\$	\$
Level 1	Production and Support Staff Level 1 (Induction/Training)	672.70	17.70
Level 2	Production and Support Staff Level 2	731.50	19.25
Level 3	Production and Support Staff Level 3	768.40	20.22
Level 4	Production and Support Staff Level 4	783.30	20.61
Level 5	Production and Support Staff Level 5	807.60	21.25
Level 6	Production and Support Staff Level 6	832.30	21.90
Level 7	Company Dancer Level 1, Performer Category 1 Grade 1	854.60	–
Level 8	Company Dancer Level 2, Production and Support Staff Level 7	885.70	23.31 <sup>1</sup>
Level 9	Musician, Performer Category 1 Grade 2, Performer Category 2	897.90	–
Level 10	Company Dancer Level 3, Production and Support Staff Level 8	916.20	24.11 <sup>1</sup>
Level 11	Company Dancer Level 4, Musician required to accompany artists, Opera Principal	945.20	–
Level 12	Company Dancer Level 5	977.00	–
Level 13	Company Dancer Level 6, Technical Manager	1012.40	–
Level 14	Company Dancer Level 7, Principal Musician, Vocalist	1054.60	–
Level 15	Conductor-Leader	1144.10	–
<sup>1</sup> Rates apply to Production and Support Staff Classifications only. For rates for other classifications see Part 5—Performers and Company Dancers, Part 6—Musicians and Part 7—Striptease Artists.			

**14.2** Further minimum wages for Performers and Company Dancers and Striptease Artists are set out in clauses 31 and 44 respectively.

**14.3 Higher duties**

- (a) An employee engaged for more than four hours during one day on work carrying a higher rate of pay than their ordinary classification must be paid at the higher rate for all work done on that day.

- (b) An employee engaged for less than four hours during one day on work carrying a higher rate of pay than their ordinary classification must be paid the higher rate for the actual time worked at the higher classification.

#### 14.4 Payment of wages

- (a) Wages will be paid weekly or fortnightly according to the actual hours worked for each week or fortnight.
- (b) Casual employees will be paid within 15 minutes of the conclusion of their work but may agree to be paid weekly or fortnightly.

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *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.

#### 14.5 Supported wage system

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

#### 14.6 School-based apprentices

There are no apprentice provisions contained in the award. Should the school-based apprentices schedule be deleted?

For school-based apprentices, see Schedule D—School-based Apprentices.

#### 14.7 National training wage

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

### 15. General allowances

- 15.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. (Additional allowances may be payable under clauses 31, 32, 38, 45, 51, and 54). See Schedule B for a summary of monetary allowances and method of adjustment.

#### 15.2 Expense-related allowances

- (a) **Reimbursement of expenses**

Where an employer authorises an employee to incur expenses in the course of the employee's employment, the expense will be reimbursed by the employer upon the employee providing a tax invoice and receipt.

- (b) **Use of vehicle allowance**

An allowance of **\$0.78** per kilometre will be paid to an employee who is requested by the employer to use their own motor vehicle in the performance of their duties.

**(c) Late night transport**

Where an employee is detained at work until it is too late to travel home by the last train, tram or other regular public transport, the employer will provide that employee with proper transport to their home.

**(d) Laundry allowance**

**(i) Weekly and full-time employees**

Where the employer does not launder uniforms, a weekly or full-time employee will be paid a laundry allowance of **\$3.46** per week for blouses and shirts and **\$9.00** per week for other garments.

**(ii) Other than weekly and full-time employees**

For employees other than weekly and full-time employees, a laundry allowance of **\$2.78** per day will be paid up to a maximum of **\$12.52** per week.

**15.3 Expense related travel allowances**

**(a) Travel**

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

**(b) Travel to and from airports**

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

**(c) Accommodation**

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

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

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

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

**(d) Meals while travelling**

An employee required to travel must be paid an allowance for meals of **\$54.93** per day to a maximum of **\$274.58** per week.

**(e) Incidentals allowance while travelling**

An employee required to travel must be paid an allowance for incidentals of **\$15.13** per day to a maximum of **\$75.77** per week.

**(f) Eligibility**

(i) Clauses 15.3(c), (d) and (e) will not apply:

- with respect to an employee who is engaged to work at a single location away from their place of residence for a specific period of 12 months or more; or
- where an employee is engaged for a local show.

(ii) The provisions in clause 15.3(f) will apply as though the place of residence of the employee had been correctly stated, where an employer:

- avoids or seeks to avoid the operation of this clause by inducing any employee or prospective employee to misrepresent their place of residence; or
- engages an employee where they know that the place of residence of an employee or prospective employees has been misrepresented.

Parties are asked to consider whether clause 15.3(f)(ii) is required in a modern award?

**(g) Transportation of luggage and instruments**

(i) The employer will reimburse an employee for the transportation of an employee's luggage when travelling up to a maximum weight of 40 kilograms and any bulky instrument required for employment.

(ii) The employer will reimburse the employee for the cost of insurance of the employee's luggage and instruments for loss, theft or damage when travelling.

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

See Schedule B for a summary of monetary allowances.

## **16. Superannuation**

### **16.1 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.

### **16.2 Employer contributions**

An employer must make such superannuation contributions 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.

**16.3** Despite the provisions of clause 16.1(a), an employer must also make superannuation contributions to a superannuation fund on behalf of a performer younger than 18 years of age as if the performer were 18 (excluding extras, doubles and stand-ins) if:

- (a) the juvenile is engaged on a 12 week contract or longer;
- (b) the juvenile has been employed in the entertainment industry for a minimum of six professional engagements; or
- (c) the juvenile has been employed in the entertainment industry for a minimum of 30 days.

### **16.4 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 16.2.
- (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 16.4(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 16.4(a) or (b) was made.

## **16.5 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 16.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 16.2 and pay the amount authorised under clauses 16.4(a) or (b) to one of the following superannuation funds or its successor:

- (a) Media Super;
- (b) AustralianSuper;
- (c) CareSuper;
- (d) Sunsuper;
- (e) HOSTPLUS;
- (f) Tasplan;
- (g) 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
- (h) a superannuation fund or scheme which the employee is a defined benefit member of.

## **17. Annual leave**

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

### **17.2 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 17.2 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

- (c) The employer must keep a copy of any agreement under clause 17.2 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 17.2, 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.

**17.3 Annual leave loading**

- (a) Before the start of an employee’s annual leave, the employer must pay the employee their ordinary weekly wage plus a loading of **17.5%** of the employee’s ordinary weekly wage.
- (b) The loading is not payable to an employee who takes annual leave wholly or partly in advance; provided that, if the employee’s employment continues until the day when they would have become entitled to annual leave, the loading then becomes payable in respect of the period of that leave and is to be calculated by applying the ordinary rate of pay applicable on that day.
- (c) The loading is not payable for periods of service of less than 12 months.

Parties are asked whether clause 17.3(c) should be reviewed as leave accrues progressively under the NES.

- 17.4** When the employment of an employee is terminated by their employer for a cause other than misconduct, and at the time of the termination the employee has not taken the whole of the annual leave to which they became entitled, they must be paid the loading for the period of leave not taken.

**17.5 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.

**17.6 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 17.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 17.6.
- (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 17.6 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 17.6 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 17.6 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 17.6.

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 17.6.

Note 3: An example of the type of agreement required by clause 17.6 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

#### **17.7 Excessive leave accruals: general provision**

Note: Clauses 17.7 to 17.9 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 has an **excessive leave accrual** if the employee has accrued more than 8 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 17.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 17.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

#### **17.8 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 17.7(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 17.7, 17.8 or 17.9 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 17.8(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.

#### **17.9 Excessive leave accruals: request by employee for leave**

- (a) Clause 17.9 comes into operation from 29 July 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 17.7(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 17.8(a) that, when any other paid annual leave arrangements (whether made under clause 17.7, 17.8 or 17.9 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 17.7, 17.8 or 17.9 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).

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

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

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

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

## **20. Community service leave**

Community service leave is provided for in the NES.

## **21. Public holidays**

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

**21.2** An employee whose rostered time off falls on a public holiday as provided for in this clause will be:

- (a) allowed an additional day off at a time to be agreed between the employer and the employee; or
- (b) be paid an additional day's pay instead within seven days of the holiday.

**21.3 An employee engaged by the week as a performer or a company dancer**

- (a) For work on Good Friday, Christmas Day and Labour Day or its equivalent in any State or Territory, or on any day substituted for any of those holidays, the

employee will be entitled to payment of **25%** of the employee's weekly wage in addition to the employee's weekly wage for the week.

- (b) For work on other public holidays the employee will be entitled to payment of **16.7%** of the employee's weekly wage in addition to the employee's weekly wage for the week.
- (c) In the event that work is not performed on a public holiday such day will be regarded for the purposes of clause 33.4 and all other purposes under this award as a day on which had occurred one of the eight or two of the 12 performances per week provided for in clause 33.4 as the case may be.
- (d) A performer required to travel on a public holiday or any other day on which the employee would otherwise be rostered off work, will, unless paid according to the provisions of this clause for work on that day, be entitled to payment of **8.3%** of the employee's weekly wage in addition to the employee's weekly wage for the week.
- (e) If a company dancer is required by the employer to travel on a public holiday, the employee will be given a day off in the following week, provided that if a day off instead is not provided, the employee will be paid **8.3%** of the weekly wage in addition to the wage for the week for travel of up to three hours duration, and the minimum hourly rate for each half hour or part thereof for travel in excess of three hours.
- (f) A performer whose rostered time off falls on a public holiday as provided for in this clause will be allowed an additional day off at a time to be agreed between the employer and the employee, or be paid an additional day's pay instead within seven days of the holiday.
- (g) Employees engaged as casuals will be entitled to payment for work on public holidays of double the performance rate per performance or **200%** of the hourly rate for rehearsals with a minimum payment as for four consecutive hours.

#### **21.4 Musicians**

All work done by a full-time, part-time or casual musician on a public holiday must be paid for at **200%** of the minimum hourly rate.

#### **21.5 Production and Support staff**

All employees who work on a public holiday, whether part of an ordinary roster or work cycle or not, will be paid **200%** of the minimum hourly rate with a minimum payment as for four hours.

- 21.6** An employer and their employees may agree to substitute another day for any prescribed by the NES. For this purpose, the consent of the majority of affected employees will constitute agreement. An agreement will be recorded in writing and be available to every affected employee.

## 21.7 Part-day public holidays

For provision relating to part-day public holidays see Schedule H—2016 Part-day Public Holidays.

## Part 3—Consultation and Dispute Resolution

### 22. Consultation about major workplace change

#### (a) Employers to notify

- (i) 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.
- (ii) **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.

#### (b) Employers to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 22(a), 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.
- (ii) 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 22(a).
- (iii) 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.

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

- (a) 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.
- (b) The employer must:
  - (i) 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);
  - (ii) 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
  - (iii) 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.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

## **24. Dispute resolution**

- 24.1** 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.
- 24.2** 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 24.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 24.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 24.4** 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.

- 24.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

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 4—Termination of Employment and Redundancy**

### **25. Termination of employment**

- 25.1** Notice of termination is provided for in the NES.

#### **25.2 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.

#### **25.3 Special notice required for performers and company dancers**

- (a)** Except in the case of an employee engaged for a run or a casual, a minimum of two weeks' notice of termination is required.
- (b)** In the case of an employee engaged for the run of the play or plays, the employer must give the employee not less than three weeks' notice in writing of the conclusion of the tour, season or run except in a case where the tour, season or run has occupied five weeks or less at the time of the giving of the notice when the period of the notice will be not less than two weeks.
- (c)** If the employee has been employed by the employer for a consecutive period of 14 months from the date of the employee's opening performance, the engagement may be terminated by either party giving four weeks' notice of such termination in writing to the other party. Such notice must not be given so as to take effect while the company in which the employee is performing is in New Zealand, Tasmania, Perth or Newcastle or is in direct transit between any such places.

#### **(d) Failure to produce or present production**

If the employer fails to produce or present the production for which the employee is definitely engaged or if the run of the play or plays for which the

employee is definitely engaged is less than four weeks, the employer will pay to the employee in satisfaction of all claims, excepting claims in relation to any money due to the employee for travel and rehearsal, a sum of money not less than four weeks wages at the employee's prescribed rate of pay unless the engagement of the employee was originally for a lesser period than four weeks, in which case the employer will pay to the employee in satisfaction of all claims, excepting claims in relation to any money due for travel and rehearsal, a sum of money equivalent to the wages for that period of engagement.

**(e) Employee no longer required for specific part**

Should the employer deem it necessary or desirable that the employee should not play the part for which they were engaged, the employer may during the rehearsal period or within two weeks from the date on which the employee has first played the said part and notwithstanding anything hereinafter contained, either give the employee notice in writing terminating their engagement and replace the employee in that part within three weeks from the date on which the said notice is given, or where possible, employ them in an alternative role.

**26. Redundancy**

Redundancy pay is provided for in the NES.

**27. 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.

**28. 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 this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

**29. Job search entitlement**

**29.1 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.

**29.2 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 5—Performers and Company Dancers**

**30. Types of employment**

**30.1** An employee may be engaged:

- (a) weekly for the run of the play or plays;
- (b) on an ongoing weekly basis;
- (c) on a weekly part-time basis; or
- (d) as a casual.

**30.2 Engagement by the week**

- (a) To become entitled to be treated as being engaged by the week, employees will perform such work as is agreed upon in writing.
- (b) Where no agreement has been entered into, employees will perform such work as the employer from time to time requires on the days and during the hours usually worked by the class of employees affected.

**30.3 Contract of engagement**

An employee may only be engaged for a run of the play or plays if such engagement is confirmed in writing.

**31. Minimum wages**

**31.1** The minimum wages for performers and company dancers are set out in clause 14—Minimum wages.

**31.2** Classification descriptors are set out in Schedule A—Classification Definitions.

### 31.3 Performers in school tours

Performers engaged in school tours are to be paid the minimum rates set out as follows:

- (a) Rehearsals—the performer rate in clause 14.1.
- (b) Performances—the performer rate as set out in clause 14.1 plus **10%**.

Parties are asked to confirm whether clause 31.3 should refer to the Performer Category 1 Grade 1 rate?

### 31.4 Weekly part-time employees (supernumeraries)

- (a) Supernumeraries engaged by the week will be paid an hourly rate of **\$25.02** or a weekly part-time rate of **\$475.30** for up to 19 hours work.

Parties are asked to confirm if \$475.30 is a minimum payment per week.

- (b) Supernumeraries on tour will be paid the Performer Category 1 Grade 1 rate of pay in clause 14.1 and the applicable travel allowances set out in clause 15.3.

### 31.5 Juveniles

#### (a) 14 years of age and under

- (i) Not on tour—**45%** of the total minimum weekly rate as set out in clause 14.1 for a Performer Category 1, Grade 1 or Grade 2.
- (ii) On tour—applicable adult rate in clause 14.1.

#### (b) Over 14 years of age and under 16 years of age

- (i) Not on tour—**55%** of the total minimum weekly rate in clause 14.1 for a Performer Category 1, Grade 1 or Grade 2.
- (ii) On tour—applicable adult rate in clause 14.1.

### 31.6 Casuals

#### (a) Performance

- (i) Casual employees who are 16 years or older will be paid **16.7%** of the appropriate weekly adult rate in clause 14.1, plus a loading of **25%** for each performance.
- (ii) The maximum length of a performance will be three hours (2.5 hours for company dancers) exclusive of any making up or taking off.

#### (b) Rehearsals

- (i) An employee who is 16 years or older and is required to rehearse will be paid **\$37.60** per hour for the first hour (minimum).

- (ii) Each half hour or part thereof after the first hour will be paid at **\$37.60**.
- (iii) If the employee wants to leave the rehearsal before completing one hour of rehearsal, the employee will be paid **\$18.80** per half hour or part thereof for the actual time worked.

(c) **Casual employees on tour**

Casual employees on tour will be paid the applicable travel allowances in clause 15.3.

(d) **Supernumeraries**

Casual supernumeraries will be paid **\$26.63** per hour with a minimum call of three hours for performances and two hours for rehearsals.

(e) **Cancellation of engagement**

- (i) If an engagement that has been made is cancelled by the employer less than 10 days before the date of the performance for which the employee was engaged, the employee will receive payment in full.
- (ii) If an open air performance is postponed because of rain the employee will receive half the fee if re-engaged for a subsequent presentation not later than three weeks after the date of the postponement, otherwise the employee will receive full payment.

**31.7 Auditions**

If the number of auditions requested by an employer exceeds three in a 28 day period, the potential employee will be paid for each audition at the casual rate as prescribed in clause 31.6(b).

**31.8 Special provisions for company dancers**

(a) **Training level**

- (i) Engagement of dancers at a training level will be subject to agreement between the employer concerned and the prospective employee. The agreement will include all aspects of the traineeship including the applicable rate of pay. In reaching agreement on specific traineeships the standard principles applying to traineeships will apply.
- (ii) An employee engaged at the training level will be paid between **\$657.60** and **\$771.40** per week.
- (iii) Despite clause 31.8(a)(ii) a company dancer who is less than 16 years old and engaged as a full-time member of the company will be paid no less than the relevant adult minimum wage.

(b) **Auditions**

An employee required to participate on an audition panel must be paid for their participation at the appropriate call rate.

See Schedule B.2 for a summary of hourly rates of pay, including overtime and penalties.

## **32. Allowances**

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

### **32.2 Wage-related allowances**

**(a) Nude allowance**

An employee who agrees to appear nude or semi-nude will be paid no less than an additional **\$21.54** per week.

**(b) Assistant Stage Manager**

An employee who is required to act as an Assistant Stage Manager as part of their duties will be paid an additional **\$42.30** per week.

**(c) Driver**

An employee who is required to perform work as driver or a person in charge whilst on tour will be paid no less than an additional **\$54.83** per week.

**(d) Special attendance before commencement of employment—other than television or radio**

**(i)** A prospective employee may be required to attend at the employer's place of business, a still photographic studio or another location agreed between the employer and the prospective employee for the purposes of wardrobe, fitting, publicity, public relations, still photography or any matter connected with the employer's business (except radio or television appearances and/or interviews).

**(ii)** The employer will pay the prospective employee for the time of the attendance at the casual rehearsal rate prescribed in clause 31.6(b), with a minimum payment for three hours.

**(iii)** In addition, the employer will pay the prospective employee for the cost of travel to any venue or location.

**(iv)** The attendance will be within the ordinary hours of work prescribed in clause 33—Ordinary hours of work and rostering.

**(e) Special attendance during period of employment—other than television or radio**

**(i)** Where an employer directs an employee to attend at the employer's place of business, a still photographic studio or another location agreed between the employer and the prospective employee for the purposes of wardrobe, fitting, publicity, public relations, still photography or any other matter connected with the employer's business (except radio or

television appearances and/or interviews) the time of the attendance will be counted as time worked with a minimum payment for two hours for each attendance.

- (ii) Where a special attendance is required before, during or after a rehearsal or performance call, the time of the special attendance will be counted as time worked.

**(f) Making of an advertisement—television or radio**

Where an employee performs in a segment of a production that is filmed or otherwise recorded for publicity purposes and that is made into an advertisement for the purpose of being transmitted by television or radio as paid advertisement for the production, that employee will be paid **\$38.38** per hour with a minimum payment as for four hours.

**(g) Recording of a live production**

Except as provided for in clause 32.2(f), recording of a live production will be subject to the following:

- (i) the terms and conditions for a recording of a live production will be agreed between the employer and the employee in writing before recording begins; and
- (ii) the employer will give the employees reasonable written notice of the intention to record a live production before the recording is proposed to take place.

**(h) Allowances applicable to Performers**

**(i) Understudy weekly allowance**

If an employee is required by the employer to act as understudy, the employee will be paid an additional amount for each part as follows:

<b>Part understudied</b>	<b>\$ per week</b>
Star role	53.11
Leading role	37.91
Supporting role	22.79
Minor supporting role	18.17

**(ii) Understudy per performance allowance**

If an employee is required to perform in a part in which they are acting as understudy, the employee will be paid an additional amount per performance as follows:

<b>Part performed</b>	<b>\$ per performance</b>
Star role	113.89
Leading role	75.82
Supporting role	45.59
Minor supporting role	36.35

(iii) Agreement may be reached between a swing performer and the employer that the employee can appear costumed on stage once during the performance for one musical number that will not exceed 10 minutes duration.

(iv) **Dance Captain allowance**

A member of the ensemble of performers who acts as dance captain or who under the direction of the employer or the employer’s representative supervises the work of the ensemble of performers will be paid a minimum of **\$40.57** extra per week in addition to their weekly rate.

(i) **Deputy Ballet Master/Mistress (for Company Dancers)**

(i) A member of the company of dancers who acts on a regular basis as Deputy Ballet Master/Mistress and who, under the direction of the Artistic Director, supervises classes and performs other related additional duties, will be paid a minimum of **\$95.48** extra per week in addition to their weekly rate.

(ii) A member of the company of dancers who, on the direction of the Artistic Director supervises classes on an irregular basis will be paid a minimum of **\$47.70** extra per class in addition to their weekly rate.

**32.3 Expense-related allowances**

(a) **Wardrobe and make-up**

(i) The employer will reimburse employees for the cost of:

- special body make-up other than facial make-up if required by the employer;
- make-up for supernumeraries; and
- shoes of suitable physical requirement as required by a performance.

(ii) Where the employer provides special body make-up, make-up for supernumeraries or required shoes, the reimbursement in clause 32.3(a)(i) will not be payable.

(iii) An employee required by the employer to provide any suit, frock, costume, stockings, leotards and fleshings, wigs and wig appurtenances and haberdashery or other article, not in the employee’s possession will be reimbursed their actual cost.

- (iv) Where the articles prescribed in clause 32.3(a)(iii) are already in the employee's possession, the employer will pay the employee an allowance of **\$8.20** per week for each article supplied by that employee with a minimum payment of **\$10.50** per week. An additional **\$4.15** per week will be paid for each pair of shoes required by the employer for use in performance or rehearsal.

**(b) Special shoe allowance applicable to Company Dancers**

- (i) The employer will reimburse employees the cost of:
- pointe shoes as required;
  - at least eight pairs of flat ballet shoes per year; and
  - appropriate footwear for use on non-dance surfaces where a work is specifically choreographed for such a surface.
- (ii) Where the employer provides the shoes prescribed in clause 32.3(b)(i) the reimbursement will not be payable.

See Schedule B for a summary of monetary allowances.

**33. Ordinary hours of work and rostering**

**33.1** A prospective employee may be required by the employer to attend for the purposes of wardrobe, fitting, publicity, public relations, still photography or any matter connected with an employer's business (except radio or television appearances and/or interviews) and will be paid for each attendance, including travel time, at the casual rehearsal rate prescribed by clause 31.6, with a minimum payment for three hours.

**33.2 Performers**

**(a) General conditions**

- (i) The ordinary hours of work are 38 hours in any one week.
- (ii) Ordinary hours will be worked between 9.00 am and 11.15 pm on no more than six days in any one week.
- (iii) Ordinary hours will not exceed eight hours in any one day.
- (iv) The minimum time to be credited to an employee for each whole time performance or dress rehearsal given will be 2.5 hours and 30 minutes before the start of the performance for dressing and making up, and 15 minutes at the end of the performance for dressing down.
- (v) The minimum time to be credited to an employee for each performance up to one hour in duration or dress rehearsal will be one hour and 30 minutes before the start of the performance for dressing and making up, and 15 minutes at the end of the performance for dressing down.

- (vi) The minimum time to be credited to an employee for each rehearsal or any extra session such as wardrobe and photo calls will be two hours. However, where extra calls are held either immediately before or after a rehearsal or performance call they will only be counted as time worked.
- (vii) The employer will have the right to lay off an employee at the applicable award rate for no more than three weeks in a period of 26 weeks (pro rata for any period of less than 26 weeks), provided that:
  - lay-off time may be accumulated to a total of three weeks; and
  - a lay-off will only be applied on movement of a production from one theatre to another, except by mutual agreement between the employer and the employee.
- (viii) Payments made in a broken week or where a production is transferred from one location to another and where layoff time is not applicable will be on the following basis:
  - rehearsal days at the beginning of the engagement will be paid at one sixth of the employee's salary;
  - performances at the conclusion of the engagement will be paid at one eighth of the employee's salary; and
  - where a production is transferred from one location to another and where layoff time is not applicable and where a mix of performing and non-performing days occur, the employee will receive their ordinary performance salary in full.

**(b) Rosters**

An employee will be given at least 24 hours' notice of any change in their rehearsal and/or performance scheduled hours except during the seven day period before the opening performance in which case 12 hours' notice will be given.

**(c) Country tour**

Where an employee is engaged on a country tour, travel will occur as follows:

- (i) on any day on which a performance or rehearsal is to be held—between 9.00 am and 4.00 pm; and
- (ii) on any other day—between 9.00 am and 7.00 pm.

**(d) Travel time to be counted as time worked**

Where an employer requires an employee to travel during the course of a normal day's work, the travelling time including regular stops for comfort and refreshment will be counted as time worked.

**(e) Organisation of work**

- (i) An employee will be given a break of 11 clear hours between finishing one day's work and starting another.
- (ii) On a day on which no performance is worked, the hours worked will be continuous except for the breaks prescribed in clause 34.
- (iii) Within the ordinary daily hours of work employees may be required to undertake:
  - vocal and physical warm up immediately prior to a performance or dress rehearsal sufficient to minimise injury; and
  - classes and/or notes reasonably required to be completed by the employer.
- (f) A rehearsal may not be held on a day when more than one performance of a substantially whole time nature is given, except in the case of an emergency and with the agreement of the majority of the cast.

Parties are asked to clarify what is meant by 'substantially whole time nature'. (See also clause 33.3(d)(iii)).

**(g) School tours**

- (i) The ordinary hours during which a school performance may be held will be within the usual school hours in that school and up to one hour after usual school hours, provided that an employee is not required to be at any central pick-up point more than one hour before the usual school starting time.
- (ii) There will be a break of at least 40 minutes clear of any dressing, undressing, making up or taking-off make-up provided for lunch.

Parties are asked to clarify the interaction between clause 33.2(g) and 36.2. Are the breaks in clauses 33.2(g)(ii) and (iii) unpaid?

- (iii) There will be a break of at least 15 minutes between the end of one performance and the start of another performance in the same school.
- (iv) An employee will not, on any one day, be required to make more than one move from one school to another.
- (v) By mutual agreement between the employee and the employer an employee will travel as directed by the employer.
- (vi) Where an employee requests to make their own way to the next working venue and the employer agrees, the employee will be paid the travelling allowance that would have been paid if they had travelled by the form of transport that the employer would have provided or that the employer did provide to the remainder of the company.

- (vii) The number of performances constituting a week's work will not exceed 10 when the performances are no longer than 1.5 hours duration each (or two hours inclusive of discussion after performance).
- (viii) The number of performances constituting a week's work will not exceed 15 when the performances are no longer than one hour duration each.
- (ix) A performer will be paid an extra **10%** of their minimum rate for each performance in excess of 10 or 15 (as the case may be).

### **33.3 Company Dancers**

#### **(a) General conditions**

- (i) The ordinary hours of duty will not exceed 38 hours in any one week.
- (ii) No more than seven hours and 36 minutes on any one day will be worked.
- (iii) The employer will use their best endeavours to schedule five classes a week that will be compulsory and counted as time worked.
- (iv) Where the performance and rehearsal schedule of an individual employee is onerous or where some other special circumstance exists, the employer may make prior arrangements with an employee that the employee need not attend a scheduled class. Non-attendance under clause 33.3(a)(iv) is to be without loss of pay.
- (v) Any non-attendance at a class (without reasonable explanation) other than in accordance with clause 33.3(a)(iv), or as elsewhere prescribed in this award, will be subject to loss of pay.
- (vi) The minimum time to be credited to an employee for a whole time performance or dress rehearsal will be 3.75 hours (inclusive of warm-up, dressing and making up, and warm-down, undressing and removing make-up). An employee will be credited with 3.75 hours of working time for each performance in which the employee takes part.
- (vii) Thirty minutes will be allowed for a warm-up/class before the employee will be required to perform or rehearse.
- (viii) The preparation time referred to herein and the warm-up time provided under clause 33.3(a)(vii) will be regarded in total and it will be at the discretion of the employee as to the order in which preparation and warm up are carried out.

- (ix) An employee will be given a break of 12 hours clear of warm-up, dressing, making up, warm-down, undressing and removing make-up between finishing one day's work and starting another. In the case of travelling and/or schools work on the following day, the break may be reduced to 11 hours if necessary.

**(b) Rosters**

- (i) A roster of performance and rehearsal hours will be provided by the employer weekly, giving the employee at least three days' notice of their forthcoming schedule.
- (ii) A copy of the roster will be made available to each employee and a master copy will be prominently displayed on a noticeboard.
- (iii) An employee will be given at least 48 hours' notice of any change in their rehearsal and/or performance hours except in the case of emergency, or during the seven day period before the opening performance, in which case 12 hours' notice will be given.

**(c) Times of rehearsal**

During a week in which only rehearsals are held and no performance is given, the following provisions will apply:

- (i) The maximum number of hours worked per week will be 38 hours.
- (ii) Rehearsals will be held on Monday to Friday.
- (iii) Despite clause 33.3(c)(ii) a rehearsal may be held on a Saturday if the employee is given a day off instead on the following Monday or on some other day as mutually agreed. As far as possible the other day off will be in the week following the Saturday rehearsal.
- (iv) A maximum of seven hours and 36 minutes will be worked on any one day.
- (v) Rehearsals will not start before 9.30 am and will finish by 6.30 pm.
- (vi) By mutual agreement between the employer and employee rehearsals may be held in the afternoon and evening. In such cases rehearsals will not start before 1.30 pm and will finish by 10.30 pm, except in the week prior to the start of a new production, where rehearsals will finish by 11.00 pm.
- (vii) A break of at least one hour for lunch will be given between 12 noon and 2.00 pm.
- (viii) Where afternoon and evening rehearsals are agreed upon under clause 33.3(c)(vi) there will be a 1.5 hour dinner break between 5.00 pm and 7.30 pm. By mutual agreement between the employer and the employee, the length of the break may be varied. However, in no case will the dinner break be less than one hour.

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- (ix) When more than one rehearsal call or call for other work is made on one day, a one hour break, clear of any dressing, undressing, redressing and make-up, will be given to employees after each four hours of work.
- (x) A 15 minute rest break will be given:
  - in the morning following class; and
  - during the afternoon or evening rehearsal session.
- (xi) In the period of one week before the start of a new production, a maximum of 44 hours may be worked in the six days, Monday to Saturday.
- (xii) No rehearsal may be required on Christmas Day or Good Friday.
- (xiii) All rehearsals will be regarded as continuous from the starting time to the finishing time each day, except by mutual agreement.

### (d) Rehearsal and performance

- (i) The maximum number of ordinary hours worked in any week in which performances and rehearsals take place will not exceed 38 hours.
- (ii) A maximum of seven hours and 36 minutes will be worked on any one day.
- (iii) No rehearsal may be held on a day when more than one whole time performance is held except in the case of an emergency cast replacement.
- (iv) On any day in which one performance only is given, one rehearsal/class of four hours may be held by the employer except as otherwise provided in this award. The rehearsal/class will not start before 10.30 am, unless otherwise agreed, and will end no later than four hours before the call for the next performance of the employer's production.

### (e) Performance

- (i) The ordinary hours during which a performance may be held will be from 10.00 am (start of a performance) to 11.30 pm (end of a performance) on any six days Monday to Saturday.
- (ii) Should a performance extend beyond 11.30 pm the employee will be paid **200%** of the minimum rate for all time worked after 11.30 pm.
- (iii) There will be at least 45 minutes clear of warm-up, dressing, undressing, make-up or taking off make-up between the end of one performance and the start of another performance on the same day except by mutual agreement.
- (iv) If there is a break of less than two hours between the end of one performance and the start of the next performance on the same day, the employer will:
  - provide the employee with a satisfactory meal; or

- pay to the employee an amount of **\$17.42** instead of the meal.
- (v) A performance will not exceed 3.75 hours in duration, provided that in the case of a performance with two intervals, the maximum performance time will be four hours. The 3.75 or four hours will include warm-up, dressing and making up time and taking off make-up and undressing time as specified in clause 33.3(a).
- (vi) An employee will be credited with at least 3.75 hours of working time for each performance.

### 33.4 Number of performances

- (a) The maximum number of performances for which the ordinary weekly rate is paid will be:

	Performance length	Maximum number of performances
Performers	A substantially whole time production or pantomime	8
	Up to one hour in duration	12
Company Dancers	A substantially whole time production or pantomime	7
	Up to one hour in duration	10

- (b) Where additional performances are undertaken as part of the ordinary hours of work the following provisions will apply:
- (i) in the case of additional performances of a substantially whole time production (excepting pantomimes), the employee will be paid **12.5%** of their minimum weekly rate for each additional performance exceeding eight;
  - (ii) in the case of additional performances of pantomime exceeding eight but not exceeding 12, the employee will be paid an additional **12.5%** of their minimum weekly rate for the first performance exceeding eight and then an additional **6.25%** of their minimum weekly rate for each performance in excess of the ninth performance in any such week; and
  - (iii) in the case of performances up to one hour in duration, an additional payment of **10%** of their minimum weekly rate for each performance exceeding 12.
- (c) If an employee is engaged by the week pursuant to clause 30.2 to appear in two or more different contemporaneous productions for the same employer, each production will be deemed to be a separate week's engagement for the purpose of clause 33.4.
- (d) Despite clause 33.4(c), when one of the productions is a pantomime the employee will be paid an additional **12.5%** of their minimum weekly rate for each performance exceeding eight in a week.

### **34. Breaks**

**34.1** No employee will be required to work continuously in excess of four hours, or by agreement with a majority of the cast involved five hours, without a substantial break for a meal, recuperation and/or refreshment.

**34.2** An unpaid break will be given as follows:

(a) one hour if taken before 4.00 pm; or

(b) 1.5 hours if taken after 4.00 pm.

**34.3** During rehearsals a reasonable refreshment break will be provided to employees to be counted as time worked.

**34.4** There will be a break of at least 45 minutes clear of dressing, undressing, making up or taking off make-up between the end of one performance and the start of another performance on the same day. If there is a break of less than two hours between the end of one performance and the start of the next performance on the same day, the employer will:

(a) provide the employee with a satisfactory meal, including tea and coffee; or

(b) pay the employee an amount of **\$27.06** instead of the meal.

**34.5** There will be a clear break of 90 minutes between the end of a full rehearsal and the start of another full rehearsal or performance.

### **34.6 Breaks for travel**

The minimum breaks for travel will be as set out below, except where the employer and the employee agree otherwise:

(a) There will be no work done by an employee on a day in which travel to and from the following places occurs:

(i) Sydney/Perth;

(ii) Brisbane/Perth; and

(iii) Melbourne/Perth.

(b) Where an employee is required to travel other than as specified above, a two hour break will be given between arrival at the destination and any rehearsal call or performance.

## 35. Overtime and penalty rates

Consideration of TOIL provisions has been referred to [AM2014/276](#) – see [\[2016\] FWCFB 6591](#) at paragraph [11]

### 35.1 Performers engaged by the week or for a longer period

- (a) All time worked in excess of eight hours on any one day will be paid for at **150%** of the minimum hourly rate for the first two hours and **200%** of the minimum hourly rate after that.
- (b) Subject to 35.1(c) all time worked in excess of 38 hours in any one week will be paid at **150%** of the minimum hourly rate for the first two hours and **200%** of the minimum hourly rate after that.
- (c) An employee will be paid **150%** of the minimum hourly rate for all hours worked in excess of an average of 38 hours per week during an engagement, or during each 12 month period from the first date of engagement, whichever is the earlier. The overtime will be paid at the end of the period for which the payment is made.

### 35.2 General—applicable to weekly or casual engagements

Where any of the intervals or breaks due to an employee are restricted or extended beyond the hours specified under this award, the employee will be paid overtime at the rate of **150%** of the minimum hourly rate for each 15 minutes or part thereof of the restriction or extension.

### 35.3 Performers engaged casually other than supernumeraries

- (a) A casual employee, other than a supernumerary, will be paid an additional **8.3%** of the casual rate for each half hour or part thereof that the employee is required to work or is detained by the employer for any other reason past 11.30 pm. The payment is made in addition to any other payments for overtime, etc. and the minimum rate of pay applicable to the employee.
- (b) A casual employee, other than a supernumerary, will be paid an additional **16.7%** of the casual rate for each half hour or part thereof in excess of three hours that the employee is detained:
  - (i) for a performance that is longer than three hours; or
  - (ii) by the employer during an engagement for a performance (excluding dressing/making up and dressing/removing make-up etc.).

### 35.4 Company Dancers

#### (a) Engaged by the week or for a longer period

- (i) The employee's minimum hourly rate of pay will be calculated by dividing the minimum weekly rate by 38.
- (ii) For the purposes of calculating overtime, each day's overtime will stand alone. Overtime will be calculated strictly on the basis of actual time worked.

- (iii) Where an employee is paid for an extra performance pursuant to clause 33.4(b)(i) and (iii), the hours paid for in relation to that extra performance will not be taken into account when calculating the weekly total of hours.
- (iv) Overtime is all work performed in excess of:
  - the prescribed weekly total of hours;
  - outside the prescribed spread or range of hours; or
  - as the result of a prescribed break or interval having been restricted or extended beyond the hours specified.
- (v) All overtime will be paid for at **150%** of the minimum hourly rate for the first two hours and **200%** of the minimum hourly rate after two hours.
- (vi) In the case of an emergency cast replacement where a rehearsal is held on a day when two performances are given, overtime will be paid at **150%** of the minimum hourly rate for the first two hours and **200%** of the minimum hourly rate after two hours for the duration of the rehearsal period.

**(b) Engaged casually**

A casual employee will be paid an additional **8.3%** of the appropriate casual rate for each half hour or part thereof that the employee is required to work or is detained by the employer for any other reason past 11.30 pm. The payment is made in addition to any other payments for overtime, etc. and the minimum rate of pay applicable to the employee.

**35.5 Sundays**

For any work performed on Sundays, including rehearsal, the minimum rates per performance or three hour rehearsal session will be as follows:

**(a) Payment for employees engaged by the week or for a longer period**

- (i) Where the time worked is in addition to the employee's prescribed weekly hours of work, the employee will be entitled to an additional payment of an amount equivalent to **33.3%** of the employee's minimum weekly rate.
- (ii) Where the time worked is part of the employee's prescribed weekly hours of work, the employee will be entitled to an additional payment of an amount equivalent to **16.7%** of the employee's minimum weekly rate provided that, the employee's hours of work in that week will be arranged to provide the employee with one complete day off duty in that week.

**(b) An employee required by the employer to travel on a Sunday will be:**

- (i) given a day off in the following week; or

- (ii) paid an additional **8.3%** of the employee's minimum weekly rate for travel of up to three hours duration, and for each half hour or part thereof of travel in excess of three hours the employee will be paid an additional **100%** of their minimum hourly rate.

**(c) Payment for employees engaged casually**

A casual employee will be entitled to payment for work on Sundays as follows:

- (i) for a performance, **200%** of the prescribed minimum rate per performance; or
- (ii) for a rehearsal, **200%** the prescribed casual hourly rehearsal rate in clause 31.6 with a minimum payment as for four consecutive hours.

## **Part 6—Musicians**

### **36. Types of employment**

#### **36.1** A musician may be engaged:

- (a) weekly for the run of the play or plays in a particular place or places;
- (b) on an ongoing weekly basis;
- (c) on a weekly part-time basis; or
- (d) casually.

#### **36.2** Weekly employees

- (a) A musician will be engaged for a minimum of six calls per week and paid as a weekly employee for at least one week. The employer will confirm the terms of engagement in writing where the employee requires.
- (b) The weekly rate of pay will be paid to each weekly employee who is ready and willing to perform the work provided by the employer during any week, whether the employee is required to perform the work or not. This provision will apply to all engagements whether for open air performances or otherwise.
- (c) Where a musician is engaged as a weekly employee for any fixed number of calls per week, the number of calls will not be reduced unless at least one week's notice is provided.
- (d) Where a musician is required by an employer to go on tour, the employee will be deemed to be in the employment of the employer from at least the time at which the employee begins to travel on the tour and is deemed to remain in that employment at least until they finish travelling on the return from the tour.

#### **36.3** Part-time weekly employee

- (a) A part-time weekly employee will be an employee engaged for a minimum of two calls per week and a maximum of six calls per week for a period of at least

four consecutive weeks. The employer will confirm the terms of engagement in writing where the employee requires.

- (b) A part-time weekly employee will be entitled to the same conditions of employment that a weekly employee is entitled to under this award. The entitlement will be proportionate to the average hours worked by the employee per week.

### 36.4 Casual employees

- (a) An employee who is not engaged as a weekly employee or part-time weekly employee will be engaged as a casual employee.
- (b) At least 48 hours' notice will be given of cancellation of a casual engagement either personally or to an address provided to the employer by the employee at the time of engagement. Where an employer fails to give 48 hours' notice, full payment will be made.

## 37. Minimum wages

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

### 37.2 Weekly employees

- (a) Musicians will be engaged by the call, with a minimum payment of three hours.
- (b) The minimum weekly rate for musicians is the minimum hourly rate set out below multiplied by the number of hours worked.

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

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

### 37.3 Casual employees

- (a) The minimum rate of pay for casual employees will be
  - (i) the minimum hourly rate prescribed in clause 37.2(b), and
  - (ii) a loading of **25%** of the minimum hourly rate.
- (b) Casual employees will be paid for a minimum of three hours' for each engagement.

**37.4 Conductor-Leader**

- (a) Where there are three or more musicians, a Conductor-Leader will be paid the appropriate rate plus a loading of **13.3%** of that rate.
- (b) A Conductor-Leader employed in grand opera, grand ballet, concerts or religious performance will be paid the appropriate rate plus a loading of **10%** of that rate.

**37.5 Instrumentalist playing alone**

An instrumentalist playing alone will be paid the appropriate rate plus a loading of **17.5%** of that rate.

**37.6 Repetiteur rate**

A repetiteur will be paid the appropriate rate plus a loading of **12.5%** of that rate.

**38. Allowances**

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

**38.2 Wage-related allowances**

**(a) Doubling allowance**

- (i) Where an employee is required to double on one or more additional instruments a doubling allowance will be paid as follows:

<b>Instrument supplied by</b>	<b>Rate per additional instrument per call</b>
Musician	\$14.10 or 14.5% of the total minimum call rate (whichever is the greater)
Employer	\$10.18 or 9.5% of the total minimum call rate (whichever is the greater)

- (ii) **Percussionists**

A percussionist will receive the doubling allowance in clause 38.2(a) in respect of each of the xylophone, vibraphone, tympani, and either the marimba and glockenspiel but not both.

**(b) Supply of music**

An employee required to supply their own music will receive the following allowance:

- (i) weekly employee—**\$10.18** per week; or
- (ii) casual employee—**\$31.33** per call.

(c) **Soloists**

An employee performing solo in an orchestra will receive **\$5.48** per instrument per call.

(d) **Setting up time**

Where a drummer or electronic instrumentalist is required by the employer to move their equipment to and from their place of employment, they will receive in addition to their normal rate an allowance equal to 15 minutes of work at the ordinary time rate of pay.

(e) **Employee playing in specialty entertainments**

Where an engagement customarily accepted as speciality is for more than six days, the rate will be the appropriate rate plus a loading of **66.7%** of that rate.

(f) **Broadcast, telecast, filmed or recorded**

Where an employee is broadcast, telecast, filmed or recorded from a theatre or other place of entertainment, in addition to the appropriate rate of pay the employee will receive:

- (i) **\$109.82** per performance for a televised performance, and:
- if a Principal, the payment in clause 38.2(f)(i) and an additional **25%**;
  - for doubling, **25%** extra per additional instrument per call; and
  - for overdubbing, an additional minimum call fee,
- (ii) a minimum payment of **\$118.43** per radio broadcast for a call up to three hours in which there can be 21 minutes of finished material, and:
- if a Principal, the payment in clause 38.2(f)(ii) and an additional **25%**;
  - for doubling, **25%** extra per additional instrument per call;
  - for overdubbing, an additional minimum call fee; and
  - for any time worked in excess of the initial three hour call in respect of completion of the initial 21 minutes of finished recording, the employee will be paid **150%** of the minimum hourly rate, with a minimum payment of one hour,
- (iii) **\$225.75** per simulcast (radio and television, single use within Australia), and:
- if a Principal, the payment in clause 38.2(f)(iii) and an additional **25%**,
- (iv) **\$162.14** for each audio-visual or visual recording of a performance, and
- if a Principal, the payment in clause 38.2(f)(iv) and an additional **25%**;
  - and
  - for doubling, **25%** extra per additional instrument per call;

- for overdubbing, an additional minimum call fee,
- (v) **\$118.43** for each audio recording of a performance for which there can be 21 minutes of finished material, and:
  - if a principal, the payment in clause 38.2(f)(v) and an additional **25%**; and
  - for doubling, **25%** extra per additional instrument per call;
  - for overdubbing, an additional minimum call fee;
  - to record more than 21 minutes of finished material, the employee will be paid **150%** of the minimum hourly rate for a minimum of one hour.
- (vi) The provisions of clause 38.2(f) will not apply to an archival and/or reference recording as defined in clause 3—Definitions. By agreement between an employer and an employee who participated in an archival and/or reference recording the employer will pay those employees no less than the applicable rate set out in paragraphs 38.2(f)(i) to (v).

### **38.3 Expense-related allowances**

#### **(a) Upkeep allowances**

- (i) An employee who supplies one or more instruments must be paid an instrument upkeep allowance as follows:
  - weekly employees—**\$12.93** per instrument per week; and
  - casual employees—**\$1.62** per instrument per call.
- (ii) A harpist must be paid an instrument upkeep allowance as follows:
  - weekly employees—**\$28.65** per week; and
  - casual employees—**\$4.27** per call.
- (iii) Where a percussionist provides the complete percussion kit, or a substantial part of the percussion kit, they must be paid **\$10.33** per week in addition to their ordinary rate of pay.

See Schedule B for a summary of monetary allowances.

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

Subject to the overtime provisions in clause 41, the duration of a call will not exceed three hours and will include all intervals and breaks as time worked.

### **40. Breaks**

- 40.1** All employees will be entitled to a break of at least 15 minutes in each call of more than two hours.

- 40.2** For the purposes of clause 40.1, **break** means a period in which an employee will not be required to perform musical services and will count as time worked.
- 40.3** Employees will be entitled to at least one hour's break between two or more calls per day and the break will not count as time worked.

#### **41. Overtime and penalty rates**

Consideration of TOIL provisions has been referred to [AM2014/276](#) – see [\[2016\] FWCFB 6591](#)

- 41.1** All time worked on Monday to Saturday over or outside the prescribed time of any call will be paid for at **150%** of the minimum rate.
- 41.2** Despite clause 41.1, all time worked between 12 midnight and 7.00 am will be paid for at **200%** of the minimum rate.
- 41.3** Any call in excess of two worked on any one day will be paid for at **150%** of the minimum rate.
- 41.4** Overtime payments will be made in respect of each quarter hour or part thereof, provided that where the time limit of a call is exceeded by five minutes or less, that time will not be counted for the purposes of calculating overtime payments.
- 41.5** If an employee is directed to appear at a call which starts within one hour of the end of a call at which that employee has appeared, the employee will be paid for the second call at the overtime rates prescribed in this clause unless there has been a complete change of audience between the two calls.
- 41.6 Sundays**
- (a) Except as otherwise provided in this award, all work performed on Sundays will be paid for at the following rates:
- (i) Weekly employees—**200%** of the minimum rate with a minimum payment as for three hours.
- (ii) Casual employees—**200%** of the minimum rate.
- (b) An employee who is required by their employer to travel on a Sunday will be paid **\$11.30** in addition to the applicable allowances in clause 15.2, unless paid the Sunday rate in clause 41.6.

### **Part 7—Striptease Artists**

#### **42. Types of employment**

- 42.1** Employees under this award will be employed in one of the following categories:
- (a) full-time employees;

- (b) part-time employees; or
- (c) casual employees.

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

**42.3 Full-time employees**

- (a) An employer may employ full-time employees in any classification in clause 43.
- (b) The hours of work of a full-time employee are an average of 38 hours per week.
- (c) The arrangement for working the average of 38 hours per week is to be agreed between the employer and the employee.
- (d) At the time of engagement the employer and the full-time employee will agree in writing on the arrangement of work, specifying at least:
  - (i) the hours worked each day;
  - (ii) which days of the week the employee will work; and
  - (iii) the actual starting and finishing times each day.
- (e) Any agreed variation to the arrangement of work under clause 42.3(d) will be recorded in writing.
- (f) All time worked in excess of the hours agreed under clause 42.3(d) or (e) will be overtime and paid for at the rates prescribed in clause 48—Overtime.
- (g) For each ordinary hour worked, a full-time employee must be paid the minimum hourly rate for the appropriate classification.
- (h) For all ordinary time worked between 7.00 am Sunday and 7.00 am Monday, a full-time employee will be paid **175%** of the appropriate minimum hourly rate.
- (i) A shift cannot be longer than 10 hours.

**42.4 Part-time employees**

- (a) An employer may employ part-time employees in any classification in clause 43.
- (b) A part-time employee is an employee who:
  - (i) works less than 38 hours per week;
  - (ii) has reasonably predictable hours of work; and
  - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

- (c) At the time of engagement the employer and the part-time employee will agree in writing, on a regular pattern of work, specifying at least:
  - (i) the hours worked each day;
  - (ii) which days of the week the employee will work; and
  - (iii) the actual starting and finishing times each day.
- (d) Any agreed variation to the regular pattern of work in clause 42.4(c) will be recorded in writing.
- (e) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.
- (f) An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 42.5.
- (g) All time worked in excess of the hours as mutually arranged under clause 42.4(c) or (d) will be overtime and paid for at the rates prescribed in clause 48—Overtime.
- (h) For each ordinary hour worked, a part-time employee must be paid the appropriate minimum hourly rate.
- (i) For all ordinary time worked between 7.00 am Sunday and 7.00 am Monday, a part-time employee will be paid **175%** of the appropriate minimum hourly rate.
- (j) A shift cannot be longer than 10 hours.

#### **42.5 Casual employment**

- (a) An employer may employ casual employees in any classification in clause 43.
- (b) A casual employee working in an entertainment venue, including venues housing peepboxes, will be paid the appropriate minimum hourly rate for each ordinary hour worked, plus the following additional loadings for work performed:
  - (i) between 7.00 am Monday and 7.00 am Saturday—**25%**;
  - (ii) between 7.00 am Saturday and 7.00 am Sunday—**50%**;
  - (iii) between 7.00 am Sunday and 7.00 am Monday—**75%**; and
  - (iv) on public holidays prescribed in this award—**100%**.
- (c) A casual employee is entitled to a minimum payment for two hours work or two performances on each occasion the casual employee is required to attend work.
- (d) A shift cannot be longer than 10 hours.
- (e) Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

**(f) Casual agency employees**

- (i) Casual employees booked by an agency on a public holiday prescribed in this award will be paid as per clause 42.5(b)(iv).
- (ii) Casual employees of the agency may refuse work offered on short notice or if previously booked.
- (iii) Casual employees working for an agency will be paid per hour.
- (iv) Casual employees of an agency may accept employment from other agencies or entertainment venues provided they do not accept bookings or shifts that conflict with each other.
- (v) A casual agency employee will not accept private bookings not made by an agency.
- (vi) A casual agency employee will contact the agency if unable to attend a booking and the agency will be responsible for re-booking another employee.

**43. Classifications**

**43.1 Bar/waiting staff** means a bar attendant or waiter, personnel wearing skimpy lingerie, bikini, see-through, topless or g-string costumes, or going nude.

**43.2 Performer** means a person performing a striptease act, erotic dance, tabletop dance, podium dance, private dance, lapdance or peepshow performance. Industry trends may call these performances by another name but will be recognised as the same performances under this award.

**44. Minimum wages**

An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:

	<b>Minimum weekly rate</b> \$	<b>Minimum hourly rate</b> \$
Bar/waiting staff	718.60	18.91
Performer	731.50	19.25

**45. Allowances**

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

**45.2 Wage-related allowances**

**(a) Cancellation rate**

If employees arrive at a booking and the booking has been cancelled without notice, the employee will receive a cancellation rate of **30%** of the rate the employee would have been paid.

**(b) Country bookings**

All bookings for country hotels or taverns are to be for a minimum of two performances or for a minimum of three hours for bar/waiting staff per day away.

**(c) Parades**

If the employee is to participate in a parade representing the employer's business, and that participation exposes nipples, buttocks or genitalia, an allowance of **\$25.85** will be paid for each parade.

**(d) Photographs**

**(i)** If the employee is to be photographed or filmed for the purpose of promoting or advertising the employer's business or for merchandise or magazine articles promoting the employer's business, the employer will specify in writing to the employee all details of the engagement including:

- the way in which the work will be photographed or otherwise recorded; and
- the purpose for which the work, photograph, film, tape or other record will be used.

**(ii)** All employees will be required by the employer to sign the document setting out the above details prior to starting work. Once an employee signs the document the employee will be responsible for carrying out the work specified in the document unless prevented from doing so due to factors beyond their control.

**(iii)** An employer must not use the photograph, film or other record of the employee for any purpose other than the purpose specified in writing to the employee at the time of engagement.

See Schedule B for a summary of monetary allowances.

## **46. Rostering**

- 46.1** All employees will receive a copy of the shift roster for the coming week or weeks at least seven days in advance.
- 46.2** A timetable roster for performances for each shift will include performers' names, performance times, meal break and finish time. The roster will be posted on a noticeboard in the dressing room at least one hour before the start of the shift.
- 46.3** A timetable roster for each shift for bar/waiting staff will include staff names, start time, meal break and finish time. The roster will be posted on a staff noticeboard at least one hour before the start of the shift.
- 46.4** The roster may be varied by mutual agreement at any time or by the employer giving seven days' notice.
- 46.5** Where practicable, two weeks' notice of rostered day or days off will be given provided that the days off may be changed by mutual agreement or because of sickness or other causes over which the employer has no control.
- 46.6** Clause 46 will not apply to employees booked by an agency, except where the agency booking arrangement with the employee provides regular work to an entertainment venue in respect of the employee.

## **46.7 Rest period**

- (a) All employees will have at least 12 hours' rest between shifts.
- (b) All employees on tour will have at least 12 or hours' rest between the last evening show and the matinee.

## **47. Breaks**

- 47.1** An employee, including a casual employee, who is required to work for five or more hours in a day must be given an unpaid meal break of at least 30 minutes. The break must be given no earlier than one hour after starting work and no later than six hours after starting work.
- 47.2** An employee is required to work more than two hours' overtime after finishing their rostered hours must be given an additional paid break of 20 minutes.
- 47.3** Employees performing striptease, erotic dancing, tabletop or podium dancing will be given a break of at least 30 minutes between the end of one performance and the start of another.
- 47.4** All employees on tour will have a break of at least three hours between a matinee and an evening booking.

## 48. Overtime

Consideration of TOIL provisions has been referred to [AM2014/276](#) – see [\[2016\] FWCFCB 6591](#)

### 48.1 Full-time and part-time employees

- (a) A full-time employee will be paid overtime rates for all time worked in excess of or outside the rostered hours agreed under clauses 42.3(d) or (e).
- (b) A part-time employee will be paid overtime rates for all time worked in excess of the rostered hours agreed under clauses 42.4(c) or (d).
- (c) The overtime rate payable to an employee is **150%** of the minimum hourly rate for the first two hours and **200%** of the minimum hourly rate after two hours.
- (d) The overtime rate payable to an employee working on a rostered day off is **200%** of the minimum hourly rate for all time worked that day. A minimum payment of four hours is payable to the employee even if they work for less than four hours.
- (e) If starting work at the employee's next rostered starting time would mean that the employee did not receive a full 12 hours break then:
  - (i) the employee may, without loss of pay, start work at such a later time as is necessary to ensure that they receive a break of at least 12 hours; or
  - (ii) the employer must pay the employee overtime rates for all work performed until the employee has received a break of at least 12 hours.

## Part 8—Production and Support Staff

### 49. Types of employment

#### 49.1 Full-time employees

A full-time employee will be engaged to work 38 ordinary hours or an average of 38 ordinary hours per week and subject to the provisions of clause 52—Ordinary hours of work and rostering.

#### 49.2 Part-time employees

- (a) A part-time employee is an employee who:
  - (i) is engaged by the week;
  - (ii) works less than 38 hours per week;
  - (iii) has reasonably predictable hours of work; and
  - (iv) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

- (b) For each ordinary hours worked, a part-time employee must be paid the appropriate minimum hourly rate.

(c) **Overtime**

A part-time employee will be entitled to the overtime rates prescribed in clause 54—Overtime and penalty rates for work performed:

- (i) by agreement, in excess of their ordinary weekly rostered hours; and
  - (ii) in excess of 38 hours per week.
- (d) A part-time employee will be rostered for a minimum of four consecutive hours on each shift.

**49.3 Casual employees**

- (a) A casual employee is engaged by the hour for a minimum of three consecutive hours.
- (b) The employment of a casual employee may be terminated without notice by either the employee or employer subject to payment for a minimum of three hours and to the employee working the time covered by that minimum payment.
- (c) For each ordinary hour worked, a casual employee will be paid:
  - (i) the minimum hourly rate for the appropriate classification; and
  - (ii) a loading of **25%** of the minimum hourly rate.

**49.4 Seasonal employees**

- (a) A seasonal employee is a weekly employee engaged either as full-time or part-time on a fixed term contract.
- (b) The duration of a seasonal contract will be determined in advance by agreement and the following provisions will apply:
  - (i) the contract may be renewed as often and for the time periods as agreed between the employer and employee;
  - (ii) conditions of employment will be those applying to full-time or part-time employees covered by this award; and
  - (iii) where a new contract is offered and taken up immediately after the expiry of a previous contract, employment is treated as if it were continuous for entitlement purposes.

**50. Minimum wages**

Minimum wages for Production and Support Staff are set out in clause 14.1.

## **51. Allowances**

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

### **51.2 Wage-related allowances**

#### **(a) Transmission or recording allowance**

Where a performance is to be recorded or transmitted by any means, including but not limited to radio or television transmission or film, video or audio recording, and whether transmitted live or recorded for later transmission, exhibition, distribution or sale, all production employees who perform work on that performance will receive a single payment recording allowance of **\$124.54** in addition to the rate they would otherwise have received for that performance, provided that:

- (i)** the recording allowance will only be paid when the recording transmission takes place during a performance;
- (ii)** one payment will only be made under the provisions of clause 51.2(a) even though recording of a production may take place over a series of performances;
- (iii)** where a performance is recorded for sound only or transmitted by radio only, the provisions of clause 51.2(a) will apply to sound technicians only;
- (iv)** the provisions of clause 51.2(a) will not apply to:
  - extracts of a performance or performances which are recorded or transmitted for news, publicity or promotional purposes, including paid television or radio commercials for that performance or season of performances;
  - a performance or performances which are recorded for training, educational or archival purposes, provided that the hirer undertakes in writing to the employer that such recordings will not be used for public broadcast, exhibition, distribution or sale; and
  - occasions when the only purpose of the hiring is the recording or transmission of a performance, even though a non-paying audience may be present;
- (v)** the recording allowance is not to be recorded as ordinary pay for the purpose of this award insofar as the calculation of overtime, penalty, shift and annual leave loading payments are concerned; or
- (vi)** where the employer proposes an exclusion from payment of the recording allowance as provided for in clause 51.2(a)(iv), the employer will provide all production employees with seven days' notice of any such performance provided that where the recording or transmission is arranged with less than seven days' notice, all production employees will

be provided with notice as soon as arrangements for the relevant recording or transmission are made.

### **51.3 Expense-related allowances**

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

- (i)** The employer will pay an employee (other than a cleaner) a meal allowance of **\$17.42** for each meal break occurring before the employee's finishing time where the employee has worked between 12 midnight and 8.00 am and continues to work beyond 8.00 am. The meal allowance will not be payable where the employee commences work at or after 5.00 am.
- (ii)** The employer will pay an employee a meal allowance of **\$17.42** where the employee is required to work two performances back to back. The meal allowance will not be payable where the employer provides a suitable meal.

#### **(b) Tools and equipment allowance**

- (i)** The employer will pay an allowance of **\$9.22** per week to heads of departments required to supply their own tools.
- (ii)** Employees other than heads of departments who are required to supply basic tools (limited to a hammer, brace/punch driver and wrench) will be paid an allowance of **\$0.95** per day.
- (iii)** Employees will be reimbursed the cost of all mechanical property or light requirements including torches. Provided that the reimbursement will not be payable where the employer provides all mechanical property or light requirements including torches.

See Schedule B for a summary of monetary allowances.

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

### **52.1 Weekly employees**

- (a)** The ordinary hours of work for weekly employees, other than part-time employees, will be 38 hours per week.
- (b)** Ordinary hours may be worked Monday to Sunday between 7.00 am and 12 midnight.
- (c)** Despite clause 52.1(b), a Production and Support Staff employee engaged specifically as a cleaner may be rostered to work ordinary hours between 12 midnight and 7.00 am and will receive an additional loading of **20%** of the minimum hourly rate for such work.
- (d)** The number of ordinary hours to be worked on any day will be a minimum of four hours and a maximum of 12 hours to be worked in no more than two periods. Each period will be continuous except for meal breaks.

- (e) Full-time employees will be entitled to two rostered days off work for every period of seven days. The rostered days off will be consecutive wherever reasonably possible, provided that the rostered days off may by agreement accumulate up to a maximum of six days.
- (f) Weekly employees must be notified of their shifts seven days' in advance by means of a roster placed in the staff room for access by all employees. The employer must give an employee at least seven days' notice if any variation to the roster is intended, except in the case of emergency.
- (g) **Cyclic rostering**
  - (i) Cyclic rostering (that is, working hours other than as provided for in clause 52.1) may be implemented at the enterprise by agreement between the employer and the majority of employees concerned.
  - (ii) Where cyclic rostering is implemented, the ordinary hours of work will be an average of 38 hours per week and will not exceed 152 hours over 28 consecutive days.
  - (iii) Different cyclic rostering arrangements may apply to different areas of operation within the enterprise.
  - (iv) An agreement to implement cyclic rostering will be recorded in writing and be available to all employees.

## **52.2 Casual employees**

- (a) The ordinary hours of work for casual employees will be a minimum of three consecutive hours per day.
- (b) Ordinary hours may be worked Monday to Sunday between 7.00 am and 12 midnight.
- (c) Casual employees are not paid per performance.
- (d) Casual employees may be required to work on a number of performances during an engagement.
- (e) Where casual employees are required to work on the same day on at least three short performances (as defined in clause 3), and there is a break between any two of the short performances of at least two hours, those employees will be paid for a minimum of two hours for each of those performances.

## **53. Breaks**

### **53.1 Weekly employees**

- (a) Weekly employees, in the ordinary course of work, will be entitled to meal breaks as follows:
  - (i) Lunch—one hour continuous between 12.00 noon and 3.00 pm;
  - (ii) Dinner—one hour continuous between 5.00 pm and 8.00 pm;

- (iii) Supper—30 minutes between 10.00 pm and 12.00 midnight; and
  - (iv) Breakfast—one hour continuous between 7.00 am and 9.00 am but for cleaners, half an hour between 8.00 am and 9.00 am.
- (b) The span of hours during which meal breaks may be taken may be varied where specific work requirements necessitate it.
  - (c) In the event that an employee is required to work more than five continuous hours without a suitable meal interval, the employee will be paid for the period which should be allowed as the meal interval at **200%** of the minimum hourly rate . This clause will not apply to employees engaged to work on a continuous shift roster.
  - (d) Provided that those employees working during the preparation of a stage production for the period of seven days preceding the opening of the production will be paid at **150%** of the minimum hourly rate instead of the **200%** in clause 53.1(c), except on Sundays when **250%** of the minimum hourly rate will be paid.

Clause 53.1(c) appears to have been omitted from the award in error in [AM2011/17](#) – see [PR514179](#). Clause 53.1(d) does not make sense if clause 53.1(c) is not re-inserted. Parties are asked to consider whether this provision should be re-inserted as above.

- (e) No part of the time that should be allowed as a meal break will be counted as part of the ordinary hours of work within the meaning of clause 52—Ordinary hours of work and rostering.

### 53.2 Casual employees

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

### 53.3 All employees

- (a) In the event an employee is required to work more than five continuous hours without a suitable meal break, the employee will be paid for the period which should have been allowed as the meal break at **200%** of the minimum hourly rate. This payment will not apply to employees engaged to work on a continuous shift roster.
- (b) Despite clause 53.3(a), employees working during the preparation of a stage production for the seven days before the opening of that production and who are required to work more than five continuous hours without a suitable meal break will be paid the following rates instead of the rate prescribed in clause 53.3(a):
  - (i) Monday to Saturday—**150%** of the minimum hourly rate; and
  - (ii) Sunday—**250%** of the minimum hourly rate.
- (c) The time that should be allowed as a meal break will not be counted as ordinary hours of work within the meaning of clause 52—Ordinary hours of work and rostering.

## 54. Overtime and penalty rates

Consideration of TOIL provisions has been referred to [AM2014/276](#) – see [\[2016\] FWCFCB 6591](#)

### 54.1 Weekly employees

Weekly employees will receive overtime calculated to the nearest quarter of an hour as follows:

- (a) for all work performed in excess of the rostered daily hours:
  - (i) **150%** of the minimum hourly rate for the first two hours; and
  - (ii) **250%** of the minimum hourly rate after two hours;
- (b) for all work performed on a rostered day off:
  - (i) **150%** of the minimum hourly rate for the first four hours; and
  - (ii) **200%** of the minimum hourly rate after four hours;
- (c) for all work performed in excess of the weekly total of hours—**150%** of the minimum hourly rate ; and
- (d) for part-time employees who perform work in excess of 38 ordinary hours per week:
  - (i) **150%** of the minimum hourly rate for the first two hours; and
  - (ii) **200%** of the minimum hourly rate after two hours.

### 54.2 Casual employees

- (a) A casual employee will receive overtime calculated to the nearest quarter of an hour.
- (b) A casual employee who works in excess of eight hours per day will be paid overtime as follows:
  - (i) **150%** of the minimum hourly rate for the first two hours; and
  - (ii) **200%** of the minimum hourly rate after two hours.
- (c) A casual employee who works more than 38 hours (excluding overtime worked and paid on a daily basis) in any one week will be paid for all time in excess of 38 hours as follows:
  - (i) **150%** of the minimum hourly rate for the first four hours ;and
  - (ii) **200%** of the minimum hourly rate after four hours.

**54.3 All employees**

- (a) Where an employee is detained at work until it is too late to travel home by the last train, tram or other regular public transport, the employer will provide that employee with proper transport home.
- (b) Wherever possible, an employee will be given 24 hours' notice that the employee is required to work all night after an evening performance.
- (c) Employees will be paid **200%** of the minimum hourly rate for all work performed between 12 midnight and 7.00 am.
- (d) An employee who works overtime on any day will be entitled to a break of 10 hours before starting work the following day. An employee who is required to resume work before the expiration of the 10 hour break will be paid **200%** of the minimum hourly rate until released from work for a 10 hour break.

**54.4 Sundays**

- (a) An employee who starts work on a Sunday will be paid **200%** of the minimum hourly rate for all time worked, including any overtime, with a minimum payment for four hours.
- (b) Where an employee starts work on a Saturday and continues to work without a break on Sunday, the minimum payment for work performed on a Sunday as prescribed in clause 54.4(a) will not apply.
- (c) If a weekly employee is required by the employer to travel on a Sunday, the employee will, unless paid the rates prescribed in clause 54.4(a) be paid a loading of **10%** of the minimum weekly rate in addition to the travelling allowance payable in respect of the Sunday.

**54.5 Special overtime and penalty provisions for sound and/or lighting companies**

- (a) Touring sound and/or lighting employees will receive a **17.5%** penalty averaging component instead of overtime and penalty provisions for all purposes of this award.
- (b) Full-time factory sound and/or lighting employees will accrue time off instead of overtime at the rate of one hour for each hour worked in excess of the 152 hours over 28 consecutive days work cycle.

**54.6 Special overtime and penalty provision for crewing services employees**

For all work between 11.00 pm and 6.00 am, a crewing services employee will receive a **52.5%** penalty payment instead of overtime and penalty provisions for all purposes of this award.

## **Schedule A—Classification Definitions**

### **A.1 Live Performance Employee Level 1**

#### **A.1.1 Production and Support Staff Level 1**

- (a)** A Production and Support Staff Level 1 employee is a trainee employee who is undertaking:
  - (i)** six weeks induction training in the case of a full-time or part-time employee; or
  - (ii)** 228 hours induction training in the case of a casual employee.
- (b)** The induction training may include information on the enterprise or production, conditions of employment, introduction of supervisors and fellow workers, training and career path opportunities, venue/workshop/plant layout, work and documentation procedures, basic theatre terminology and etiquette, occupational health and safety, equal employment opportunity and quality control/assurance.
- (c)** An employee at this level performs routine duties to the level of the employees training:
  - (i)** works under direct supervision either individually or in a team environment;
  - (ii)** understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults; and
  - (iii)** understands and utilises basic literacy (English) and numeracy skills.
- (d)** An employee at this level will undertake training in the following indicative tasks:
  - (i)** safely lift and handle scenery and props and/or equipment;
  - (ii)** uses selected hand tools;
  - (iii)** basic packing and storing techniques;
  - (iv)** repetition work on automatic, semiautomatic or single purpose machines or equipment;
  - (v)** maintains simple records;
  - (vi)** uses hand trolleys and pallet trucks;
  - (vii)** apply and comprehend basic theatre terminology and etiquette;
  - (viii)** performs general labouring and cleaning duties;

- (ix) communicate and interact effectively with staff; and
- (x) effective customer/client service.

## **A.2 Live Performance Employee Level 2**

### **A.2.1 Production and Support Staff Level 2**

- (a) A Production and Support Staff Level 2 is an employee who has completed the Level 1 induction training or possesses other equivalent experience so as to enable them to perform work within the scope of this level.
- (b) An employee at this level performs work above and beyond the skills of a Level 1 employee and to the level of the employee's training:
  - (i) is responsible for the quality of the work allocated to the employee subject to routine supervision;
  - (ii) works under routine supervision either individually or in a team environment on a limited range of tasks;
  - (iii) exercises discretion within the employees' level of skills and training; and
  - (iv) makes decisions in regard to routine matters.
- (c) Indicative of the tasks which an employee at this level may perform, are the following:
  - (i) operates flexibly between work areas;
  - (ii) operates machinery and equipment within the employee's level of skill and training;
  - (iii) operates mobile equipment including fork-lifts, overhead cranes, tallescopes and winch operation;
  - (iv) ability to measure accurately;
  - (v) safely lift and handle scenery and props and/or equipment;
  - (vi) receive, dispatch, distribute, sort, check, pack, document and record goods, materials and components;
  - (vii) basic keyboard skills;
  - (viii) telephonist, receptionist, cashier, administration and information services duties;
  - (ix) laundry and/or dry-cleaning duties;
  - (x) intermediate sewing skills and fabric knowledge, whether machine or non-machine, and knowledge of dyeing fabrics;
  - (xi) cleaning duties using specialised equipment and chemicals;

- (xii) ushering, ticket taking, program/concession selling and food and beverage sales;
- (xiii) applies theatre terminology and etiquette;
- (xiv) painting and art finishing;
- (xv) dressing; and
- (xvi) costume decoration.

(d) Indicative positions of this level include:

- (i) Basic Crowd Control
- (ii) Car Park Attendant
- (iii) Crewing Employee
- (iv) Mail Room Attendant
- (v) Program Seller
- (vi) Stage Door Attendant
- (vii) Stage Hand
- (viii) Theatre Attendant/Usher
- (ix) Ticket Seller (i.e. an employee required to deal with customer enquiries, sell tickets, handle and balance cash)
- (x) Turnstile Attendant
- (xi) Tour Guide

### **A.3 Live Performance Employee Level 3**

#### **A.3.1 Production and Support Staff Level 3**

- (a) A Production and Support Staff Level 3 employee is an employee who applies knowledge and skills so as to enable that employee to perform work within the scope of this level, and may possess a sub-trade certificate.
- (b) An employee at this level performs work above and beyond the skills of an employee at Level 2 and to the level of the employees' training:
  - (i) solves straightforward problems using readily available information;
  - (ii) works to complex instructions and procedures;
  - (iii) as a team member organises allocated materials and equipment in an efficient and effective manner or works individually under general supervision;

- (iv) is responsible for the work undertaken; and
  - (v) assists in the provision of on-the-job training to a limited degree.
- (c) Indicative of the tasks which an employee at this level may perform are as follows:
- (i) uses precision measuring instruments;
  - (ii) machine setting, loading and operation;
  - (iii) rigging (certificated);
  - (iv) pyrotechnics (certificated and licensed);
  - (v) welding which requires the exercise of knowledge and skills above Level 2;
  - (vi) inventory and store control;
  - (vii) licensed operation of all appropriate materials/handling equipment;
  - (viii) use of tools and equipment within the scope (basic non-trades) maintenance;
  - (ix) computer operation at a higher level than that of an employee at Level 2;
  - (x) intermediate keyboard and administrative skills;
  - (xi) performs basic quality checks on the work of others;
  - (xii) licensed and certificated for fork-lift, engine driving and crane driving operations to a higher level than Level 2;
  - (xiii) stage door duties;
  - (xiv) sewing and cutting skills and fabric knowledge, whether machine or non-machine at a level higher than Level 2;
  - (xv) advanced lifting and scene/props handling skills;
  - (xvi) scenery, building and prop construction techniques above Level 2;
  - (xvii) identifies and meets customer needs in a prompt and courteous manner;
  - (xviii) the ability to work under limited supervision;
  - (xix) reconciling and balancing cash and cash equivalents; and
  - (xx) following all identified security procedures of all the employer's clients.
- (d) Indicative positions of this level include:
- (i) Accounts Clerk
  - (ii) Assistant Scenic Artist
  - (iii) Booking Clerk

- (iv) Box Office Customer Service Representatives (CSR)
- (v) Call Centre CSR
- (vi) Dispatch Clerk
- (vii) Group Party Organiser
- (viii) Marketing Assistant
- (ix) Mechanist
- (x) Publicity Assistant
- (xi) Specialty Ticketing CSR
- (xii) Stage Door Supervisor
- (xiii) Unqualified Sound and/or Lighting Technician

#### **A.4 Live Performance Employee Level 4**

##### **A.4.1 Production and Support Staff Level 4**

- (a) A Production and Support Staff Level 4 employee is an employee who applies knowledge and skills so as to enable that employee to perform work within the scope of this level, and may possess a trade certificate.
- (b) An employee at this level performs work above and beyond the skills of an employee at Level 4 and to the level of the employees' training:
  - (i) solves problems using readily available information;
  - (ii) works to complex instructions and procedures;
  - (iii) as a team member, organises allocated materials and equipment in an efficient and effective manner or works individually under general supervision;
  - (iv) is responsible for the work undertaken;
  - (v) assists in the provision of on-the-job training to a limited degree;
  - (vi) the ability to work with minimum supervision;
  - (vii) an ability to identify and resolve complex service issues; and
  - (viii) well developed verbal communication skills.
- (c) Indicative of the tasks which an employee at this level may perform are as follows:
  - (i) uses precision measuring instruments;
  - (ii) machine setting, loading and operation;
  - (iii) rigging (certificated);

- (iv) pyrotechnics (certificated and licensed);
  - (v) welding which requires the exercise of knowledge and skills above Level 3;
  - (vi) inventory and store control;
  - (vii) licensed operation of all appropriate materials/handling equipment;
  - (viii) use of tools and equipment within the scope;
  - (ix) computer operation at a higher level than that of an employee at Level 3;
  - (x) superior keyboard and administrative skills;
  - (xi) in depth knowledge of ticketing systems and ticketing processes and procedures;
  - (xii) the ability to use customer feedback on products and services to improve service by recommending change to systems and processes;
  - (xiii) assisting with the day to day supervision of other team members; and
  - (xiv) performs basic quality checks on the work of others.
- (d) Indicative positions of this level include:
- (i) Accounts Clerks
  - (ii) Assistant Projectionist
  - (iii) Scenic Artist
  - (iv) Scheduling/Rostering Clerk
  - (v) Sound and/or Lighting Technician

## **A.5 Live Performance Employee Level 5**

### **A.5.1 Production and Support Staff Level 5/ Production and Support Staff Level 4 (Theatre)**

- (a) A Production and Support Staff Level 5 employee is an employee who holds a trade certificate in a relevant discipline and is able to exercise the skill and knowledge of that trade or an employee who has acquired and can demonstrate the equivalent experience from on-the-job training in relevant theatrical discipline/s.
- (b) An employee at this level works above and beyond an employee at Level 4 and to the level of the employee's training:
- (i) understands and applies quality control techniques;
  - (ii) exercises good interpersonal and communications skills;
  - (iii) exercises keyboard and administrative skills at a higher level than Level 4;

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- (iv) exercises discretion within the scope of this grade;
  - (v) performs work under limited supervision either individually or in a team environment;
  - (vi) able to inspect products and/or materials for conformity with established operational standards; and
  - (vii) operates all lifting equipment incidental to the employees' work.
- (c) Indicative of the tasks which an employee at this level may perform, are as follows:
- (i) works from production drawings, prints or plans;
  - (ii) operates, maintains, sets-up and adjusts all facility and production equipment, including trade construction processes such as set/prop/electrical making;
  - (iii) operate and maintain lifting equipment;
  - (iv) assists in the provision of on-the-job training;
  - (v) a fully multiskilled cutter/tailor/milliner/wigmaker who is required to perform any of the operations involved in the making of a complex whole garment to specifications;
  - (vi) has an advanced understanding of theatre terminology, etiquette and theatre craft;
  - (vii) perform a range of engineering maintenance functions;
  - (viii) operates a console; and
  - (ix) performs a range of administrative duties including production and publicity assistance.
- (d) Indicative positions of this level include:
- (i) Assistant Stage Manager
  - (ii) Board Operator
  - (iii) Experienced Mechanist
  - (iv) Experienced Sound and/or Lighting Technician
  - (v) Experienced Technician
  - (vi) Food and Beverage Manager
  - (vii) Head Fly Operator
  - (viii) Prop Maker

- (ix) Tailor
- (x) Wig Maker

## **A.6 Live Performance Employee Level 6**

### **A.6.1 Production and Support Staff Level 6/Production and Support Staff Level 5 (Theatre)**

- (a) A Production and Support Staff Level 6 employee is an employee who holds a trade certificate or equivalent experience and has acquired and can demonstrate specialist knowledge of a variety of procedures and/or techniques gained by additional training or experience in the theatre industry.
- (b) A Production and Support Staff Level 6 employee is required to work above and beyond a tradesperson at Level 5 and to the level of the employee's training:
  - (i) exercises discretion within the scope of this grade;
  - (ii) works under minimal supervision either as an individual or part of a team or as a team leader;
  - (iii) understands and implements quality control techniques;
  - (iv) provides trade guidance and assistance as part of a work team;
  - (v) responsible for providing training in conjunction with trainers;
  - (vi) exercises keyboard and administrative skill at a higher level than Level 5.
- (c) Indicative of the tasks which an employee at this level may perform, are as follows:
  - (i) interprets detailed instructions and procedures for others;
  - (ii) ensures quality standards are met through consistency, timeliness, correctly following procedures, and responsiveness to the client's needs;
  - (iii) readily adapts to change in work procedures and associated technologies;
  - (iv) may use innovation to resolve issues which impact on own work area.
- (d) Indicative positions of this level include:
  - (i) Deputy Heads of Department
  - (ii) Deputy Stage Manager
  - (iii) Front of House Manager
  - (iv) Publicity/Marketing Officer

## **A.7 Live Performance Employee Level 7**

### **A.7.1 Company Dancer Level 1**

An employee in their first year as a professional dancer who has the appropriate training or equivalent experience and who is engaged to perform as a company member.

### **A.7.2 Performer Category 1 Grade 1**

- (a) A performer with less than three years' experience in the entertainment industry who is employed in theatrical productions performing as directed to an existing script or score choreography and who is required to exercise their artistic skills to a professional standard as required. An employee at this level will have appropriate qualifications or be able to demonstrate they possess skills of an equivalent standard.
- (b) Indicative tasks:
  - (i) acting;
  - (ii) singing;
  - (iii) dancing;
  - (iv) skating;
  - (v) aquatic performing;
  - (vi) understudying; and
  - (vii) any other type of performing.

## **A.8 Live Performance Employee Level 8**

### **A.8.1 Company Dancer Level 2**

A Level 2 employee is a dancer in their second year of professional experience, provided that:

- (a) in addition to professional experience or further training progression from one level to the next is also on the basis of evident competence on artistic grounds; and
- (b) in assessing experience the following will be taken into account:
  - (i) The previous professional experience of the employee in Australia and overseas with subsidised and commercial companies and/or any further study or training undertaken since entry into the dance profession.
  - (ii) The minimum period of time of employment in the year concerned is 36 weeks on a full-time basis or substantially equivalent.

**A.8.2 Production and Support Staff Level 7/Production and Support Staff Level 6 (Theatre)**

- (a) A Production and Support Staff Level 7 employee is an employee who holds a trade certificate or equivalent experience together with a relevant Post Trade Certificate or the equivalent skill and competence acquired through a significant period of professional experience in the theatre industry.
- (b) A Production and Support Staff Level 7 employee is required to work above and beyond a Level 6 employee and to the level of the employee's training:
  - (i) understands and implements quality control techniques;
  - (ii) exercises discretion within the scope of this grade;
  - (iii) provides overall supervision and co-ordination of resources and individuals and/or work teams within areas of responsibility;
  - (iv) plans for and arranges training in procedural, technological change and systems for staff in the area of responsibility;
  - (v) effectively handles work that is characterised by occasional peak periods and simultaneous handling of a variety of tasks, usually within one discipline, and with significant interruptions;
  - (vi) determines priorities and monitors performance for own and teams work, to ensure the efficient and effective use of allocated resources; and
  - (vii) demonstrates accountability and responsibility for enabling the achievement of business goals within budgetary guidelines.
- (c) The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post trade training or equivalent experience to enable that employee to perform the particular indicative tasks:
  - (i) demonstrates sound communication and/or liaison skills;
  - (ii) demonstrates a good knowledge of relevant terminology;
  - (iii) interprets and conveys instructions and procedures;
  - (iv) reliably represents the work unit;
  - (v) required to use innovation to resolve issues which impact on own work area;
  - (vi) accountable for ensuring overall quality standards are met through the importance of consistency, timeliness, correctly following procedures, and responsiveness to the needs of the client;
  - (vii) accountable for the selection and recruitment of staff;
  - (viii) assesses work performance of staff; and
  - (ix) responsible for occupational, health and safety.

- (d) Indicative positions of this level include:
- (i) Box Office Manager
  - (ii) Event/Marketing Co-ordinator
  - (iii) Heads of Departments
  - (iv) Props Master
  - (v) Scenic Artist
  - (vi) Technical Supervisor
  - (vii) Wardrobe Supervisor

## **A.9 Live Performance Employee Level 9**

### **A.9.1 Musician**

Musician not required to accompany artists.

### **A.9.2 Performer Category 1 Grade 2**

A performer with more than three years' experience in the entertainment industry provided that the performer's theatrical engagements over the three year period amount to 18 weeks employment or an equivalent amount of work in other areas, who is employed in theatrical productions and performs the same duties as set out above but at a standard above and beyond that of a Performer Category 1 Grade 1.

### **A.9.3 Performer Category 2**

- (a) A performer who is employed as an act or part of an act in theatrical/live entertainment performances and who is responsible for the primary development of the work to be performed.
- (b) Indicative tasks are:
- (i) as per Category 1; and
  - (ii) tasks relating to the development of the work to be performed, such as but not limited to:
    - developing the script and concept for the performance;
    - selecting the music; and
    - generally determining the content and presentation of the performance.

## **A.10 Live Performance Employee Level 10**

### **A.10.1 Company Dancer Level 3**

A Level 3 employee is a dancer in their third year of professional experience, provided that:

- (a) in addition to professional experience or further training progression from one level to the next is also on the basis of evident competence on artistic grounds; and
- (b) in assessing experience the following will be taken into account:
  - (i) The previous professional experience of the employee in Australia and overseas with subsidised and commercial companies and/or any further study or training undertaken since entry into the dance profession.
  - (ii) The minimum period of time of employment in the year concerned is 36 weeks on a full-time basis or substantially equivalent.

#### **A.10.2 Production and Support Staff Level 8**

- (a) A Production and Support Staff Level 8 employee is an employee who has obtained a relevant tertiary qualification together with extensive theatrical experience or equivalent skill and competence acquired through extensive theatrical experience.
- (b) In addition to the competencies and tasks performed by a Level 7 employee, a Production and Support Staff Level 8 employee works to the level of the employee's training:
  - (i) demonstrates effective and efficient use of production and/or organisational resources, by planning, implementing and monitoring achievement of objectives;
  - (ii) responsible for the creating and maintaining of a high level of team work and co-operation and contributes to the overall good management of a production; and
  - (iii) co-ordinates and controls either the overall performance activities or a variety of related disciplines.
- (c) The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post trade training or equivalent experience to enable the employee to perform the particular indicative tasks:
  - (i) provides advice and guidance to staff, management and clients;
  - (ii) prepares correspondence, guidelines and reports;
  - (iii) demonstrates superior communication and/or liaison skills;
  - (iv) demonstrates superior knowledge of relevant terminology;
  - (v) reliably represents the work unit;
  - (vi) responsible for creative planning and the achievement of design standards;

- (vii) recognises the importance of consistency, timeliness, correctly following procedures, and responsiveness to the client’s needs; and
  - (viii) demonstrates accountability and responsibility for enabling the achievement of business goals within budgetary guidelines.
- (d) Indicative positions of this level include:
- (i) Publicity/Marketing Supervisor
  - (ii) Stage Manager
  - (iii) Team Leaders—Call Centre

## **A.11 Live Performance Employee Level 11**

### **A.11.1 Company Dancer Level 4**

- (a) A Level 4 employee is a dancer in their fourth year of professional experience, provided that:
- (i) in addition to professional experience or further training progression from one level to the next is also on the basis of evident competence on artistic grounds; and
  - (ii) in assessing experience the following will be taken into account:
    - The previous professional experience of the employee in Australia and overseas with subsidised and commercial companies and/or any further study or training undertaken since entry into the dance profession.
    - The minimum period of time of employment in the year concerned is 36 weeks on a full-time basis or substantially equivalent.

### **A.11.2 Musician required to accompany artists**

### **A.11.3 Opera Principal**

A performer who is employed to undertake lead roles in opera and operetta.

## **A.12 Live Performance Employee Level 12**

### **A.12.1 Company Dancer Level 5**

- (a) A Level 5 employee is a dancer in their fifth and sixth years of professional experience.
- (b) In addition to professional experience or further training progression from one level to the next is also on the basis of evident competence on artistic grounds.
- (c) In assessing experience the following will be taken into account:
- (i) The previous professional experience of the employee in Australia and overseas with subsidised and commercial companies and/or any further study or training undertaken since entry into the dance profession.

- (ii) The minimum period of time of employment in the year concerned is 36 weeks on a full-time basis or substantially equivalent.

### **A.13 Live Performance Employee Level 13**

#### **A.13.1 Company Dancer Level 6**

A dancer who is in their seventh and eighth year of professional work and who demonstrates highly developed dance skills, interpretative skills, dramatic and presentational skills.

#### **A.13.2 Technical Manager**

### **A.14 Live Performance Employee Level 14**

#### **A.14.1 Company Dancer Level 7**

A dancer will progress from Level 6 to Level 7 when they fulfil the following criteria:

- (a) A minimum of eight years full-time professional experience or substantially equivalent, as defined, with advanced dance skills, interpretative skills and dramatic and presentational skills.
- (b) Ability to understudy and perform major roles and/or character roles on a regular basis or in the case of contemporary companies performing ensemble based repertoire, to perform solo or perform with a high degree of artistry as a member of the ensemble.
- (c) As required, demonstrate excellent partnering skills (either sex).
- (d) Demonstrate a high degree of professionalism in all that they do and at least one of the following as agreed between the employer and the employee:
  - (i) Recognition that they possess a special quality of performance and interpretation of roles, such recognition to come from two of the following sources—industry peers, colleagues, media;
  - (ii) Demonstrate and provide leadership;
  - (iii) Ability to assist management with promotion of the company, either through personal appearances or by advice to management, upon reasonable request.

#### **A.14.2 Principal Musician**

#### **A.14.3 Vocalist**

### **A.15 Live Performance Employee Level 15**

#### **A.15.1 Conductor-Leader**

## Schedule B—Summary of Monetary Allowances

See clauses 15, 31, 32, 38, 45, 51, and 54 (Allowances) for full details of allowances payable under this award.

### B.1 Wage-related allowances

The wage-related allowances in this award are based on the standard rate as defined in Clause 3—Definitions as the minimum weekly rate for a Level 4 employee in clause 14.1 = **\$783.30**

Allowance	Clause	% of standard rate \$783.30	\$ per week unless stated otherwise
<b>Part 5—Performers and Company Dancers</b>			
Nude allowance	32.2(a)	2.75	21.54
Assistant Stage Manager allowance	32.2(b)	5.40	42.30
Driver or a person in charge whilst on tour	32.2(c)	7.00	54.83
Making of an advertisement—television or radio (four hour minimum payment)	32.2(f)	4.90	38.38 per hour
Understudy allowances (part understudied):	32.2(h)(i)		
Star role		6.78	53.11
Leading role		4.84	37.91
Supporting role		2.91	22.79
Minor supporting role		2.32	18.17
Understudy allowances (additional amount per performance):	32.2(h)(ii)		
Star role		14.54	113.89 per performance
Leading role		9.68	75.82 per performance
Supporting role		5.82	45.59 per performance
Minor supporting role		4.64	36.35 per performance
Dance Captain allowance	32.2(h)(iv)	5.18	40.57
Deputy Ballet Master/Mistress	32.2(i)(i)	12.19	95.48

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<b>Allowance</b>	<b>Clause</b>	<b>% of standard rate \$783.30</b>	<b>\$ per week unless stated otherwise</b>
Company dancer supervising classes on irregular basis	32.2(i)(ii)	6.09	47.70 per class
<b>Part 6—Musicians</b>			
Instrument doubling allowances:			
Instrument supplied by employee	38.2(a)(i)	1.80	14.10 per instrument per call
Instrument supplied by employer	38.2(a)(i)	1.30	10.18 per instrument per call
Supply of music:			
Weekly employee	38.2(b)(i)	1.30	10.18
Casual employee	38.2(b)(ii)	4.00	31.33 per call
Soloist—performing solo in orchestra	38.2(c)	0.70	5.48 per instrument per call
Televised performance	38.2(f)(i)	14.02	109.82 per performance
Radio broadcast	38.2(f)(ii)	15.12	118.43 per broadcast
Simulcast broadcast	38.2(f)(iii)	28.82	225.75 per simulcast
Audio-visual or visual recording of performance	38.2(f)(iv)	20.70	162.14 per performance
Audio recording of performance—for which there can be 21 minutes of finished material	38.2(f)(v)	15.12	118.43 per performance
<b>Part 7—Striptease Artists</b>			
Parades involving exposure of parts of the body	45.2(c)	3.30	25.85 per parade
<b>Part 8—Production and Support Staff</b>			
Transmission or recording of performance allowance—one payment only	51.2(a)	15.90	124.54 single payment

### B.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.

### B.2 Other rates

Casual Rehearsal/ Performance Rates	Clause	% of standard rate \$783.30	\$ per hour unless stated otherwise
<b>Part 5—Performers and Company Dancers</b>			
Rehearsal payment, minimum one hour	31.6(b)(i)	4.80	37.60
Rehearsal payment, if employee leaves prior to one hour	31.6(b)(iii)	2.40	18.80 per half hour or part thereof of actual time worked
Casual supernumeraries, minimum call payment	31.6(d)	3.40	26.63

### B.3 Expense-related allowances

The following expense-related allowances will be payable to employees in accordance with clauses 15, 32.3, 33.3(e)(iv), 34.4, 38.3 and 51.3:

Allowance	Clause	Applicable CPI figure	\$
<b>Part 2—General Employment Conditions</b>			
Use of vehicle allowance	15.2(b)	Private motoring sub-group	0.78 per km
Laundry allowance—weekly and full time employees:	15.2(d)	All groups	
Blouses and shirts			3.46 per week
Other garments			9.00 per week
Laundry allowance—other than weekly and full-time employees:	15.2(d)	All groups	
Per day			2.78 per day
Maximum per week			12.52 per week
Travel to and from airports—reimbursement	15.3(b)	Private motoring sub-group	39.51 maximum per occasion

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Allowance	Clause	Applicable CPI figure	\$
Accommodation allowance— where employee does not accept employer provided accommodation:	15.3(c)(i)	Domestic holiday travel and accommodation sub- group	
Per night			122.19 per night
Maximum per week			611.01 maximum per week
Accommodation allowance— where employer does not provide accommodation— maximum weekly amount:	15.3(c)(ii)	Domestic holiday travel and accommodation sub- group	
Sydney and Melbourne			1223.00 maximum per week
Adelaide, Hobart, Perth and Brisbane			863.13 maximum per week
Canberra			1051.00 maximum per week
Other places			804.59 maximum per week
Meals while travelling:	15.3(d)	Take away and fast foods sub-group	
Per day			54.93 per day
Maximum per week			274.58 maximum per week
Incidentals allowance while travelling:	15.3(e)	Domestic holiday travel and accommodation sub- group	
Per day			15.13 per day
Maximum per week			75.77 maximum per week

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<b>Allowance</b>	<b>Clause</b>	<b>Applicable CPI figure</b>	<b>\$</b>
<b>Part 5—Performers and Company Dancers</b>			
Wardrobe and make-up allowances:	32.3(a)(iv)	Clothing and footwear group	
Supplying clothing/accessories if already in employee’s possession			8.20 per article per week
Minimum payment per week			10.50 minimum per week
For each pair of shoes per week			4.15 per week
Performance allowances:		Take away and fast foods sub-group	
Meal between performances—if break less than two hours—Company Dancers	33.3(e)(iv)		17.42 per occasion
Meal between performances—if break less than two hours—Performers and Company Dancers	34.4		27.06 per occasion
<b>Part 6—Musicians</b>			
Upkeep allowances:		Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group	
Weekly employee who supplies one or more instruments	38.3(a)(i)		12.93 per instrument per week
Casual employee who supplies one or more instruments	38.3(a)(i)		1.62 per instrument per call
Harpist—weekly employee	38.3(a)(ii)		28.65 per week
Harpist—casual employee	38.3(a)(ii)		4.27 per call
Percussionist who provides percussion kit	38.3(a)(iii)		10.33 per week
Travel on Sunday	41.6(b)	Transport group	11.30 per occasion

Allowance	Clause	Applicable CPI figure	\$
<b>Part 8—Production and Support Staff</b>			
Meal allowances:		Take away and fast foods sub-group	
Working beyond 8.00am—if work commenced at or before 12.00 midnight—other than cleaners	51.3(a)(i)		17.42 per meal interval
Two back to back performances	51.3(a)(ii)		17.42 per occasion
Tools and equipment allowance—supply of own tools—Heads of Departments	51.3(b)(i)	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group	9.22 per week
Tools and equipment allowance—supply of own tools—employees other than Heads of Departments	51.3(b)(ii)	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group	0.95 per day

### B.3.1 Adjustment of expense-related allowances

- (a) At the time of any adjustment to the standard rate, each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Accommodation allowance	Domestic holiday travel and accommodation sub-group
Incidentals allowance	Domestic holiday travel and accommodation sub-group
Laundry allowance	All groups
Meal allowance	Take away and fast foods sub-group

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<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Travel allowance	Transport group
Tools and equipment allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Upkeep allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Vehicle allowance	Private motoring sub-group
Wardrobe and make-up allowance	Clothing and footwear group

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## Schedule C—Supported Wage System

**C.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.

**C.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

### **C.3 Eligibility criteria**

**C.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.

**C.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.

## **C.4 Supported wage rates**

**C.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 C.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

**C.4.2** Provided that the minimum amount payable must be not less than **\$82** per week.

**C.4.3** Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

## **C.5 Assessment of capacity**

**C.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.

**C.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.

## **C.6 Lodgement of SWS wage assessment agreement**

**C.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.

**C.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.

## **C.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.

## **C.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.

## **C.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.

## **C.10 Trial period**

- C.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.
- C.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.
- C.10.3** The minimum amount payable to the employee during the trial period must be no less than \$82 per week.
- C.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- C.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 C.5.

## **Schedule D—School-based Apprentices**

- D.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- D.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- D.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- D.4** For the purposes of clause D.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- D.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- D.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- D.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- D.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice.
- D.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- D.10** If an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- D.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

## Schedule E—National Training Wage

The National Training Wage schedule may be affected by [AM2016/17](#)

### E.1 Title

This is the *National Training Wage Schedule*.

### E.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

### **E.3 Coverage**

- E.3.1** Subject to clauses E.3.2 to E.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 E.7 to this schedule or by clause E.5.4 of this schedule.
- E.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 E.7 to this schedule.
- E.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.
- E.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.
- E.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.
- E.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

## E.4 Types of Traineeship

The following types of traineeship are available under this schedule:

- E.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- E.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.

## E.5 Minimum Wages

### E.5.1 Minimum wages for full-time traineeships

#### (a) Wage Level A

Subject to clause E.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 E.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 E.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 E.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

	<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>
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 E.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 E.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 E.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 E.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

<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 B	616.00	639.70
Wage Level C	560.60	581.80

## E.5.2 Minimum wages for part-time traineeships

### (a) Wage Level A

Subject to clauses E.5.2(f) and E.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 E.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 E.5.2(f) and E.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 E.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

	<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>
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 E.5.2(f) and E.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 E.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
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 E.5.2(f) and E.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 E.7 are as follows when the trainee works ordinary hours:

<b>Year of schooling</b>	
<b>Year 11 or lower</b>	<b>Year 12</b>
<b>per hour</b>	<b>per hour</b>
<b>\$</b>	<b>\$</b>
9.94	10.96

**(e) AQF Certificate Level IV traineeships**

**(i)** Subject to clauses E.5.2(f) and E.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 E.5.2(f) and E.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 E.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 E.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 E.5.2(a)-(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

**E.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.

#### E.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 E.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.

### E.6 Employment conditions

**E.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.

**E.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.

**E.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 E.5.2(f)(ii) and not by this clause.

**E.6.4** Subject to clause E.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

### E.7 Allocation of Traineeships to Wage Levels

Parties are asked to review the packages listed to ensure the lists are complete and up-to-date.

The wage levels applying to training packages and their AQF certificate levels are:

#### E.7.1 Wage Level A

Training package	AQF certificate level
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

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<b>Training package</b>	<b>AQF certificate level</b>
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
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

<b>Training package</b>	<b>AQF certificate level</b>
Transport and Logistics	III
Water Industry (Utilities)	III

**E.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
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

<b>Training package</b>	<b>AQF certificate level</b>
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

**E.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 F—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 G—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 H—2016 Part-day Public Holidays

This provision is being reviewed in [AM2014/301](#)

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

- H.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 H.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 H.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.