

DRAFT

**SUBJECT TO APPROVAL
WITHOUT PREJUDICE**

**PERFORMERS' COLLECTIVE AGREEMENT
COMMERCIAL SECTOR**

BETWEEN: THE MEDIA ENTERTAINMENT & ARTS
ALLIANCE of 245 Chalmers Street, Redfern
NSW 2016

AND THE of
.....
.....
("The Employer")

THIS AGREEMENT SHALL BE KNOWN AS:

PERFORMERS' COLLECTIVE AGREEMENT 2011 - 2013

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PART 1 APPLICATION AND OPERATION OF AGREEMENT**1. TITLE**

- 1.1 This Agreement shall be known as the [.....] Performers' Collective Agreement which may be referred to as "the Performers' Agreement", "this Agreement", "the Agreement" or "the PCA".

2. APPLICATION AND PARTIES COVERED

- 2.1 This Agreement covers [.....name of Employer.....] (here after referred to as "the Employer") the Media Entertainment and Arts Alliance and all performers employed by the Employer.

3. DATE AND PERIOD OF OPERATION

- 3.1 This Agreement shall commence from the date of registration.
- 3.2 The Agreement shall remain in force until 31 December 2013. At the expiration of this period, a party may terminate the Agreement by giving a period of four weeks' notice. Should no such notice be given, the terms and conditions of this Agreement will continue in force until replaced by a new agreement.

4. RELATIONSHIP TO PARENT AWARD

- 4.1 For the purpose of this Agreement, the Parent Award is the Live Performance Award 2010 (the Award).
- 4.2 This Agreement replaces all of the provisions of the Live Performance Award 2010, including, but not limited to each of the following: rest breaks, annual leave loading, public holidays, monetary allowances, loadings for working overtime, penalty rates, incentive-based payments and bonuses.

5. MINIMUM ENTITLEMENTS

This Agreement provides minimum entitlements only.

6. NO EXTRA CLAIMS

There shall be no further increases sought or granted during the period of this Agreement unless provided for within this Agreement.

7. NEGOTIATION PROCESS OF AGREEMENT

- 7.1 The Alliance and its performer members are committed to the maintenance of a constructive and harmonious employment environment.
- 7.2 In negotiating the terms of this Agreement the Employer and the Alliance recognise the need for a stable environment, providing financial security for performers and enhanced industry flexibility and efficiency.
- 7.3 Negotiations between the Alliance and LPA commenced in 2010.
- 7.4 The Employer has now reached agreement with the Alliance on the content of this Agreement.

8. INDUSTRY NEGOTIATIONS

It is understood that Live Performance Australia (LPA), representing employers, will negotiate with the Alliance on employment issues affecting the entertainment industry during the course of this agreement.

9. VARIATION OF AGREEMENT

The Allowances set out in Table E to this Agreement will be increased annually in accordance with movements in the consumer price sub-index group as provided in the Live Performance Award 2010. The date of effect for such increases will be from the first pay period on or after 1 July each year.

10. WAGE INCREASES

The minimum weekly wages of performers covered by this Agreement, including yearly increases, are set out in Schedule 1.

11. DEFINITIONS

General definitions

11.1 "Act" means the Fair Work Act 2009.

11.2 "Archival Recording" means the recording of a performance for the following purposes:

an historical record for the Employer for use by the Employer, students or historians; archival reference for rights holders, principal cast and production (creative team with appropriate waivers executed by the Employer) a performance reference for an Performer where more than one Performer is cast to perform the same role; as a tool to onsell the performance; for planning and research; a guide to recreate the production when it is restaged or revised; for a choreographer, director, musical director to remount future productions.

11.3 "Assistant Stage Manager" means an Employee directed by a full-time stage manager to perform duties pertaining to stage management. Specifically an Assistant Stage Manager will not be required to be responsible for musical and/or lighting management.

11.4 "Alliance" or "MEAA" means the Media, Entertainment and Arts Alliance.

11.5 "Broken week" means a week at the commencement or termination of an Employee's employment in which less than the ordinary number of days work and/or performances are given.

11.6 "Call" means a call or direction by the Employer to the Employee to attend for work at a particular time or for the purpose of photography, wardrobe or other legitimate reason.

11.7 "Costumes" are those items of clothing or shoes required to be worn in a performance. They do not include personal rehearsal clothing or shoes unless the rehearsal clothing are the items also required for performances or specific employer provided rehearsal substitutes.

- 11.8** "**Engaged by the week**" means being engaged for at least a week of employment terminable only in the manner prescribed by the Terms of Engagement Clause of this Agreement, or being engaged for employment to last longer than a week.
- 11.9** "**Engaged casually**" means being engaged by the hour subject to the minimum call for less than one week.
- 11.10** "**Engagement**" means the period during which the Employee is engaged to rehearse, play and perform.
- 11.11** "**Entertainment Industry Safety Guidelines**" means the Safety Guidelines negotiated (and amended from time to time) for the entertainment industry between the LPA and the MEAA.
- 11.12** "**FWA**" means Fair Work Australia. **11.13** "**Immediate family**" means
- 11.13.1** a spouse, *de facto partner*, child, parent, grandparent, grandchild or sibling of the Employee; or
- 11.13.2** a child, parent, grandparent, grandchild or sibling of a spouse or *de facto partner* of the Employee.
- 11.13.3** "**De facto partner**" means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes) and includes a former de facto partner of the Employee.
- 11.14** "**Juvenile**" means any person under 16 years of age.
- 11.15** "**Local show**" means a show specified as such by the Employer where the production is scheduled to take place in one location only and where the Employer shall engage for such production only Employees who reside in that local area.
- 11.16** "**LPA**" means Live Performance Australia.
- 11.17** "**MEDIA SUPER**" means the industry superannuation fund for people working in the media, entertainment, arts and IT industries, established by the Joint Entertainment Superannuation Trust Deed, which complies with Australian Government's operational standards for Industry Superannuation Funds.
- 11.18** "**Minimum Rate**" or "**Minimum Weekly Rate**" means the rates of pay set out in Schedule 1.
- 11.19** "**Overtime Rate**" for the purposes of the Overtime Clause and Number of Performances Clause shall be based on the Performer's Negotiated Weekly Rate of Pay or the Negotiated Casual Rate of Pay provided that, for the purposes of this definition, where the Performer's Negotiated Weekly Rate of Pay or Negotiated Casual Rate of Pay is in excess of 133.33% of the applicable Minimum Rate then the Performer's Negotiated Weekly Rate of Pay or Negotiated Casual Rate of Pay will, for the purposes of calculating the relevant entitlements be deemed to be 133.33% of the Minimum Rate (for avoidance of doubt 133.33% means the Minimum Rate plus an additional 33.33%).
- 11.20** "**Place of Residence**" means the place where an Employee ordinarily resides as a permanent base. An Employer may request an Employee to state his/her place of residence at the time of audition or engagement provided that where the Employee's place of residence is situated within a radius of 110 kilometres of a

capital city then the Employee's place of residence will be deemed to be that capital city.

NB: Nothing in this clause is intended to alter the custom and practice at the time of entering into this agreement concerning the circumstances in which and the places where a performer will be afforded the entitlements under 'Part 8 Transfers, travelling and working away from usual place of work' of this agreement where that performer travels away from their capital city where the principle place of residence is located.

- 11.21** "**Pantomime**" means a production with an appeal primarily for children presented during the school holiday period and shall include, in addition to the nursery stories and fairy tales hitherto presented as pantomime, such productions as "Peter Pan", "Alice in Wonderland", "The Wizard of Oz", "Snow White and the Seven Dwarfs" and the like.
- 11.22** "**Performance**" means a performance given by Employees in person before a paying audience.
- 11.23** "**Playing**" means taking part in an actual performance.
- 11.24** "**Run of the play or plays**" means the period which in any city or cities, town or towns or states of Australia for which the Employee's services have been distinctly contracted for in writing for rehearsal of and performances in a particular production or productions. The engagement commences on the first day of the Employee's rehearsal for the production or productions and concludes on the last day or night of the presentation of the production or productions in such city, cities, town or towns or states of Australia for which the Employee's services have been contracted in writing. It shall include a return season or seasons in a place in which a season has already taken place if the Employee's engagement is still continuing at the date of commencement of such return season.
- 11.25** "**Suitable Accommodation Guidelines**" means the guidelines provided in the Travelling Clause of this Agreement.
- 11.26** "**Time and a half**" and "**Double time**" used in relation to pay respectively mean at the rate of one and a half and twice the appropriate rate of pay of the Employee in question calculated pro rata for the time for which the payment is to be made.
- 11.27** "**Time out**" and "**Lay off**" time shall mean the time in which a production is moved from one venue to another.
- 11.28** "**Total Negotiated Rate**" or "**Total Negotiated Weekly Wage**" means:
- 11.28.1** For a weekly employee the figure set out in Clause 4(1) (Rehearsal) or 4(2)(a), or 4(2)(b) or 4(2)(c) (Performance) of the employees' Standard Contract and includes the minimum rate and any applicable loadings such as but not limited to any personal margin, production loadings and weekly understudy loadings.
- 11.28.2** For a casual employee the fee payable to the employee either per performance or per hour and includes the minimum rate and any applicable loadings such as but not limited to any personal margin, production loadings and understudy loadings.
- 11.29** "**Upper salary limit**" shall be four times the rate prescribed in this Agreement for a Category 1 Grade 1 performer.

11.30 Words importing the masculine gender shall be deemed to include the female gender and the singular to include the plural and vice versa unless there is something repugnant or inconsistent with such interpretation.

12. LOCALITY

This Agreement shall apply in each and every State and Territory in Australia.

13. LIMITED COVERAGE OF AGREEMENT

13.1 The only parts of this Agreement which shall apply to any Employee whose Negotiated Weekly Rate of Pay exceeds the upper salary limit figure hereinafter referred to and who does not come under the provisions of this clause shall be:

The Limited Coverage of Agreement Clause
 The Annual Leave Clause
 The Annual Leave Loading Clause
 The Superannuation Clause
 Definitions clause

13.2 The only parts of this Agreement which shall apply to any Employee whose Negotiated Weekly Rate of Pay exceeds the "upper salary limit figure" hereinafter referred to and who was not at the time of engagement resident in Australia nor an Australian citizen shall be:

The Limited Coverage of Agreement
 Air travel of the Travelling Clause
 Definitions clause

PART 2 - AGREEMENT FLEXIBILITY

14. INDIVIDUAL FLEXIBILITY ARRANGEMENT

14.1 Notwithstanding any other provision of this enterprise agreement, the employer and an individual employee may agree to vary the application of certain terms of this enterprise agreement 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:

14.1.1 When leave loading is payable.

14.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

14.3 The agreement between the employer and the individual employee must:

14.3.1 Be confined to a variation in the application of one or more of the terms listed in clause 14.1.1; and

14.3.2 Result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

14.4 The agreement between the employer and the individual employee must also:

14.4.1 Be in writing *in a form agreed between the employer and the union*, 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;

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- 14.4.2** State each term of this enterprise agreement that the employer and the individual employee have agreed to vary;
- 14.4.3** Detail how the application of each term has been varied by agreement between the employer and the individual employee;
- 14.4.4** Detail the monetary value of each term that has been varied by agreement between the employer and the individual employee;
- 14.4.5** 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
- 14.4.6** State the date the agreement commences to operate.
- 14.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 14.6** Except as provided in clause 14.4.1 the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 14.7** 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.
- 14.8** The agreement may be terminated:
- 14.8.1** By the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- 14.8.2** At any time, by written agreement between the employer and the individual employee.
- 14.9** 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 enterprise agreement.
- 14.10** Any such agreement may not be made a requirement by an employer of any prospective employee gaining employment.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

15. DISPUTE RESOLUTION

- 15.1** In the event of a dispute in relation to a matter arising under this Agreement, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Performer or Performers concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Performer or Performers concerned and more senior levels of management as appropriate.
- 15.2** A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- 15.3** If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to Fair Work Australia (FWA) for resolution by mediation

and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

- 15.4** It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally unless a Performer has a reasonable concern about an imminent risk to his or her health or safety.
- 15.5** Any dispute referred to FWA under this clause should be dealt with by a member agreed by the parties at the time or, in default of agreement, a member nominated by either the head of the relevant panel or the President.
- 15.6** The decision of FWA will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

16. TERMS OF ENGAGEMENT

16.1 A performer may be:

16.1.1 Engaged weekly for the run of the play or plays; or

16.1.2 Engaged weekly for a particular period; or

16.1.3 Engaged on an ongoing weekly basis; or

16.1.4 Engaged Casually.

16.2 In the case of Employees not specifically engaged for a run of the play or a particular period, and not paid the rates for those casually engaged, the employment shall only be terminated on either side by two weeks notice or such longer period as may be required pursuant to the Act or by payment in lieu of notice. Such notice shall be either given in writing or plainly posted upon the call board or other place seen by the Employees in the ordinary course of their employment. Such notice may be given at any time during the week and the Employee shall only be entitled to payment pro rata for the time up to the expiration of the notice.

16.3 In the case of a specific engagement for a run of the play or plays the Employer shall 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 shall be not less than two weeks provided where the Act requires a longer period of notice such period shall apply.

16.4 In the case of specific engagement for a run of the play or for a particular period the ordinary rules of law relating to contracts shall apply and shall be binding on both Employer and Employee.

- 16.5** Provided that in the cases of Sub clauses 16.3 and 16.4 above, the Employee has been employed by the Employer for a consecutive period of 14 months from the date of the Employee's opening performances, then the engagement may be terminated by either party giving four weeks notice of such termination in writing to the other party or such longer period as may be required by the Act. Such notice shall 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.
- 16.6** If the Employer shall fail to produce or present the production for which the Employee is definitely engaged or if the run of the play for which the Employee is definitely engaged is less than four weeks, the Employer shall 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 total negotiated rate of pay unless the engagement of the Employee was originally for a lesser period than four weeks in which case the Employer shall 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.
- 16.7 Contract of Engagement**
- 16.7.1** An Employee may only be engaged for a run of the play or the particular period if such engagement is confirmed in writing.
- 16.7.2** In the case of an Employee engaged for a single play and/or production and receiving a salary below the upper salary limit as defined the engagement shall be in the form of the standard contract as specified in Schedule 5 of this Agreement.
- 16.7.3** Where a contract is issued with terms and special conditions inconsistent with the standard contract form prescribed by this Agreement, such terms and special conditions shall be void to the extent of the inconsistency and shall be deemed to be in the form prescribed.
- 16.8** At the conclusion of the run of the play or the particular period for which the Employee was engaged he/she shall be returned to the place of residence and in the absence of any agreement to the contrary the employment shall then be deemed to be at an end. Should the Employee leave the Employer's employ during the course of a run of the play or particular period for which he/she has been specifically engaged except as provided in sub clause 16.4 above such Employee shall be responsible for his/her own return fare unless such leaving be justified by and be directly attributable to a breach by the Employer of this Agreement or of the contract signed between the Employer and the Employee with respect to the employment, in which case the fare shall be paid by the Employer.
- 16.9** If any work is done by an Employee for the Employer after the time of the expiration of the notice period under sub clauses 16.2, 16.3 or 16.4 above, or after the expiration of a particular period in accordance with sub clause 16.4 above as the case may be, otherwise than in pursuance of a separate weekly or run of the play engagement or an engagement for a particular period, it shall be paid for at casual rates or at one-sixth of his/her negotiated rate (per performance) plus the applicable casual loading, whichever is the greater.

16.10 Employees who become entitled to be treated as being engaged by the week shall perform such work as is agreed upon in writing or, in the event that no such agreement has been entered into, such work as the Employer shall from time to time require on the days and during the hours usually worked by the class of Employees affected.

16.11 Lay-off

The Employer guarantees to the Employee not less than 23 weeks of continuous employment at the Employee's negotiated rate in each period of employment of 26 weeks (pro rata for any period of less than 26 weeks), and the Employer shall have the right to lay off the Employee at the Total Negotiated Weekly Rate set out in clause 4(1) of the Employees Standard Contract for not more than three weeks during such period of 26 weeks (pro rata for any period of less than 26 weeks).

16.11.1 Lay-off time allowable under this clause may be accumulated to a total of three weeks.

16.11.2 The Employee may be called upon to attend rehearsal and/or publicity calls during the last two days of any period of time out.

16.11.3 Lay-off time allowable under this clause shall only be applied on movement of a production from one theatre to another excepting by mutual agreement between the Employer and the Employee.

16.12 Broken Weeks and Transfer Weeks

Payments made in a broken week or where a production is transferred from one location to another and where lay-off time is not applicable (transfer weeks), shall be on the following basis:

16.12.1 Broken weeks (as defined in the Definitions Clause of this Agreement).

(a) Rehearsal days at the beginning of the engagements: -1/6th of rehearsal salary

(b) Performance Days at the end of the engagement: -1/8th of performance salary

16.12.2 Split Weeks

In the week of the first public performance in each city where there is a combination of performance and non-performance days during that week (and lay off is not applicable) payment will be made on the basis of one sixth of the Total Negotiated Weekly Rate set out in clause 4(1) of the Employees' Standard Contract for non-performing days and one eighth of the Total Negotiated Weekly Rate set out in clause 4(2) for each performance.

16.13 Serious Misconduct

Nothing in this Agreement shall affect any legal right of the Employer to dismiss without notice any Employee, whether on tour or away from the place of employment or not, for malingering, neglect of duty or misconduct; and in the case of such dismissal wages shall be payable for the employment up to but not after the time of dismissal. In the event of any such Employee being away from his/her place of engagement the Employer shall pay the fare of the Employee back to the Employee's place of residence and the Employer shall ensure that the Employee is provided with transport back to the place of his/her residence as expeditiously as possible.

16.14 Stand Down

Notwithstanding anything elsewhere contained in this Agreement, an Employer may deduct payment for any day or part thereof where an Employee cannot be usefully employed because of any strike, ban on work, or any other stoppage or interference beyond the control of the Employer but subject to the following conditions:

- 16.14.1** Where the Employer proposes to exercise the right given hereunder, it shall notify the Employee and where the employee requests it, advise the Media Entertainment and Arts Alliance accordingly. During the period such notification remains in force, the Employee shall be deemed to be stood down for the purpose of this sub clause.
- 16.14.2** An Employee who is stood down as aforesaid shall be treated for all purposes (other than payment of wages) as having continuity of service and employment notwithstanding such stand down.
- 16.14.3** An Employer, if requested by an Employee stood down or about to be stood down under this sub clause shall on the day of the stand down or as soon as practicable pay the Employee:
- (a)** All monies excluding annual leave due and payable to the Employee under his/her contract of employment as at the date on which the Employee is stood down.
 - (b)** Any payments which would be made to the Employee under the Annual leave clause of this Agreement, as if the employment of the Employee was terminated on the date he/she was stood down provided that such payments shall if the Employer so determines or the Employee so requests be limited to a period of annual leave which is the same length as the period for which the Employee is stood down.
- 16.14.4** An Employee who is stood down shall be entitled to take other employment (during the stand down period). On obtaining other employment the Employee shall advise the Employer immediately of his/her commitment. Any dispute with regard to the employee taking other employment will be settled through the Dispute Settling clause.
- 16.14.5** Notwithstanding anything hereinbefore contained, an Employer will not deduct payment for any day prescribed by the Agreement as a public holiday which occurs during the period of stand down of an Employee except to the extent that such Employee becomes entitled to payment for the holiday in other employment. An Employee claiming payment for a public holiday under this paragraph shall, if required by the Employer, furnish a statutory declaration setting out details of any other employment during this period and the remuneration received herein.

- 16.15** If an Employee shall be required to appear nude or semi-nude such requirement shall be specified in the contract of engagement or in the case of Employees not specifically engaged for a run of the play or a particular period, specified at the time of engagement. A semi-nude condition is where an Employee is required to appear nude except for the wearing of g-strings, pastiches, etc. or is required to appear clothed in such a manner as to expose areas of the body which have sexual connotations.
- 16.16** Where the Employer is aware the production may include "smoking" and if an Employee shall be required to smoke, such requirement shall be specified in the contract of engagement or in the case of Employees not specifically engaged for a run of the play or particular period, specified at the time of engagement. In the event the Employer is not aware of a "smoking requirement" upon engaging the Employee, or where the Employer wishes to introduce "smoking" into the production, after engaging the Employee, any introduction of smoking into the production shall be on the basis of "mutual consent" between the parties.
- 16.17** Should the Employer deem it necessary or desirable that the Employee should not play the part for which he/she was 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 his/her 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 him/her in an alternative role. If the Employer does not give notice in accordance with the provisions of this sub clause, the Employer shall not preclude the Employee from playing the said part except as hereinafter provided.
- 16.18** Engagement under the terms of this Agreement is for live performance. Except as provided in the Special Attendance Publicity clause and Part 9: Recording Clause of this Agreement, recording of a live rehearsal or performance by any means whatsoever is expressly prohibited unless agreement is reached between the Employer, Employee and where an Employee requests it the Alliance.

17. SUB-CONTRACTS

- 17.1** If work of any of the kinds covered by this Agreement is done by an Employee or arranged to be so done in the interests of the Employer in any way, this Agreement shall apply to such work, Employee and Employer notwithstanding that the Employer causes or permits such work to be done for or through or by means of a contractor or other person, and the Employer and Employee shall have the same rights and obligations to each other as if they were in respect of such work directly Employer or Employee.
- 17.2** An Employer shall not permit any of the work covered by this Agreement to be done by Employees in any place under his/her control through a contractor or other person, except in accordance with the terms and conditions of this Agreement as if the contractor or other person were himself a party to and bound by this Agreement.
- 17.3** No Employer shall enter into any contract for the carrying on of any of the work covered by this Agreement by means of Employees unless the contract contains a clause binding the contractor to pay the rates and observe the conditions prescribed in this Agreement in respect of the work contracted for so long as this Agreement remains in operation.

18. AUDITIONS

- 18.1** The engagement shall not be deemed to have commenced until after an audition if such is desired by the Employer and an Employee shall not be entitled to any payment until he/she is definitely engaged except as prescribed herein and for any rehearsals as prescribed in this Agreement.
- 18.2** Auditions shall not be made in public and shall not be paid for unless the number thereof requested by the Employer exceeds three in any period of 28 days in which case there shall be paid for each audition in excess of three in any period of 28 days the casual rate as prescribed as set out in Table C of Schedule 1 of this Agreement.
- 18.3** The Audition Guidelines set out in Schedule 2 form part of this Agreement.

19. DISCRIMINATION

- 19.1** The Employer shall not discriminate in the selection of or retention of employees against members of an organisation, union or association on the ground of such membership, or because they are not members of any other organisation, union or association.
- 19.2** The Employer shall not either directly or indirectly or through his/her servants or agents seek to induce an employee who is a member of the said organisation, union or association to cease to become a member or to become a member of any other organisation, union or association.
- 19.3** LPA and the Alliance recognise the need for expanding the participation of performers from diverse ethnic backgrounds (for example Indigenous Australians and Asian-Australians), women performers and performers with a disability in their artistic process. Towards that end the Employer shall utilise a flexible, imaginative casting policy in casting roles where race, ethnicity, gender or the presence or absence of a disability is not germane.

20. ANTI-DISCRIMINATION

- 20.1** It is the intention of the parties to this Agreement to achieve the principal object in section 351(1) of the *Fair Work Act 2009* (the Act) by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 20.2** Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 20.3** Nothing in this clause is to be taken to affect:
- 20.3.1** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - 20.3.2** an Employee, Employer or registered organisation, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
 - 20.3.3** the exemptions in section 351(2) of the Act.

PART 5 - WAGES AND RELATED MATTERS

21. CLASSIFICATIONS AND WAGES

21.1 Definition of Performer

"Performer" is an Employee who takes part in a performance and includes an actor, singer, dancer, understudy/swing performer, variety Performer, puppeteer, compere, comedian or any other type of performer.

21.2 Performer - Category 1

21.2.1 Performer Grade One

A performer with less than three years professional 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 his/her artistic skills to a professional standard as required. An Employee at this level shall have appropriate qualifications or be able to show they possess skills of an equivalent standard.

Indicative Tasks

- * acting
- * singing
- * dancing
- * skating
- * aquatic performing
- * understudying
- * any other type of performing

21.2.2 Performer Grade Two

A performer with more than three years professional 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 paid work as a performer, 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 Grade One Theatre Performer.

21.2.3 Principal - Opera

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

21.2.4 Supernumerary

A person employed to appear only incidentally or in background and who does not speak or sing or dance or perform individually as directed.

21.3 Performer Category 2

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.

Indicative Tasks

As per category 1 and in addition 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.

21.4 Understudies

21.4.1 "Star role", "Leading role", "Supporting role", "Minor Supporting role" and "Ensemble Cover" for the purposes of Table D of Schedule 1 (understudy allowances) of this Agreement shall mean:

21.4.2 "Star role" is a role where the salary of the Employee concerned exceeds the upper salary limit figure as defined.

21.4.3 "Leading role" is a role where the negotiated rate of pay of the Employee concerned exceeds double the performer Grade 1 rate prescribed in Schedule 1 of this Agreement but is less than the upper salary limit figure as set out in the preceding subparagraph.

21.4.4 "Supporting role" is a role where the Employee is required to speak by him/herself more than 40 words or to sing solo more than 40 bars of music in the aggregate, or to 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.

21.4.5 "Minor Supporting Role" is where the Employee is required to speak by him/herself between 1 and 40 words or to sing solo between 1- 40 bars of music in the aggregate, or to dance solo between 1 - 40 bars of music in the aggregate.

21.4.6 Ensemble Cover – is where the Employee is required to cover a role or plot in which the Employee is not required to speak any words by him/herself at all nor sing solo, nor dance solo. In this case the Employee would not be entitled to any weekly payment but will get paid a performance loading per plot (one payment for all, or part thereof, a plot) performed on any night.

21.4.7 "Onstage Swing performer" is an Employee who normally appears costumed on stage before an audience during the performance and who is engaged principally to understudy multiple roles in a production. The onstage swing has a usual plot, (provided that such plot may be deleted from the performance without any additional burden being imposed upon other performers in the performance and without any occupational, health and safety issues arising) and can appear in any number of scenes on a regular basis however their primary task is to understudy and play such other roles or plots as may be required to cover for sickness, illness, injury or other cast covering for other roles.

21.4.8 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. Agreement may be reached between the Employee and the Employer that the Employee can appear costumed on stage during the performance for up to three musical numbers. Such appearances shall not exceed fifteen minutes duration within a performance except in exceptional circumstances.

21.5 Juveniles - Wages

21.5.1 14 years of age and under

Not on tour: 45 percent of the minimum weekly rate of the Performer Category 1, Grade 1 or Grade 2 rate as set out in Schedule 1.

On tour: Applicable adult rate.

21.5.2 15 years of age

Not on tour: 55 percent of the minimum weekly rate of the Performer Category 1, Grade 1 or Grade 2 rate as set out in Schedule 1.

On tour: Applicable adult rate.

21.5.3 The conditions for the employment of juvenile performers set out in The Code of Practice for Children's Employment and incorporated in Schedule 3 shall apply to all engagements of juvenile performers under this Agreement.

21.6 Casuals

21.6.1 Cancellation

If an engagement which has been made is cancelled by the Employer at a time which is less than ten days prior to the date of the performance for which the Employee was engaged, the Employee shall receive payment in full. If an open air performance is postponed because of rain the Employee shall receive half the fee if such an Employee is re-engaged for subsequent presentation not later than three weeks after the date of the postponement, otherwise the Employee shall receive full payment.

21.6.2 Performance

(a) Casual Employees other than supernumeraries, shall for each performance be paid one-sixth of the appropriate minimum rate plus the applicable casual loading. The maximum length of such performance shall be three hours (exclusive of any making up or taking off).

(b) An Employee engaged as a variety Performer or as an "act" for each performance shall be paid one-fifth of the appropriate minimum rate plus the applicable casual loading. The maximum length of any such performance (exclusive of making up or taking off) shall be three hours.

21.6.3 Rehearsals

Employees engaged casually for rehearsals shall be paid as set out in Table C of Schedule 1.

21.6.4 Casual supernumeraries

Casual supernumeraries shall be paid as set out in Table C of Schedule 1.

21.6.5 Applicable casual loading

Upon the registration of the Agreement with FWA, the applicable casual loading shall be 17 percent. It will then increase by 2 percent on 1 July every year for the life of the agreement as follows:

1 July 2011	1 April 2012	1 October 2012	1 July 2013
17%	19%	21%	23%

22. PAY RATES AND WORK RELATED ALLOWANCES**22.1 Minimum Wages and Salaries**

22.1 Minimum rates and salaries are specified in Table A(1) of Schedule 1 for the duration of this Agreement.

22.2 Regional Tours

For the purposes of this clause "Regional Tours" means a tour of regional Australia including Canberra and those venues more than 32 kilometres from the CBD of a Capital City.

This provision will not apply to those regional tours which have received funding from Playing Australia nor to school tours.

Notwithstanding the provisions of clause 22.1, performers engaged on regional tours shall be paid no less than minimum rates prescribed in Table A(2) of Schedule 1.

22.3 Deleted

22.4 Deleted

22.5 Deleted

22.6 Understudy allowances

22.6.1 An Employee is required by the Employer to act as understudy, the Employee shall be paid an additional amount for each plot not less than as set out in Table D of Schedule 1.

Where an Employee is engaged to understudy a plot which comprises more than one role, the Employee shall receive one weekly loading only for understudying all or part of that plot - that being the highest loading applicable for the role or roles understudied.

22.6.2 If an Employee is required by the Employer to perform a plot in which he/she is acting as understudy the Employee shall be paid an additional amount per performance not less than as set out in Table D of Schedule 1.

Where an Employee is engaged to perform a plot which comprises more than one role, the Employee shall receive one performance loading only for performing all or part of that plot - that being the highest loading applicable for the role or roles performed provided that:

Where a swing performer is understudying a supporting or minor supporting role aggregate payments to the swing performer may not exceed the total negotiated rate of pay paid to the Employee whose part is being understudied.

22.6.3 For the purposes of the previous sub clauses "plot" is a role or roles for which an Employee is principally engaged. The principal engagement does not include roles for which the Employee may be engaged to understudy. The plot for which the Performer is engaged may comprise one or more roles as per the above definitions, and may comprise both star, lead, supporting, minor supporting and ensemble roles.

The additional payments prescribed in Schedule 1 shall not apply in the case of ongoing ensemble companies where the performers are engaged on fixed term contracts to perform in a number of different productions.

22.6.4 Deleted.

22.7 Extra duties allowances

22.7.1 An Employee who as part of his/her duties is required by the Employer to act as an assistant stage manager shall be paid, in addition to his/her applicable total negotiated weekly rate, the amount specified in Table D of Schedule 1.

22.7.2 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 shall be paid not less than the applicable amount specified in Table D of Schedule 1, in addition to his/her total negotiated weekly rate.

22.7.3 An Employee who is required to perform work as driver or a person in charge whilst on tour shall be paid not less than the applicable amount specified in Table D of Schedule 1 in addition to his/her total negotiated weekly rate.

22.8 **Wardrobe Allowances**

22.8.1 Where the Employer does not provide a Performer with costumes for wearing during performances and such costume is supplied by the Performer the Employer shall pay the Performer a sum of not less than the applicable amount specified in Table D of Schedule 1 for each suit, frock or costume or other article supplied by that Performer with a minimum payment as specified in Table D of Schedule 1 plus an additional amount as specified in Table D of Schedule 1 for each pair of shoes provided by the Performer.

22.8.2 The Employer shall provide skating boots and skates, socks and skate bootlaces for the use of Performers whose work includes ice skating performances. Should the Employer not provide skating boots and skates he/she shall pay the Performer lieu of skates, of socks and laces an amount as specified in Table D of Schedule 1. Provided that this provision shall not apply to performances by specialty skating Performers.

23. PAYMENT OF WAGES

23.1 Wages shall be paid to an employee without any deduction (other than advances on account of wages, fines, tax or other deductions which the employer is bound by law to deduct) by electronic transfer not later than 10.00 p.m. on the Wednesday of each week for work during the preceding week Monday to Sunday.

23.2 All wages will be accompanied by details clearly outlining all allowances, penalty payments and tax deductions.

23.3 Wages shall not be paid to any person other than the Employee entitled to such wages or a person authorised by the Employer in writing to collect wages on their behalf.

23.4 All monies shall be paid in cash, bank cheque or electronic funds transfer unless the Employee agrees, in writing, to some alternative.

23.5 The Employer shall provide the Employee with a payment summary no later than thirty days following the end of the financial year.

24. COSTUMES AND MAKE-UP

24.1 The Employer shall provide make-up for supernumeraries when such Employees are not receiving at least the prescribed Performer Grade 1 minimum rate of pay.

24.2 Other Employees shall provide their own standard facial make-up. When the Employer requires the Employee to use special make-up including body make-up and/or special effects facial make-up the Employer shall provide such make-up.

24.3 The Employer shall provide all specific costumes and footwear, stockings and fleshings, wigs and appurtenances required by the Employer to be used in performance or rehearsal and they shall have been newly laundered and/or cleaned when so provided and shall be maintained in a clean and hygienic condition by the Employer. (For the avoidance of doubt, "costumes" are those items to be worn, or rehearsal substitutes, for those to be worn in a performance. They do not include personal rehearsal clothing or rehearsal shoes.)

24.4.1 An Employee required to dance shall be provided by the Employer with new shoes and dance supports suitable to the physical requirements of the Employee for performances.

24.4.2 An employee required to dance will be provided with new shoes suitable to the physical requirements of the Employee as soon as possible after the commencement of the engagement to ensure such shoes have been "worn in" before the first public performance.

24.5 All costume and dance supports laundry made necessary by the work of the Employee for the Employer shall be done at the Employer's expense.

24.6 The Employee shall not remove from the theatre costumes or other articles provided by the Employer.

25. SPECIAL ATTENDANCE - PUBLICITY AND WARDROBE

25.1 Other than Electronic Media

Prior to the commencement of employment

25.1.1 If prior to commencement of a period of employment, the Employee is required by the Employer for the purposes of wardrobe, still photography or any other matter connected with the Employer's business (except electronic appearances and/or interviews) to attend:

(a) the place of employment; or

(b) a still photographic studio; or

(c) in another location agreed between the employer and employee;

the provisions of the following sub clauses shall apply.

25.1.2 The Employer shall pay the Employee:

- (a) for the time of such attendance, including travel time, pro rata at the casual rehearsal rate prescribed with a minimum payment for two hours set out in Table C of Schedule 1; and
- (b) the cost of direct travel to any designated venue or location.
- (c) Such travel shall commence at the theatre or other place of employment or at a central point in the particular city designated by the Employer.

25.1.3 Such attendance shall be within the ordinary hours of work prescribed in the hours of work clause of this Agreement.

Subsequent to the commencement of employment

25.1.4 If subsequent to the commencement of employment the Employee is required for the purposes of wardrobe, still photography or any other matter connected with the Employer's business such attendance shall, subject to the provisions of the hours of work clause of this Agreement, be without additional payment.

25.1.5 The Employer shall use his/her best endeavours to ensure that still photographs of the Employee taken in accordance with the provisions of this clause shall not be published for any purpose other than publicity for, or advertisement of, the play or live entertainment. Equally, images from the show shall not be used by the Employee anywhere, without the express written consent of the Employer provided that it is understood, in accordance with industry custom and practice, that an employee may, with the consent of the Employer, use such material for the purposes of the Employee's show reel or portfolio and the Employer will not unreasonably withhold consent for such use.

25.2 Electronic Media**Commercial Advertisements**

25.2.1 Where a segment of a rehearsal or a performance in which the Employee is performing is filmed or otherwise recorded for publicity and marketing purposes with the intention to advertise the Production in electronic media the following provisions shall apply:

- (a) If the segment is to be made up into an advertisement for the production for the purpose of being transmitted as a paid advertisement, the Employee shall not receive any additional payment.
- (b) The Employer may transmit the advertisement in Australia to publicise the Production in the following media:
 - Television (free to air and pay)
 - In flight
 - Domain web site of the Employer and their Employer approved links
 - E-cards
 - In house, on the Employer's premises or the theatre where the Production is being or is to be performed, and/or
 - Radio;
 - Ticketing agencies venues in house TV loop;
 - Hotels in house TV loop;

- Where the production is undertaken in a “theatre entertainment precinct” such as a casino or a performing arts centre then in house TV loop throughout that theatre entertainment precinct.

Provided that such advertisement may not be used for the promotion of a remounting of the same production. A remounting of the same production does not include situations where a production is required to play a number of seasons during a tour and that the break between each season is not more than twelve months in duration.

- (c) Where the Employer exercises its rights pursuant to this clause and places segments of the performance on its web site or uses the promotion in-house as defined then the Employer will remove the material no later than 7 days after the final performance of the production.
- (d) Where the Employer exercises its rights pursuant to this clause for web use then the Employer will use best endeavours to prevent users making copies of the performance (other than temporary copies made in the technical course of communication). However, the Employer does not warrant that the technical means it uses will not be able to be circumvented. Subject to the obligation to use best endeavours the Employer will not be liable for any loss or damage in the event a person is capable of circumventing the technical means used.
- (e) If the Employer exercises its rights under this clause no specific consent is to be required from the performer(s) however notification of when the recording is to take place will be required.

25.2.2 News and Current Affairs

- (a) If a segment is to be transmitted as a news item or used as a current affairs program or any other type of program content the transmission time shall not exceed fifteen minutes and shall only be used during the life of the production in Australia and New Zealand.

NB: Nothing in this clause is intended to authorise the filming of a “making of” or any other stand alone production which will be the subject of separate negotiations pursuant to clause 16.18.

- (b) The maximum time of any recording call outside the theatre shall be four hours. All time worked in excess of four hours shall be paid for at the Employee’s Overtime Rate.

25.3 Electronic Media Interviews

- 25.3.1** An Employee shall give such press, radio, television and other interviews as the Employer shall reasonably require but otherwise shall not give, nor knowingly allow any other person (not authorised by the Employer) to give, any interviews, information or expression of opinion or material for publicity or press purposes either verbal, documentary or in the nature of illustrations to any member to the press, radio or television or to any other person without the written permission of the Employer.

- 25.3.2** Attendance at such interviews, and reasonable travel time to and from the place of interview if other than the place of employment, shall be counted as time worked.

25.4 Billing/Credits

25.4.1 The Employee will not be presented in any promotional material within the control of the Employer which can be reasonably described as detrimental to his/her professional status or reputation.

Should a dispute arise between the Employer and the Employee in this regard the matter shall be dealt with in accordance with the Dispute Settling Clause.

25.4.2 The Employer shall ensure, where it is within his/her control, that all Employees appearing in a performance are accurately billed and that their names, professional experience and photographs appear in the program.

25.4.3 The Employer shall ensure, where there are three or less Employees in a photo (except where the photo is situated in a program) the Employees shall be credited in such photos.

25.4.4 The Employer shall notify the audience of any changes in the cast for named roles.

25.4.5 In the event of any changes in the cast the Employer shall place a "cast board" noting such changes, in the foyer of the venue on each day of the performance for that day's performance.

25.4.6 Where a new Production is mounted and publicity material is used from a previous production the Employer shall use best endeavours to credit the previous Production.

25.4.7 Where photographic material is reproduced in printed material (other than newspapers), the Employer shall use its best endeavours to credit the Production.

25.4.8 The Performer is at liberty to include any information which is industry-relevant in their biographies, as long as it is not derogatory of the Employer or the production and within the word limit set by the Employer.

26. SUPERANNUATION

26.1 The Employer shall on behalf of the Employee, make superannuation contributions to MEDIA SUPER or the employees' complying superannuation fund. Such superannuation contributions shall be paid as follows:

26.1.1 Where the relevant Federal Government Legislation requires the Employer to make Superannuation Guarantee contributions on behalf of an Employee, the Employer shall make contributions to MEDIA SUPER equivalent to 10% of the Employee's Total Negotiated Rate; or

26.1.2 Where the relevant Federal Government Legislation does not require the Employer to make a Superannuation Guarantee contribution on behalf of an Employee, the Employer shall make superannuation contributions to MEDIA SUPER equivalent to 3% of the Employee's Total Negotiated Rate.

26.2 The above Sub Clauses shall not apply to Juvenile performers, except where the junior performer is engaged on a contract of twelve weeks or longer, or has been employed in the entertainment industry for a minimum of six professional engagements or a minimum of 30 days.

26.3 The subject of superannuation is dealt with extensively by Federal legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Change Act 1992, the Superannuation Industry

(Supervisor) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation as varied from time to time, governs the superannuation rights and obligations of the Parties. At the time of execution of this Agreement the prescribed superannuation guarantee contribution rate made on the employee's behalf, by the Employer is 9%.

- 26.4.1** Where a contribution is made as prescribed in sub clause (26.1), the Employer shall forward to the fund administrator of MEDIA SUPER or the employees' superannuation fund the contribution, the name and address of the Employee on whose behalf the contribution is made and the Superannuation Fund number of the Employee, or in the event the Employee is not a member of Just Super or another complying fund a completed Media Super application form.
- 26.4.2** The Superannuation contribution shall in the case of weekly Employees be paid no later than seven days following the end of the last pay period in any month.
- 26.5** Where an Employee is over 70 years of age superannuation contributions will be made to MEDIA SUPER or the Employee's superannuation fund if the fund rules permit. If the superannuation fund rules do not permit these contributions the Employer will make an in lieu payment equivalent to the amount the Employee would have received as Superannuation. Payment will occur in accordance with clause 26.4.2 above.

PART 6 HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK, PUBLIC HOLIDAYS

27. HOURS OF WORK AND TIME OFF

- 27.1** Subject to clause 31.1.6 the ordinary hours of work shall be 38 per week, except in the following circumstances:
- 27.1.1** during rehearsals no more than 40 hours per week;
- 27.1.2** in the week immediately prior to opening night, or the first public performance, no more than 48 hours per week. The Employer will advise the Employee as soon as practicable after the commencement of rehearsals during which week the 48 hours will be worked.
- 27.2** Such hours shall be worked on not more than six days in any one week.
- 27.3** Such hours shall not exceed eight in any one day.
- 27.4** Such hours of work shall be worked between the hours of 9.00 a.m. and 12.00 midnight except for publicity and travel calls which can commence from 8.00am.
- 27.5.1** The minimum time to be credited to an Employee for each whole time performance or dress rehearsal given shall be two and a half hours (exclusive of making up, dressing and taking off make-up, etc.) from commencement of the performance to the conclusion of the performance.
- 27.5.2** Notwithstanding the provisions of clause 27.5.1, where an Employee works in accordance with clause 29.2.2 provided that no further hours of work are undertaken by the Employee the Employee will be deemed to have worked 38 hours in that week. This clause is not intended to alter the operation of clause 27.1.

27.6 The minimum time to be credited to an Employee for each rehearsal or any extra session such as wardrobe and photo calls, shall be two hours provided that where extra calls are held either immediately before or after a rehearsal or performance call they shall only be counted as time worked.

28. ORGANISATION OF WORK

28.1 The provisions of this clause and the proceeding (meals intervals and allowances) clause shall apply except where alternative arrangements are agreed between the Employer, and a majority of the cast involved.

28.2 A break of eleven clear hours between completion of one day's work and the commencement of another shall be given to the Employee except that the eleven hour break may be reduced to ten hours once per week:

(a) for publicity calls and/or

(b) for travel by air only.

28.3 Hours worked shall be:

28.3.1 the actual hours of work from the beginning of a call, rehearsal or performance to its conclusion with a minimum as prescribed in Clause 27;

28.3.2 for performances and dress rehearsals, thirty minutes (unless the Employer requires earlier attendance) prior to a performance or dress rehearsal for dressing or making-up; and

28.3.3 fifteen minutes at the conclusion of a performance or dress rehearsal for undressing; but excluding any unpaid meal breaks under Clause 30.

28.4 The maximum ordinary daily hours of work shall be eight after which overtime rates at time and one half for the first two hours and double time thereafter shall be paid.

28.5 On a day on which no performance is worked, the hours worked shall be continuous except for breaks prescribed by Clause 30.

28.6 Within the ordinary daily hours of work Employees may be required to undertake:

28.6.1 vocal and physical warm up immediately prior to a performance or dress rehearsal sufficient to minimise injury; and

28.6.2 classes and/or notes reasonably required to be completed by the Employer.

28.7 No rehearsal may be held on a day when more than one performance of a substantially whole time nature is given, except in the case of an emergency and with the agreement of the cast.

28.8 Rehearsals for supernumeraries may be called at any time mutually agreed between the Employer and the employee. Such rehearsals shall not exceed three hours' duration.

28.9 Where an Employee has worked two performances on a Saturday immediately followed by two performances on a Sunday, the Employer will ensure one of the following apply, either:

28.9.1 No non-performance work may be rostered until after 1pm on the subsequent Tuesday and no performance may be rostered on either the Monday or Tuesday following the Sunday performance;

OR

28.9.2 No performance may be rostered on the Monday following the Sunday performance and no non-performance or performance work may be rostered until after 6pm on the Tuesday following the Sunday performance.

29. NUMBER OF PERFORMANCES

29.1 Deleted

29.2 The maximum number of performances for which the total negotiated weekly rate is paid shall be:

29.2.1 for performances of a substantially whole time production or pantomime, eight; and

29.2.2 for performances up to one hour in duration, twelve.

29.3 Where additional performances are undertaken as part of the ordinary hours of work the following provisions shall apply:

29.3.1 in the case of additional performances of a substantially whole time production (excepting pantomimes), the Employee shall be paid one-eighth of his/her overtime rate for each additional performance above eight;

29.3.2 in the case of additional performances of pantomime exceeding eight but not exceeding twelve, the Employee shall be paid an additional one-eighth of his/her overtime rate for the first performance exceeding eight and then an additional one-sixteenth of his/her overtime rate for each performance in excess of the ninth performance in any such week; and

29.3.3 in the case of performances up to one hour in duration, an additional payment of one-tenth of his/her overtime rate for each performance above twelve.

29.4 If an Employee is engaged in weekly engagement to appear in two or more different contemporaneous productions for the same Employer, each production shall be deemed to be a separate week's engagement for the purpose of this clause, but this shall not apply when one of the productions is a pantomime in which case the Employee shall be paid one-eighth of his/her overtime rate additional for each performance exceeding eight in a week.

30. MEAL INTERVALS AND ALLOWANCES

30.1 No Employee shall be required to work continuously in excess of four hours without a substantial break for a meal, recuperation and/or refreshment, except that this may be extended to five hours:

30.1.1 when the length of production prevents the practicality of a break at four hours; or

30.1.2 during rehearsal to assist with the conclusion of the rehearsal of a particular scene, number, dance routine etc; or

30.1.3 with agreement with the cast.

- 30.2** A break as prescribed in the previous sub clause of this clause shall be of a minimum duration of one hour if taken before 4.00 pm or one and one half hours if taken after that time.
- 30.3** Such breaks shall be unpaid.
- 30.4** During rehearsals a reasonable refreshment break shall be provided to Employees to be counted as time worked.
- 30.5** There shall be a break of not less than 45 minutes clear of dressing, undressing, making-up or taking off make-up between the conclusion of one performance and commencement of another performance on the same day.
- 30.6** If there is a break of less than two hours between the conclusion of one performance and the beginning of the next performance the Employer shall provide an Employee with a satisfactory meal. Alternatively, the Employer may pay to the Employee the amount set out in Table E of Schedule 1 in lieu of the said meal. The Employer shall also provide tea and coffee or the ingredients and facilities to make and serve same.
- 30.7** There shall be a clear break between the conclusion of a full rehearsal and the commencement of another full rehearsal or performance of one and a half hours.

31. OVERTIME

31.1 Engaged by the week or for a longer period

- 31.1.1** All time worked in excess of eight hours on any one day shall be paid for at the rate of time and a half for the first two hours and double time thereafter based on the employees' hourly Overtime Rate (as defined).
- 31.1.2** All time worked in excess of 38 hours in any one week, other than as per clause 27.1.1 and 27.1.2, shall be paid at the rate of time and a half for the first two hours and double time thereafter based on the employees' Overtime Rate.
- 31.1.3** For any work up to eight hours on the seventh day in a week (Monday to Sunday) (as nominated by the Employer) the Employee will be entitled to be paid an additional amount equivalent to one third of the Employee's Overtime Rate.
- 31.1.4** Overtime shall not be paid twice for the same time worked, however, where more than eight hours are worked on the seventh day the Employee shall be paid at double the Employee's Overtime Rate for those additional hours over 8.
- 31.1.5** Where an Employee is paid for an extra performance or performances pursuant to Clause 29, the hours paid for in relation to such extra performance or performances shall not be taken into account in calculating the weekly total of hours for the purposes of Sub clause 31.1.2 above.
- 31.1.6** All hours worked in excess of 38 in a week as per clauses 27.1.1 and 27.1.2 shall be displayed on the Employee's pay slip as a negative balance and where less than 38 hours are worked in a subsequent week the difference in hours shall be added to the negative balance until this reaches zero. If at the completion of the engagement or the completion of twelve months from the first date of engagement, whichever is earlier, the balance has not reached zero, the Employee will be paid at time and a half for the outstanding hours.

31.2 Engaged casually other than supernumeraries

- 31.2.1** If a performance is longer than three hours or if an Employee is detained by the Employer during an engagement for a performance for more than three hours (excluding making-up and/or taking off time) the Employee shall be paid at the rate of one-sixth of the appropriate casual fee for such Employee for each half hour or part thereof in excess of the said three hours that the Employee is detained by the Employer.
- 31.2.2** An Employee required to work beyond the hour of 12.00 midnight or who is detained for work or any other reason beyond the hour of 12.00 midnight by the Employer shall be paid at the rate of one-twelfth of the appropriate casual fee for such Employee for each half hour or part thereof beyond 12.00 midnight that the Employee is required to work or is detained, in addition to any other payments for overtime, etc. and the ordinary fee applicable to such Employee.

31.3 General - applicable to weekly or casual engagements

- 31.3.1** Where any of the intervals or breaks due to an Employee as set out in this Agreement are curtailed or extended beyond the hours specified overtime at the rate of time and a half shall be paid for each fifteen minutes or part thereof of such curtailment or extension based on the employees' applicable overtime rate.
- 31.3.2** If an Employee is detained too late to travel by the last train, tram, bus or vessel to his/her home (temporary or permanent as the case may be), the Employer shall provide for them proper conveyance to their home.

32 SUNDAYS AND PUBLIC HOLIDAYS

For any work done on Sundays or public holidays the minimum rates shall be as follows:

32.1 Payment for Employees engaged by the week or for a longer period

Employees engaged by the week or for a longer period shall be entitled to payment for work on Sundays as follows:

- 32.1.1** Where the Employee is contracted pursuant to an agreement which nominates that the Employer may require the Employee to attend one call on a Sunday then the Employee will be paid no less than the rates of pay set out in Table B(1) of Schedule 1 (Table B(2) in the case of a Regional Tour). Provided that the Employee's hours of work in that week shall be arranged to provide the Employee with one complete day off duty in that week.
- 32.1.2** Where the Employee is contracted pursuant to an agreement which nominates that the Employer does not require the Employee to perform on a Sunday and is subsequently required to perform one performance on a Sunday, then the Employee will be paid an additional amount as set out in Table B(3) of Schedule 1 (Table B(4) in the case of a Regional Tour). Provided that the Employee's hours of work in that week shall be arranged to provide the Employee with one complete day off duty in that week.
- 32.1.3** The Employer may request that an Employee agree to travel on a Sunday or any other day on which the Employee would usually be rostered off work. If the Employee agrees they will, unless paid according to the provisions of this clause for work on that day, be entitled to payment of an amount equivalent to one twelfth of the Employee's total negotiated weekly wage in addition to the Employee's total negotiated weekly wage for the week.

- 32.1.4** Whilst the Employer acknowledges the need for Employees to have days where they are rostered off work, the Employee will not unreasonably withhold their consent to travel on a Sunday or day when the Employee would usually be rostered off work.
- 32.2.1** An Employee required to work a second performance on a Sunday will be paid an additional amount of \$75.00.
- 32.2.2** An Employer may request the Employee to undertake non performance work on a Sunday and the Employee will be credited for each hour worked as two hours towards the Employees Hours of Work pursuant to clause 27 but only one hour for the purposes of clause 31.1.6.
- 32.2.3** Where an Employer requests the Employee to undertake non performance work on a day where two performances are performed, the additional hours will be paid at the Employees overtime rate.

32.3 Prescribed public holidays

An Employee shall be entitled to public holidays without loss of pay on the following days or if required to work shall be paid for such work in accordance with the provisions of this clause:

- 32.3.1** New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- 32.3.2** The following days, as prescribed in the relevant States, Territories or localities: Australia Day, Anzac Day, Queen's Birthday, and Eight Hour Day, May Day or Labour Day; and
- 32.3.3** In the Australian Capital Territory, Canberra Day; in New South Wales, the first Monday in August; in Victoria, Melbourne Cup Day unless a substitute day is otherwise prescribed in a locality; in South Australia, the third Monday in May; in Western Australia, Foundation Day; in the Northern Territory, Picnic Day; in Queensland, Show Day; in Tasmania, Regatta Day in Southern Tasmania, and Recreation Day in Northern Tasmania.

32.3.4 Christmas Day falling on a Saturday or Sunday

When Christmas Day is a Saturday or Sunday, a public holiday in lieu thereof shall be observed on 27 December.

32.3.5 Boxing Day falling on a Saturday or Sunday

When Boxing Day is a Saturday or Sunday, a public holiday in lieu thereof shall be observed on 28 December.

32.3.6 New Year's Day or Australia Day falling on a Saturday or Sunday

When New Year's Day or Australia Day is a Saturday or Sunday, a public holiday in lieu thereof shall be observed on the next Monday.

32.3.7 Additional holidays

Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in this clause, those days shall constitute additional holidays for the purpose of this Agreement.

- 32.4** For work on Good Friday and Christmas Day or on any day substituted for any of those holidays, the Employee shall be entitled to payment of an amount equivalent to one quarter of the Employee's total negotiated weekly wage in addition to the Employee's total negotiated weekly wage for the week.
- 32.5** For work on other public holidays the Employee shall be entitled to payment of an amount equivalent to one sixth of the Employee's total negotiated weekly wage in addition to the Employee's total negotiated weekly wage for the week.
- 32.6** In the event that work is not performed on a public holiday such day shall be regarded for the purposes of the Number of Performances Clause and all other purposes under this Agreement as a day on which had occurred one of the eight or two of the twelve performances per week provided for in the Number of Performances Clause, as the case may be.
- 32.7** An Employee required to travel on a public holiday or any other day on which the Employee would otherwise be rostered off work, shall, unless paid according to the provisions of this clause for work on that day, be entitled to payment of an amount equivalent to one twelfth of the Employee's total negotiated weekly wage in addition to the Employee's total negotiated weekly wage for the week.

32.8 Public holiday on Rostered day off

An Employee whose rostered time off falls on a public holiday as provided for in this clause shall be allowed an additional day annual leave provided that no annual leave loading will be payable with respect to such additional day.

32.9 Payment for Employees engaged casually

Employees engaged casually shall be entitled to payment for work on Sundays or public holidays as follows:

- 32.9.1** for a performance the Employee shall be paid double the prescribed minimum rate per performance;
- 32.9.2** for a rehearsal the Employee shall be paid double the prescribed casual hourly rate rehearsal rate with a minimum payment as for four consecutive hours.

33. ROSTERS

An Employee shall be given at least 24 hours notice of any change in his/her rehearsal and/or performance scheduled hours except during the seven day period prior to the opening performance in which case twelve hours notice shall be given.

PART 7 - LEAVE OF ABSENCE AND HOLIDAYS

34. ANNUAL LEAVE

This clause applies to persons engaged by the week as defined in the definitions clause of this Agreement.

- 34.1** All Employees shall be entitled to four weeks' annual leave in respect of each calendar year of service. Such leave shall be paid at the Total Negotiated Rate and before the employee commences the period of leave.
- 34.2** Such annual leave shall accrue from the first day of employment of rehearsals.

- 34.3** Where any public holiday falls within such period of leave then an additional day for each such public holiday shall be added to the period of leave.
- 34.4** Subject to clause 34.5, where a production is transferring from one city to another, the Employer may direct the Employee to take annual leave provided the following criteria are met:
- 34.4.1** The Employer has notified the Alliance of its intention to utilise this clause in the first instance; and
- 34.4.2** the Employee has completed six months of service but has not yet completed one calendar year of service; and
- 34.4.3** the Employee is given eight weeks' notice; and
- 34.4.4** there is a minimum break between cities of ten days free of all work including travel; and
- 34.4.5** a maximum of one week of an Employee's annual leave may be required to be used, with the balance being made up of layoff; and
- 34.4.6** the Employer shall provide air (economy) travel to the Employee's place of residence and to the city that the production is transferring to; and
- 34.4.7** the Employer undertakes to provide the Employee with six weeks of employment following the Employee's return to work from annual leave taken under this clause. Should a production close prior to six weeks having been worked, the Employer shall re-credit the Employee with any annual leave taken under this clause.
- 34.4.8** This right may only be exercised by the Employer once within the first twelve months of employment.
- 34.5** Subject to an Employee completing one calendar year of service, annual leave shall be given at any time fixed by the Employer after as much notice as is practicable and in any case not less than three weeks' notice to the Employee.
- 34.6** Unless otherwise mutually agreed upon, annual leave shall not be taken whilst the Employee is away from his/her place of residence. If annual leave is given to the Employee whilst on tour the Employer shall provide air (economy) travel to his/her place of residence. Such travelling time shall be outside the Employee's period of leave.
- 34.7** Annual leave may, by mutual agreement, be given and taken in two separate periods. No such period shall be less than one week.
- 34.8.1** If so requested by an Employee the Employer may grant annual leave to an Employee before the right thereto has accrued. The Employer agrees that requests by employees to take annual leave will be considered in a timely and reasonable fashion and consent will not be unreasonably withheld.
- 34.8.2** A sufficient number of Employees must be available for the production to be presented as scheduled and to cover contingencies where Employees are unavailable due to illness or injury. It will be reasonable for an Employer to refuse such a request in circumstances including, but not limited to, the following:
- (a)** the Employee's cover has been granted annual leave during the relevant period;

(b) the performer who the Employee covers has been granted annual leave during the relevant period;

(c) a number of other Employees have been granted annual leave during the relevant period.

34.8.3 Where leave is taken before the right thereto has accrued, a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

34.9 Where an Employee's engagement terminates and the Employee has become entitled to annual leave the Employer shall be deemed to have given the annual leave (or such portion of it as has not been taken by the Employee) from the date of termination of the engagement and shall forthwith pay to the Employee, in addition to all other amounts due to them, his/her Total Negotiated Rate for the period of leave due.

34.10 In respect of any period of employment which is less than twelve months such period being computed from the date of the commencement of the engagement (or, where the Employee has during the engagement become entitled to annual leave, computed from the date on which he/she became entitled to annual leave), the Employer shall forthwith pay to the Employee, in addition to all other amounts due to the Employee an amount equal to one-twelfth of his/her Total Negotiated Rate for such period of employment.

34.11 Each Employee before going on annual leave shall be paid wages for the period of leave at the Total Negotiated Rate ordinary weekly rate being paid to the Employee.

34.12 The annual leave provided for by this clause shall be allowed and shall be taken and, except as provided by Subclauses 34.8 and 34.9 above, payment shall not be made or accepted in lieu of annual leave.

34.13 Where annual leave has been granted to an Employee pursuant to subclause 34.8 hereof before the right thereto has accrued due and the Employee subsequently leaves or is discharged from the service of the Employer before completing the twelve months continuous service in respect of which the annual leave was granted, the Employer may deduct the amount of such excess from any remuneration payable to the Employee under Subclause 34.10 above.

34.14 An Employee once sent on annual leave shall not be recalled for duty except by mutual agreement between the Employer and Employee.

34.15 An Employee once sent on annual leave shall not be required to undertake any preparatory work for the future season.

34.16 The Employer may shut down a production for up to two weeks during/over the Christmas/ New Year period/season. Performers may take annual leave during a Christmas season shut-down and will be granted annual leave to cover the period (exclusive of Public Holidays).

35. ANNUAL LEAVE LOADING

35.1 Annual leave loading is payable upon an Employee completing 12 months continuous employment with the one Employer.

- 35.2** Where annual leave loading is payable, it is paid at the rate of seventeen and a half per cent of the Total Negotiated Rate. Such loading shall be in addition to the amount paid to the Employee under the Annual leave clause.
- 35.3** No loading is payable to an Employee who takes annual leave wholly or partly in advance. Provided that, if the employment of such an Employee continues until the completion of 12 months continuous employment, the loading then becomes payable in respect of the period of such leave and is to be calculated by applying the Total Negotiated Rate at the time leave was taken.
- 35.4** Where an Employee's engagement terminates prior to the completion of 12 months continuous employment and the Employee receives payment of accrued annual leave, no loading is payable on such leave.

36. PERSONAL LEAVE

36.1 An Employee engaged by the week absent from his/her work on account of:

- 36.1.1** personal sickness, injury or accident arising other than out of and in the course of his/her employment (sick leave); or
- 36.1.2** on account of providing care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of a personal illness, injury or unexpected emergency affecting the member (carer's leave),

shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations.

- 36.1.3** The Employee shall, where practicable and as soon as possible but in any event within 24 hours of the commencement of such absence inform the Employer of his/her inability to attend for duty and as far as practicable, state the nature of the injury or illness and the estimated duration of his/her absence.
- 36.1.4** Evidence satisfactory to the Employer shall be produced by the Employee in relation to such absence within 48 hours of the commencement thereof.

36.1.5 Sick leave

- (a) The Employee shall be entitled to 76 hours of paid sick leave during the first three months of employment and shall accrue a further 76 hours progressively during the following nine months of his/her employment; and
- (b) the Employee shall accrue 114 hours of paid sick leave progressively during his/her second year of employment with the Employer and during each subsequent year of employment.

36.1.4 Carer's leave

36.1.5 Up to a maximum of 76 hours per year of the Employee's personal leave entitlement may be taken as paid carer's leave.

36.2 An Employee engaged by the week absent from his/her work on account of personal sickness, injury or accident arising out of and in the course of the Employee's employment shall be entitled to leave of absence, without deduction of pay, subject to the clauses 36.3, 36.4 and 36.5.

36.3 Workers Compensation

During the entire period of an Employee's employment by the Employer, the Employee shall be insured by the Employer under the provisions of the relevant Workers Compensation Legislation.

36.4 Injury/accident pay

- (1) Every Employee to whom this Agreement applies shall, subject to and in accordance with this Agreement be entitled to accident or injury pay.
- (2) The Employer shall observe the conditions hereinafter prescribed namely:

36.4.1 The Employer shall pay and an Employee shall be entitled to receive accident or injury pay in accordance with this sub clause.

- (a) "Accident pay" means a weekly payment of an amount being the difference between the weekly amount of Workers Compensation paid to an Employee pursuant to the provisions of the relevant Workers Compensation Act and the wage to which such an Employee was entitled at the date of his/her injury
- (b) The Employer shall pay his/her Employee accident pay where the Employee receives an injury for which compensation is payable by or on behalf of the Employer pursuant to the provisions of the said Act.
- (c) The Employer shall pay, or cause to be paid, accident pay during the incapacity of the Employee within the meaning of the said Act until such incapacity ceases or until the expiration of a period of 26 weeks from the date of injury, whichever event shall first occur.
- (d) The termination of the Employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the Employer to pay accident pay as hereinbefore provided.
- (e) An Employee shall not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.
- (f) In the event that an Employee receives a lump sum in redemption of weekly payments under the said Act, the liability of the Employer to pay accident pay as herein provided shall cease from the date of such redemption.
- (g) Where the Employee recovers damages from the Employer or from a third party in respect of the said injury independently of the said Act, he/she shall be liable to repay to his/her Employer the amount of accident pay which the Employer has paid under this sub clause and the Employee shall not be entitled to any further accident pay thereafter.

36.5 Attendance at hospitals etc.

Notwithstanding anything contained in sub clause 36.1 above an Employee suffering injury through an accident arising out of and in the course of his/her employment requiring his/her attendance for treatment of the injury during working hours:

36.5.1 shall not suffer any loss of pay for the time required for such attendance; and

36.5.2 shall be reimbursed by the Employer, subject to the provision of receipts of expenditure, by the following pay week for all expenses (ie expenses not already covered and claimed by the Employees own medical insurance or Workers

Compensation entitlement) incurred in connection with such attendance. Nothing in this clause will be construed to confer an obligation upon the Employee either to:

- a) take out or continue private medical insurance ;or
- b) to claim an expense arising as a result of a work related injury on such medical insurance

For the purpose of sub clause 36.1 above, attendance for treatment may be attendance for treatment by a person recognised for the purposes of the appropriate state Workers Compensation or other similar legislation.

37. COMPASSIONATE LEAVE AND PARENTAL LEAVE

37.1 Compassionate Leave

37.1.1 An Employee is entitled to 3 days of compassionate leave for each occasion (a ***permissible occasion***) when a member of the Employee's immediate family, or a member of the Employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

37.1.2 An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- (a) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in clause 37.1.1; or
- (b) after the death of the member of the Employee's immediate family or household referred to in clause 37.1.1.

37.1.3 An Employee may take compassionate leave for a particular permissible occasion as:

- (a) a single continuous 3 day period; or
- (b) 3 separate periods of 1 day each; or
- (c) any separate periods to which the Employee and his or her Employer agree.

37.1.4 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

37.1.5 If, in accordance with clause 37.1, an Employee, other than a casual employee, takes a period of compassionate leave, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period. Note: For casual employees, compassionate leave is unpaid.

37.1.6 An Employee must give his or her Employer notice of the taking of leave under clause 37.1 by the Employee.

(a) The notice must be given to the Employer as soon as practicable (which may be a time after the leave has started) and must advise the Employer of the period, or expected period, of the leave.

(b) An Employee who has given his or her Employer notice of the taking of leave under clause 37.1 must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a permissible occasion in circumstances specified in clause 37.1.

(c) An Employee is not entitled to take leave under clause 37.1 unless the Employee complies with clause 37.1.6.

37.2 Parental Leave

Employees shall be entitled to parental leave in accordance with the National Employment Standards.

38. LEAVE FOR INDUSTRIAL RELATIONS PROCEEDINGS

The Employer shall grant leave without loss of pay to an Employee reasonably required to attend proceedings under the Act subject to such leave not preventing the Employee appearing in a scheduled rehearsal or performance without the prior consent of the Employer.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

39. TRAVELLING

39.1 All air travel shall be made by a regular passenger carrying airline or by a passenger carrying charter flight on the airline of the Employers choice.

Engaged by the week or for longer period

39.2 If an Employee is required by the Employer to travel, such travel shall:

39.2.1 be for reserved seating paid for by the Employer;

39.2.2 be economy class air service, but in the event that this is not available, alternative transport will be provided following agreement between the Employer and the Employee;

39.2.3 if engaged on a regional tour and not traveling by air, the transport provided will be comfortable and safe with adequate space for each Employee and his/her luggage and with seat belts as required by law.

39.2.4 travel pursuant to the previous sub clause shall include, where appropriate, regular stops for comfort and refreshment.

39.3 Regional touring shall take place during the prescribed hours as follows:

39.3.1 on any day on which a performance or rehearsal is to be held, between the hours of 8.00 a.m. and 4.00 p.m.; and

39.3.2 on any other day between 8.00 a.m. and 7.00 p.m.

39.3.3 the Employer will advise the Employees of the schedule for regional touring as soon as possible and in any event no later than two weeks prior to the tour commencing. Any changes to the schedule shall be notified two weeks beforehand.

39.3.4 If the Employee has reasonable concerns about the schedule the Employer will use his/her best endeavours to accommodate such concerns.

39.4 Should travel take place outside the hours prescribed the Employee shall be paid at the rate of one-eightieth of his/her total negotiated weekly wage for each half hour or part thereof outside those hours.

39.5 Should the Employee not be provided with meals during the journey the Employer shall pay the Employee a meal allowance as set out in Table E of Schedule 1 for each meal period which occurs during the journey.

39.6 Where an Employee is engaged to work away from the city or town in which he/she resides the Employer shall provide return transport in accordance with the provisions of this Agreement.

39.7 An Employee required to travel to or from an airport shall have such travel provided by the Employer, provided that:

39.7.1 Where an Employer does not provide transport an Employee shall be provided with a Cabcharge or reimbursed for the cost of such transport to a maximum of an amount set out in Table E of Schedule 1 for any single trip.

39.7.2 At the beginning of an engagement where an Employer does not provide transport, an Employee may request a Cabcharge or an electronic money transfer to a maximum of an amount set out in Table E of Schedule 1 into the Employee's nominated bank account.

39.8 Accommodation

39.8.1 Where an Employee is required to work away from his/her place of residence the following provisions together with the meals and incidentals sub clause below shall apply.

39.8.2 In this clause unless the context otherwise provides:

(a) "suitable accommodation" means single room modern motel or serviced apartment accommodation with private facilities provided that:

- i) where an Employee is required to stay longer than one week in a single location the accommodation must contain cooking and laundry facilities;
- ii) where an Employee is required to stay away for more than one week from his or her usual place of residence, the Employer will use his/her best endeavours to provide accommodation which contains cooking and laundry facilities.

(b) "serviced apartment" means an apartment with cooking facilities for which clean linen is supplied once per week and the apartment cleaned at least once per week at the cost of the Employer;

(c) "suitable accommodation guidelines" means guidelines developed by LPA and the Alliance to act as a guide to Employers and Employees in understanding suitable accommodation for touring in live theatre.

39.8.3 Suitable Accommodation Guidelines

1. The standard of accommodation should be between 3 star and 4 star.
2. Accommodation should be modern, clean and well maintained.
3. Apartments and/or hotel/motel rooms should have adjoining private bathroom and toilet facilities.
4. Facilities for accommodation should include television, local and STD telephone, AC, laundry and parking and cooking facilities.
5. Accommodation should have tea and coffee making facilities and a refrigerator.
6. Accommodation should contain adequate furniture for reasonable comfort, including writing desk and easy chair.
7. Accommodation should be within 15 kms radius of venue. It should be close to public transport and where security of employees can be assured.
8. Accommodation should be of sufficient size to allow room for preparation, warm up, etc., and in the case of musicians, consideration should be given to the capacity to practice musical instruments in the room.
9. In addition, particularly in the case of longer tours, accommodation should be of sufficient size and comfort to provide a reasonable standard of living when away from home.
10. Accommodation should be serviced.
11. Accommodation shall be quiet and, where possible, shall take into account that the employees are required to work at night and rest during the day.

39.8.4 Where the period involved is one week or less the Employer shall provide suitable accommodation or if the Employer and Employee agree an allowance as set out in Table E of Schedule 1 shall be paid in lieu of the provision of accommodation.

39.8.5 Where the period involved is greater than one week the Employer shall provide suitable accommodation or if the Employer elects not to provide accommodation then the Employer shall reimburse the Employee for the expenses of such accommodation up to the maximum limits as set out in Table E of Schedule 1.

39.8.6 Where an Employer and Employees agree in writing shared accommodation may be provided by the Employer. The Employer shall retain a copy of any such agreement.

39.8.7 Where the Employer is not providing accommodation and Employees agree in writing to share accommodation the reimbursement limits set by this clause shall be increased by 25 percent in respect of such shared accommodation. A copy of such agreement shall be retained by the Employer.

39.8.8 Reimbursement shall be made weekly or at such longer intervals as the Employer and Employee agree and shall be made upon presentation by the Employee of a receipted account for the accommodation or such other arrangements as are agreed between the Employer and the Employee.

- 39.8.9** In lieu of the provisions of the previous subclause of this clause an Employee may elect to take a cash allowance as set out in Table E of Schedule 1. Where an Employee elects to take this allowance it shall be paid in advance up to a maximum of one week.
- 39.8.10** Provided that, where an Employer advises the Performer of the accommodation to be provided at a specific location the Performer must elect to take either the allowance prescribed by this clause or the accommodation provided by the Employer for the duration of the season at that location and may not alter this election without the consent of the Producer.
- 39.8.11** Any dispute as to the operation of this clause or as to whether accommodation provided by an Employer is suitable accommodation as is required by this clause shall be dealt with in accordance with Clause 15 - Dispute Resolution.
- 39.8.12** Notwithstanding any other provisions of this clause in respect of a period of travel where stays of less than 7 days are involved in any particular location, an Employee may request that the Employer provide accommodation with cooking facilities. Subject to such accommodation being available at about the same cost as the accommodation proposed by the Employer then the Employer shall provide such accommodation.
- 39.8.13** When any travel in excess of one week in duration is required as much notice as is practicable and at least 14 days' notice shall be given to Employees. Such notice shall also include, where the Employer is providing accommodation in accordance with this clause the details of the accommodation to be provided. The Employee shall indicate within 14 days of the offer of accommodation whether he/she proposes to accept the offer unless impractical to do so in the circumstances.
- 39.8.14** An Employer shall assist any Employee who requests such assistance in the obtaining of any available discounts on accommodation of the Employee's choice.
- 39.8.15** Special Provisions - Shared Accommodation

Where there are special circumstances which an Employer considers preclude him/her from being able to offer single accommodation the following provisions shall apply:

- (a) the Employer shall notify the employees affected and where they request it the Alliance setting out the basis of the claim that special circumstances apply, the nature of the accommodation to be provided and seek consent to the arrangement.
- (b) the Employer and the employees affected and where they request it the Alliance may negotiate about such arrangements. If the agreement is reached then the accommodation may be provided in accordance with such agreement.

39.9 Meals

An Employee required to travel shall be provided by the Employer with all meals of a satisfactory nature or paid an allowance in lieu as set out in Table E of Schedule 1.

39.10 Incidentals

An Employee required to travel shall be paid an allowance for incidentals as set out in Table E of Schedule 1.

39.11 Wages

Where an Employee is required to travel away from his/her place of engagement he/she shall be paid:

- 39.11.1** his/her total negotiated weekly wage until he/she is returned to the place of engagement at the conclusion of the tour or engagement;
- 39.11.2** for the day of departure and return; and
- 39.11.3** pro rata for any broken weeks at the beginning or the end of the tour engagement.

39.12 Eligibility

The provisions of clauses 39.8, 39.9 and 39.10 above shall not apply to the following:

- 39.13.1** with respect to an employee who is engaged to work at a single location away from his/her place of residence for a specific period of 12 months or more.
- 39.13.2** where a Performer is engaged for a local show.

39.14 Where an Employer:

- 39.14.1** avoids or seeks to avoid the operation of this clause by inducing any Employee or prospective Employee to misrepresent his/her place of residence; or
- 39.14.2** engages an Employee where he/she knows that the place of residence of an Employee or prospective Employees has been misrepresented;

The provisions in this sub clause shall be applicable as though the place of residence of the Employee had been correctly stated.

- 39.15** Should the Employer during the course of a normal day's work require the Employee to travel from one location to another, the traveling time involved shall be counted as time worked.

- 39.16** The minimum breaks for travel shall be as set out below, except where the Employer and the Employee agree otherwise.

- 39.16.1** There shall be no work done by an Employee on a day in which travel to and from the following places occurs:
 - Sydney/Perth
 - Brisbane/Perth
 - Melbourne/Perth
- 39.16.2** Where an Employee is required to travel other than as specified above, a four hour break shall be given between arrival at the destination point and any rehearsal call or performance.

39.16 Engaged casually

- 39.16.1** An Employee who lives in a particular city or town (either temporarily or permanently) and who is under casual engagement to perform any work at any place away from the city or town in which he/she resides shall have first class rail or other transport provided by the Employer and in the case of rail travel if required to travel at night shall be provided with sleeping accommodation. Should the Employer not provide such sleeping accommodation the Employer shall pay to the Employee the sum usually charged to the Employer by the railway authorities.
- 39.16.2** The Employer shall provide reasonable accommodation and meals at a hotel, motel or boarding house for any casual Employee who is obliged to remain and lodge overnight at any place other than his/her usual place of abode, and in default thereof shall pay such Employee the current daily traveling allowance rate plus an amount for each meal set out in Table B of Schedule 1. If the Employee's performance concludes after 11.00 p.m. at a place which is 155 kilometres or more by road from the Employee's home town or city and if no rail transport to his/her home town or city is available within two hours of the conclusion of his/her work, the Employer shall provide and pay for overnight lodging or pay to the Employee the current daily travelling allowance rate.
- 39.16.3** Should the total time of an Employee's absence from his/her home town, including the time occupied in the outward and return journey to and from the employment exceed 24 hours, he/she shall be paid in addition to the applicable rate one half of the casual performance rate hereinbefore provided for each period of twelve hours or part thereof of such excess in addition to the provisions of lodging and meals.

39.17 Use of private transport

- 39.17.1** Where an Employee requests and the Employer agrees to make his/her way from one working venue to another and journeys by car he/she shall be paid by the Employer an allowance equal to the money that would have been paid by the Employer on his/her travelling by the form of transport by which the remainder of the company travels provided that the cost to the Employer is no greater than it would have been if all Employees used transport provided by the Employer.

The Employer shall allow travel time as set out in the following table:

Sydney/Canberra	1 day
Sydney/Melbourne	1 day
Sydney/Brisbane	2 days
Sydney/Adelaide	2 days
Melbourne/Adelaide	1 day
Melbourne/Brisbane	3 days
Melbourne/Canberra	1 day
Brisbane/Adelaide	3 days

In other cases reasonable time as agreed between the Employer and employee.

- 39.17.2** Where an Employee agrees at the request of the Employer to use his/her own motor vehicle or motor cycle for purposes other than traveling between cities and towns, the Employee shall be paid an allowance per kilometre as set out in Table E of Schedule 1.

39.18 Transportation of luggage

The Employee shall transport the luggage of the Performer subject to the following conditions:

- 39.18.1** Where air travel is provided for an Employee which requires extra payment for any checked-in luggage, the Employer will bear the cost of this up to 23 kilograms and will ensure that this has been paid for in advance.
- 39.18.2** Where luggage is subject to a weight allowance and the luggage of the Employee exceeds the weight carried free for a member of the public traveling by such transport (hereinafter called "the free luggage weight") the Employer shall transport from theatre to theatre at its expense and by such means as it shall nominate the Employee's luggage in excess of the free luggage weight and up to a total of 40 kilos (inclusive of the free luggage weight) and the Employee shall at his/her expense transport his/her luggage in excess of the said 40 kilos.
- 39.18.3** The Employer shall adequately insure the Employee's luggage for loss, theft or damage while in the management's charge.

40. SCHOOL TOURS

The following provisions shall form part of, but not exclusively be, the provisions applying to schools tours.

40.1 Hours of work

- 40.1.1** The ordinary hours during which a school performance may be held shall be within the usual school hours in that school and up to one hour after such usual school hours, provided that an Employee is not required to be at any central pick-up point more than one hour before the usual school starting time.
- 40.1.2** There shall be a break of at least 40 minutes clear of any dressing, undressing, making-up or taking off make-up provided for lunch.
- 40.1.3** There shall be a break of at least fifteen minutes between the conclusion of one performance and the commencement of another performance in the same school.
- 40.1.4** Thirty minutes shall be allowed to an Employee for preparatory duties such as dressing and make-up incidental to a performance or dress and/or make-up rehearsal, and fifteen minutes shall be allowed after such a performance or rehearsal for undressing, removing make-up. Such time shall be counted as working time.

40.2 Number of performances

The number of performances constituting a week's work shall not exceed:

- 40.2.1** ten when such performances are each of no longer duration than one and a half hours (or two hours inclusive of discussion subsequent to the performance);
- 40.2.2** fifteen when such performances are each of no longer than one hour;
- 40.2.3** each performance in excess of ten or fifteen (as the case may be) shall be paid for at the rate of one-tenth of the Employee's weekly wage extra.

40.3 Traveling

40.3.1 An Employee shall not, on any one day, be required to make more than one move from one school to another.

40.3.2 The mode of transport will be in accordance with clause 39.2.

40.3.3 Where an Employee requests to make his/her own way to the next working venue and the Employer agrees, the Employee shall be paid an allowance equal to the money that would have been paid by the Employer on his/her traveling by the form of transport by which the Employer did or would have transported the Employee or the remainder of the company.

PART 9 – RECORDINGS

41 ARCHIVAL RECORDING OF THE PRODUCTION

41.1 Where the Employer obtains the Employees consent for an archival recording, during negotiations for the engagement of the Employee for the Production, as evidenced in the Employers contract with the Employee, the following provisions shall apply:

41.1.1 the Employer is not required to seek further consent from the Employee to undertake the archival recording;

41.1.2 the Employee shall notify the Employee as to the date and time when the archival recording is to occur;

41.1.3 the archival recording may be undertaken during any performance of the production either during the rehearsal period or the performing period. (subject to notification to the Employee as set out above);

41.1.4 the archival recording may be used by the Employer for the following purposes:

- a historical record for the Employer for use by Employer members, students or historians;
- an archival reference for right's holders;
- an archival reference for principle cast and production (creative team with appropriate waivers signed by the performing company);
- a performance reference for each performer where more than one cast is performing the same piece;
- as a tool to onsell the performance to potential investors and presenters for their private viewing only;
- for planning and research;
- as a guide to recreate the performance when a show is restaged or revived;
- by any member of the creative team (choreographer/director/musical director, residents, designers) in fulfilling their duties to remount future productions.

41.1.5 There will be no requirement for payment for an archival recording.

41.2 In the event the Employer does not obtain the Employee's consent to an archival recording prior to the execution of the contract between the Employer and the Employee, the abovementioned clauses above do not apply and the Employer is required to seek written consent from the Employee to record the Employee's performance for archival purposes.

- 41.3** Where the Employer intends to undertake a subsequent archival recording of the same production the Employer is required to seek the written consent of the Employee to record the Employee's performance for archival purposes.
- 41.4** The Employer warrants that the Archival Recording is not for broadcast and shall not broadcast any aspect of the Archival Recording in any broadcast medium in any territory.

PART 10 - TRAINING AND RELATED MATTERS

42 WORKPLACE SAFETY TRAINING

The Parties agree that Employee training in workplace safety shall occur during working hours.

PART 11 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

43 WORKPLACE SAFETY

- 43.1** The Employer agrees to advise and provide the Employee with a copy of the "Entertainment Industry Safety Guidelines" prior to the commencement of rehearsals.
- 43.2** The Employer can access copies of the Entertainment Industry Safety Guidelines from the Alliance or LPA websites.

43.3 Guidelines for specific safety issues in theatre

- 43.3.1** LPA and the Alliance agree to develop Occupational Health & Safety Guidelines specific to hazardous substances, raked stages, safe travel home and any other issues the parties agree to discuss. LPA and the Alliance will meet in June of each year to review these Guidelines.
- 43.3.2** If an Employee is concerned for his or her occupational health and safety in respect of the use of any special effects the Employee may raise this concern with the Employer directly or through the Alliance and any dispute may be dealt with by Clause 15 Dispute Resolution.

44 STAFF FACILITIES

- 44.1** The Employer shall ensure wherever possible that all the provisions set out in the sub clauses hereunder shall apply to all new theatres and shall be made available where practicable in existing theatres with the exception of tea, coffee and refrigerator facilities which shall apply to all theatres.
- 44.2** The Employer shall provide in theatres for use of Employees suitable dressing room facilities (providing mirrors, lockers with hanging space and locks and proper lighting), toilet and washing room facilities to a standard in accordance with industry practice.
- 44.3** The Employer shall ensure that suitable ventilation, heating and air conditioning is provided for the use of the Employees in studios, dressing rooms and/or stages.
- 44.4** The Employer shall provide or cause to be provided facilities and ingredients for making tea or coffee and shall provide a refrigerator.
- 44.5** A suitable rest area to a standard in accordance with industry practice shall be provided by the Employer in theatres and in rehearsal venues.

PART 12 - AGREEMENT COMPLIANCE**45. ACCESS FOR ALLIANCE REPRESENTATIVES**

Any two officers of the Alliance, either singly or together, shall have access to any place of rehearsal and/or performance to interview Employees in accordance with Part 3-4 of the *Fair Work Act 2009* (Cth) (the Act). The Alliance representatives shall not attempt to interview any Employee on the stage level during any actual performance or rehearsal and shall not detain any Employee from making an entrance. Nothing in this clause provides the Alliance with a right to enter premises contrary to section 194(f) or (g) of the Act.

46. TIME BOOKS TO BE KEPT

46.1 The Employer shall keep a time book or time sheet showing the names of, and times worked by, each Employee and the wages paid to each Employee from week to week.

46.2 The time book or time sheet shall, after all the time worked previous to the entry by an Employee has been entered therein, be produced to such Employee and such entry, if correct shall be vouched for by the Employee's signature in the time book or time sheet, and the entries of the time so worked may be checked by an accredited representative of the Alliance if such representative be available at the place of business and by the Employer's representative who shall, if the entries be correct, vouch for them by their signatures in the time book or time sheet.

46.3 The time book or time sheet with all the entries therein and the relevant wages receipt shall, on demand, be produced by the Employer for inspection at the place where they are kept at any time between the hours of 10.00 a.m. and 1.00 p.m. during any day except pay day to an official of the Alliance who has been authorised in writing to inspect it by the General Secretary, Assistant General Secretary or Secretary of a State Division of the Alliance. One clear day's notice setting out the grounds for desiring such inspection shall be given to the Employer of any intended inspection. No authority to inspect shall be given by the Alliance unless the General Secretary, Assistant General Secretary or Divisional Secretary has good reason to suspect that a breach of this Agreement has been committed by the Employer whose time book or time sheet or wages receipts are to be inspected.

47. POSTING OF AGREEMENT AND NOTICES

47.1 The Employer shall cause a copy of this Agreement to be posted up in a suitable conspicuous place in the theatre, hall or other place where Employees are performing or rehearsing.

47.2 An Employee may post notices and a copy of this Agreement on a board in a reasonable manner in each theatre or other place in which Employees are performing or rehearsing.

48. FREEDOM OF ASSOCIATION

48.1 This is a Enterprise Agreement. The Employer recognises that the Alliance is the union that has representational coverage for performers.

48.2 The Employer agrees that union membership will be a matter between the Employee and the Alliance.

48.3 The Employer recognises the role of the Equity deputy and where possible will facilitate the Equity deputy carrying out his or her duties.

48.4 Time will be set aside at the beginning of the rehearsal period for a representative from the Alliance to conduct Alliance business. The Alliance will consult with the Employer about a suitable time for this process. Attendance at such meetings will be without payment.

48.5 The Employer will assist with making a suitable private space available for company meetings.

49. CONSULTATION TERM

49.1 This term applies if:

49.1.1 The employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and

49.1.2 The change is likely to have a significant effect on employees on the enterprise.

49.2 The employer must notify the relevant employees of the decision to introduce the major change.

49.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

49.4 If:

49.4.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

49.4.2 the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

49.5 As soon as practicable after making its decision, the employer must:

49.5.1 discuss with the relevant employees:

(a) the introduction of the change; and

(b) the effect the change is likely to have on the employees; and

(c) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

49.5.2 for the purposes of the discussion – provide, in writing, to the relevant employees:

(a) all relevant information about the change including the nature of the change proposed; and

(b) information about the expected effects of the change on the employees; and

(c) any other matters likely to affect the employees.

49.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

- 49.7** The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 49.8** If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (2), (30 and (5) are taken not to apply.
- 49.9** In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
- 49.9.1** the termination of the employment of employees; or
 - 49.9.2** major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - 49.9.3** the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 49.9.4** the alteration of hours of work; or
 - 49.9.5** the need to retain employees; or
 - 49.9.6** the need to relocate employees to another workplace; or
 - 49.9.7** the restructuring of jobs.
- 49.10** In this term, ***relevant employees*** means the employees who may be affected by the major change.

50. COMPANY MEETINGS

- 50.1** At the request of an Employee the Employer shall make time available during working hours for company meetings. As much notice as practical shall be given of any meeting and the scheduling of the meeting shall be at the mutual convenience of the Employer and the Employees.
- 50.2** Except where such meetings are required to be held to resolve issues raised by the Employer, they shall not count as time worked.
- 50.3** The Employer will assist with making a suitable private space available for company meetings.

PART 13 - EXECUTION OF AGREEMENT

51. The parties to the above arrangement agree that a copy of this Agreement shall be registered with Fair Work Australia.

Signed for and on behalf of the Media Entertainment and Arts Alliance

.....

.....
(Print name)

of
(Address)

.....
(Authority)

Witness Dated

Signed for and on behalf of the Employer

.....

.....
(Print name)

of
(Address)

.....
(Authority)

Witness Dated

SCHEDULE 1**TABLE A****NO SUNDAY PERFORMANCES****1. Minimum Wages and Salaries (non Regional Tour):****Weekly Rates****Increase of 18% over the life of the Agreement**

Category	Previous Min Rate \$	1 Jul 2011 \$	1 Apr 2012 \$	1 Oct 2012 \$	1 Jul 2013 \$
Category 1					
Performer Grade 1	865.86	904.82	943.78	982.74	1021.71
Performer Grade 2	915.90	957.12	998.34	1039.56	1080.76
Opera Principal	956.10	999.13	1042.16	1085.19	1128.20
Category 2 Performer (Variety)	915.90	957.12	998.34	1039.56	1080.76
Supernumerary per week	433.52	453.03	472.54	492.05	511.55
Per hour	25.09	26.22	27.35	28.48	29.61
on tour	865.86	904.82	943.78	982.74	1021.71
Juveniles					
14 yrs & under					
Performer Grade 1	389.64	407.17	424.70	442.23	459.77
Performer Grade 2	412.16	430.70	449.25	467.80	486.34
14 yrs & under On tour					
Grade 1	865.86	904.82	943.78	982.74	1021.71
Grade 2	915.90	957.12	998.34	1039.56	1080.76
15 years					
Performer Grade 1	476.22	497.65	519.08	540.51	561.94
Performer Grade 2	503.75	526.42	549.09	571.76	594.42
15 yrs on tour					
Performer Grade 1	865.86	904.82	943.78	982.74	1021.71
Performer Grade 2	915.90	957.12	998.34	1039.56	1080.76

SCHEDULE 1**TABLE A****NO SUNDAY PERFORMANCES****2. Minimum Wages and Salaries (Regional Tour)**

Category	Previous Min Rate \$	1 Jul 2011 \$	1 Apr 2012 \$	1 Oct 2012 \$	1 Jul 2013 \$
Category 1					
Performer, Opera Principal, Performer (Variety) (including juveniles)	865.86	904.82	943.78	982.74	1021.71
Supernumerary on tour	865.86	904.82	943.78	982.74	1021.71

SCHEDULE 1**TABLE B****ONE SUNDAY PERFORMANCE****1. Minimum Wages and Salaries (non Regional Tour):****Weekly Rates****Increase of 12% over the life of the Agreement**

Category	Previous Min Rate \$	1 Jul 2011 \$	1 Apr 2012 \$	1 Oct 2012 \$	1 Jul 2013 \$
Category 1					
Performer Grade 1	948.47	976.93	1005.39	1033.85	1062.29
Performer Grade 2	1003.28	1033.38	1063.48	1093.58	1123.67
Opera Principal	1047.31	1078.71	1110.11	1141.51	1172.99
Category 2 Performer (Variety)	1003.28	1033.38	1063.48	1093.58	1123.67
Supernumerary per week	474.88	489.13	503.38	517.63	531.87
Per hour	27.48	28.31	29.13	29.96	30.78
on tour	948.47	976.93	1005.39	1033.85	1062.29
Juveniles					
14 yrs & under					
Performer Grade 1	426.81	439.62	452.43	465.23	478.03
Performer Grade 2	451.48	465.02	478.57	492.11	505.65
14 yrs & under On tour					
Grade 1	948.47	976.93	1005.39	1033.85	1062.29
Grade 2	1003.28	1033.38	1063.48	1093.58	1123.67
15 years					
Performer Grade 1	521.66	537.31	552.96	568.62	584.26
Performer Grade 2	551.80	568.36	584.91	601.47	618.02
15 yrs on tour					
Performer Grade 1	948.47	976.93	1005.39	1033.85	1062.29
Performer Grade 2	1003.28	1033.38	1063.48	1093.58	1123.67

SCHEDULE 1**TABLE B****ONE SUNDAY PERFORMANCE****2. Minimum Wages and Salaries (Regional Tour)**

Category	Previous Min Rate \$	1 Jul 2011 \$	1 Apr 2012 \$	1 Oct 2012 \$	1 Jul 2013 \$
Category 1					
Performer, Opera Principal, Performer (Variety) (including juveniles)	948.47	976.93	1005.39	1033.85	1062.29
<u>Supernumerary on tour</u>	948.47	976.93	1005.39	1033.85	1062.29

3. SUNDAY LOADING WHEN NOT CONTRACTED (NON REGIONAL TOUR)

Category	Previous Min Rate \$	1 Jul 2011 \$	1 Apr 2012 \$	1 Oct 2012 \$	1 Jul 2013 \$
Category 1					
Performer Grade 1	82.61	72.11	61.61	51.11	40.58
Performer Grade 2	87.38	76.26	65.14	54.02	42.91
Opera Principle					
Category 2					
Performer (Variety)	87.38	76.26	65.14	54.02	42.91

4. SUNDAY LOADING WHEN NOT CONTRACTED (REGIONAL TOUR)

Category	Previous Min Rate \$	1 Jul 2011 \$	1 Apr 2012 \$	1 Oct 2012 \$	1 Jul 2013 \$
Performer, Opera Principal, Performer (Variety) including juveniles	82.61	72.11	61.61	51.11	40.58
Supernumerary on tour	82.61	72.11	61.61	51.11	40.58

SCHEDULE 1**TABLE C****CASUAL RATES****Minimum Wages and Salaries:**

Category (per Perform 3 hour call)	Previous Min Rate \$	1 Jul 2011 \$ (17% casual loading)	1 Apr 2012 \$ (19% casual loading)	1 Oct 2012 \$ (21% casual loading)	11 Jul 2013 \$ (23% casual loading)
Category 1					
Performer Grade 1	165.96	176.44	187.18	198.19	209.45
Performer Grade 2	175.55	186.64	198.00	209.64	221.56
Opera Principal	183.25	194.83	206.70	218.85	231.28
Category 2 Performer (Variety)	210.66	223.97	237.60	251.57	265.87
Supernumeraries	78.36	81.89	85.42	88.95	92.46
Juveniles					
14 yrs & under					
Performer Grade 1	74.68	79.40	84.23	89.19	94.25
Performer Grade 2	79.00	83.99	89.10	94.34	99.70
15 years					
Performer Grade 1	91.28	97.05	102.95	109.00	115.20
Performer Grade 2	96.55	102.65	108.90	115.30	121.86
Engaged Casually - Rehearsal					
Performer Adult Per hour	36.88	39.21	41.60	44.04	46.54
Per ½ hour	18.44	19.61	20.80	22.02	23.27
Supernumeraries Min 2 hour call	26.12 ph	27.30 ph	28.48 ph	29.66 ph	30.82 ph
Juveniles					
14 yrs and under	16.60	17.64	18.72	19.82	20.94
15 years	20.28	21.57	22.88	24.22	25.60

SCHEDULE 1**TABLE D****ALLOWANCES**

Clause No.	Previous Min Rate \$	1 July 2011 \$	1 April 2012 \$	1 October 2012 \$	1 July 2013 \$
22.6.1 <u>Star Role</u>	46.57 per week	48.67 per week	50.77 per week	52.87 per week	54.95 per week
22.6.2	99.79 per performance	104.28 per performance	108.77 per performance	113.26 per performance	117.75 per performance
22.6.1 <u>Leading Role</u>	33.28 per week	34.78 per week	36.28 per week	37.78 per week	39.27 per week
22.6.2	66.52 per performance	69.51 per performance	72.50 per performance	75.49 per performance	78.49 per performance
22.6.1 <u>Supporting Role</u>	19.96 per week	20.86 per week	21.76 per week	22.66 per week	23.55 per week
22.6.2	39.91 per performance	41.71 per performance	43.51 per performance	45.31 per performance	47.09 per performance
22.6.1 <u>Minor Supporting Role</u>	15.96 per week	16.68 per week	17.40 per week	18.12 per week	18.83 per week
22.6.2	31.93 per performance	33.37 per performance	34.81 per performance	36.25 per performance	37.68 per performance
22.6.2 Ensemble Cover	23.95 per performance	25.13 per performance	26.30 per performance	27.47 per performance	28.61 per performance
22.7.1 Assistant Stage Manager	42.11 per week	44.01 per week	45.91 per week	47.81 per week	49.69 per week
22.7.2 Dance Captain	42.11 per week	44.01 per week	45.91 per week	47.81 per week	49.69 per week
22.7.3 Driver/Tour Leader	56.46 per week	59.00 per week	61.54 per week	64.08 per week	66.62 per week
22.8.1 Wardrobe Allowances	8.30pw for each suit etc 10.66pw min payment 4.26pw for each pair of shoes	8.67pw for each suit etc 11.14pw min payment 4.45pw for each pair of shoes	9.04pw for each suit etc 11.62pw min payment 4.64pw for each pair of shoes	9.41pw for each suit etc 12.10pw min payment 4.83pw for each pair of shoes	9.79pw for each suit etc 12.58pw min payment 5.03pw for each pair of shoes
22.8.2 Skating boots And Socks and laces	6.25 per week 2.10 per week	6.53 per week 2.20 per week	6.81 per week 2.30 per week	7.09 per week 2.40 per week	7.38 per week 2.48 per week

SCHEDULE 1
TABLE E
ALLOWANCES
AS FROM 1 July 2012

Clause No.	As from 1 July 2012 \$
30.6 Meal allowance between performances	\$24.65 per meal
39.5 Meal allowance during travel	\$24.65 per meal
39.7 Travel to or from airport	\$60.00 per trip
39.8.4 Cash allowance less than 1 week	\$157.22
39.8.5 Reimbursement	
Sydney and Melbourne	\$1099.00 per week
Adelaide, Hobart, Perth & Brisbane	\$776.13 per week
Canberra	\$945.14 per week
Other places	\$723.49 per week
39.8.9 Cash allowance more than 1 week	\$549.43 per week and \$109.88 per night
39.9 Meals	\$50.03 per day to a maximum of \$250.09 per week
39.10 Incidentals	\$13.61 per day to a maximum of \$68.14 per week
39.16.2 Meal Allowance casual employee	\$24.65 per meal
39.17.2 Motor vehicle allowance	88 cents per kilometre

SCHEDULE 2

AUDITION GUIDELINES

AUDITIONS IN AUSTRALIA CODE OF PRACTICE

1. Auditions should be conducted in a professional and efficient manner.
2. In consideration of the preparation Performers require prior to auditioning, adequate notification of auditions should be given to all concerned. For example, a minimum of one week is preferable, but it is recognised that different circumstances may sometimes make this impossible.
3. The Performer and/or agent should, as appropriate to the particular production, be supplied in advance with:
 - Information about the production and the audition process;
 - A description of the roles being auditioned;
 - Specific requirements to present a speech or to perform a scene or to perform a specific song and whether this is to be chosen by the Performer or the Employer.
4. The Performer should be sent adequate excerpts of the script or score (and/or, if appropriate, a full script, and/or the full musical score), and where possible, a full character synopsis relating to any role/s for which they are to be auditioned, as early as possible and preferably at the time of audition booking. If, however, the Performer is asked during the audition to sing or read specific material, they should be given adequate time to prepare.
5. Audition venues should be of suitable size, properly lit, cleaned, heated and ventilated, and provide a suitable place to wait. Where possible, the producer will provide Performers with an appropriate space to change and prepare.
6. Dance auditions must be conducted on dance surfaces appropriate to the form of dance being performed. Dance auditions should not be conducted on concrete.
7. Auditions should respect the privacy of those involved. Auditions should not be held in public.
8. Filming and recording of auditions may be permitted for genuine audition and casting purposes provided that the Performer's permission is obtained beforehand.
9. Members of the media may be present at an audition, and associated activity permitted, provided that agreement has been reached between the Performer/s and the producer; the Performer's right to decline will be respected. In any event, Performers should be informed of the possibility that media may be present.
10. On arrival at the place of audition, the Performer should be informed of the names of the members of the audition panel verbally or by notice at the audition reception. The Performer should be informed of any special requirements which have not been notified in advance.
11. The producer should endeavour to audition the Performer at the time agreed, and ensure that the Performer has access to water and a drinking receptacle. Should

there be any undue delay, the producer should notify the Performer and, if possible, give an estimated revised time, the Performer may, if possible, then attend to other matters in the interim.

12. A responsible person involved in casting, nominated by the producer/director and representing the creative team, shall be present at all auditions.
13. Performers will be advised of the casting process, where possible, bearing in mind that circumstances may change.
14. If an Performer is required to sing at the audition, the producer should provide the services of a capable pianist. The Performer has the option of providing their own pianist, at the initial audition, at their own expense.
15. If the Performer is required to read with another person, that person shall be an experienced suitable professional performer, or if this is not possible, an otherwise competent person.
16. An Performer auditioning for a role requiring an accent and/or singing expertise, shall have at least two weeks to prepare for the audition.
17. The producer shall provide, where reasonable and practicable, access for disabled people.
18. The producer is an Equal Opportunity Employer. The audition process should therefore comply with relevant State and Federal Equal Opportunity and Anti-Discrimination legislation.
19. If requested by the Performer, an officer of the MEAA shall be entitled to be present at the relevant audition, as an observer only, provided reasonable notification has been given to the producer.

SCHEDULE 3

Code of Practice for the Employment of Children in Live Entertainment

Employers should comply with the provisions of the Code of Practice for the Employment of Children in Live Entertainment when no other legally binding Code of Practice is in place in the State where the child will be employed. Where such legally binding Code of Practice is in place (ie in Victoria and New South Wales) the Employer is bound by that Code (and any exemptions approved) and not the Code of Practice as outlined below to the extent to which that code, in a particular respect, is superior to the Code of Practice outlined below.

The laws in operation around Australia at the date of publication were:

State	Regulatory instrument	Regulatory body	Contact details
NSW	Children and Young Persons (Care and Protection) Act 1998 Children and Young Persons (Care and Protection – Child Employment) Regulation 2005 – including Schedule 1 – Code of Practice	NSW Office of the Children's Guardian	☎ 02 8219 3600 🌐 www.kidsguardian.nsw.gov.au e: kids@kidsguardian.nsw.gov.au
VIC	Child Employment Act 2003 Mandatory Code of Practice for the Employment of Children in Entertainment	Industrial Relations Victoria	☎ 1800 287 287 🌐 www.ir.vic.gov.au
QLD	Child Employment Act 2006 Child Employment Regulation 2006 (as amended effective 1 January 2007)	Department of Industrial Relations	☎ 1300 369 945 🌐 www.dir.qld.gov.au Applications for Special Circumstances certificate may be posted to: Director General Department of Industrial Relations GPO Box 69 Brisbane QLD 4001; OR Fax: 07 3225 2275; OR e: Childemployment@dir.qld.gov.au Not applicable
WA	<i>Children and Community Services Act 2004</i>	Not applicable. The Act broadly exempts the entertainment industry. Follow this Code of Practice.	Not applicable
SA	None	Not applicable. Follow this Code of Practice	
TAS	None	Not applicable.	

NT	None	Follow this Code of Practice Not applicable.
ACT	None	Follow this Code of Practice Not applicable.

JUVENILE CODE OF PRACTICE

1. General requirement to comply with Code of Practice

- (1) Except as provided for in (3), an employer must not at any time employ a child except in accordance with this Code of Practice, or in accordance with the laws in force in the State in which the child is to be employed.
- (2) Where required under State law, an employer must obtain a permit before causing a child to be employed.
- (3) In States where no child employment laws apply, an employer may employ a child in a manner inconsistent with this Code of Practice if prior agreement is reached with the Media, Entertainment & Arts Alliance (MEAA).

2. Record of Employment and personal information

- (1) An employer must ensure that a record is kept for each child employed.
- (2) The record must include the following particulars:

Personal information

 - a. the name, address and home telephone number of the child;
 - b. the names, addresses and home, business and mobile telephone numbers (as applicable) of the child's parents or guardians;
 - c. the name, address and telephone number of any person who has lawful authority to consent to the medical treatment of the child;
 - d. an authority signed by a person who has lawful authority to consent to the medical treatment of the child consenting to the employer seeking, or where appropriate administering, such emergency medical treatment as is reasonably necessary;
 - e. the name, address and telephone number of any person who is to be notified of any accident, injury, trauma or illness involving the child;
 - f. details of allergies or other relevant medical conditions and needs of the child;
 - g. details of any dietary restrictions of the child;
 - h. names, addresses and telephone numbers of the persons who are authorised to collect the child from the employer;

Employment and Education Information

 - i. the child's date of birth
 - j. the dates and times of each occasion on which the child is employed;
 - k. the hours the child worked each day and each week;
 - l. the date the child started and finished their period of employment;
 - m. particulars of the place of work/location at which the child is employed on each occasion;
 - n. the name, address and both home and business telephone numbers (if any) of the child's supervisor on each such occasion.
- (3) The record must be kept available for inspection by the relevant government authority (where applicable) at the business premises of the employer.

3. Insurance

- (1) An employer must ensure that each child is insured under the Workers Compensation regime in the State in which the child is to be employed.

4. Hours of Work

- (1) An employer must not employ a child otherwise than in accordance with;
 - (a) the times set out in Table A with respect to film and television, shopping centre performances, still photography and modelling or other exhibitions; and
 - (b) the times set out in Table B with respect to theatrical performances.
- (2) An employer must not require a child to work later than 9.00 pm on any day if the child has not been exempted from attending school in the morning on the following day.
- (3) An employer must not employ a child for more than 4 hours on any day on which a child is required to attend school for at least 3 hours.
- (4) The combined time required to fulfill educational requirements and employment in any seven consecutive days, must not exceed 40 hours.

5. Shifts and Rest Breaks

- (1) An employer must ensure that no child is required to start work less than 12 hours after the child has previously finished work, whether for the same or for any other employer.
- (2) An employer must ensure that each child is given a 10 minute rest break every hour and a 1 hour rest break every 4 hours. The rest breaks are to be included in the maximum employment hours per day.
- (3) An employer must not employ a child for more than one shift on any one day.

6. Calculation of Time of Employment.

- (1) A child's total period of employment during any period of 24 hours is to be calculated as if the following periods formed part of the time for which the child is employed:
 - (a) any time in excess of 45 minutes spent by the child in travelling from home to the place of work;
 - (b) if the employer is responsible for bringing the child to work, any time between the child's arrival at the place of work and the child's actual commencement of work;
 - (c) the whole of the time (including any rest breaks in work and any travelling time) that the child is required to be at work;
 - (d) any time in excess of 45 minutes spent by the child in travelling home from the final place of work;
 - (e) if the employer is responsible for taking the child home from work, any time between the child's finishing work and the start of the child's journey home from work.

7. Travel Home

- (1) An employer must ensure that each child aged 12 years or under is collected or taken home after the child finishes work by a parent or guardian of the child, or a person authorised by the parent or guardian to collect or take home the child.
- (2) An employer must ensure that a child aged 13 years or older is collected or taken home after the child finishes work by a parent or guardian of the child, or a person authorised by the parent or guardian to collect or take home the child unless either of the following applies:
 - (a) the distance between work and home is less than 10 kilometres and travel home will be completed in the ordinary course within daylight hours or before 6pm, whichever is earlier; or
 - (b) the employer has been provided with written consent from the child's parent or guardian permitting the child to travel home alone, and travel home will be completed in the ordinary course before 8:30pm.

8. Food and Drink

- (1) An employer must ensure that each child is provided with appropriate and sufficient nutritious food, having regard to the age, taste, culture and dietary restrictions of the child.
- (2) The food should be varied and should be served to children at reasonable hours.
- (3) An employer must ensure that water, fruit juice or other such drinks are readily available at all times to each child.

9. Protection from the Elements

An employer must ensure that each child is adequately clothed and otherwise protected from extremes of climate.

10. Punishment Prohibited

An employer must ensure that, while at work, no child is subjected to any form of corporal punishment, social isolation, immobilisation or any behaviour likely to humiliate or frighten the child.

11. Notification of Accidents

In the event of a child becoming ill or being injured, the child's employer must ensure that at least one of the child's parents or guardians is immediately notified of that fact.

12. Parental Contact

An employer must at all times ensure that each child is able to make contact with his or her parents or with some other person responsible for the child and must facilitate the making of any such contact whenever the child so requests or whenever it is otherwise appropriate to do so in the interests of the child.

13. Recreation Facilities

An employer must ensure that appropriate recreational materials and rest facilities are available for each child during breaks in work, having regard to the age and developmental needs of the child.

14. Dressing Room and Toilet Facilities

- (1) An employer must ensure that facilities exist so that any child is able to dress and undress in private.
- (2) An employer must ensure that clean and easily accessible toilet, hand washing and hand drying facilities are provided at each place of work.

15. Inappropriate roles or situations.

- (1) An employer must ensure that no child is cast in a role or situation that is inappropriate to the child, having regard to the child's age, maturity, emotional or psychological development and sensitivity.
- (2) An employer must not allow a child:
 - (a) to be exposed to scenes which are likely to cause distress to the child; or
 - (b) to become distressed in order to obtain a more realistic depiction of a particular emotion or reaction.
- (3) An employer must not employ a child in any situation in which the child is naked, and must ensure that the child is not present when any other person is naked.

16. Supervision

- (1) An employer must ensure that each child is provided with adequate and direct supervision, having regard to the age, sex and degree of maturity of the child, and having regard to the number of children being employed at any one time.
- (2) In particular-
 - (a) if the child is more than 12 weeks old and less than 6 years old, the child is to be supervised by;
 - (i) a parent or guardian of the child or a person nominated by the employer and authorised by the parent or guardian; or
 - (ii) a person with an early childhood qualification; or
 - (iii) a registered nurse, a registered midwife or a registered maternal and child health nurse; and
 - (b) if the child is more than 6 years old, the child is to be supervised by a parent or guardian of the child, or a person nominated by the employer and authorised by the parent or guardian, or by an adult with training or experience in the care of children of the age of the child to be supervised.
- (3) An employer must ensure that a supervisor does not have any other responsibilities while supervising children.

20. Babies

- (1) This clause applies to babies who are less than 12 weeks old.
- (2) An employer must not employ a baby for more than one hour on any one day unless –
 - (a) a registered nurse, registered midwife or registered maternal and child health nurse is present at all times; and
 - (b) a parent or guardian of the baby is present at all times; and
 - (c) the registered nurse or registered midwife advises the employer that the baby is fit for employment; and
 - (d) the registered nurse or registered midwife advises the employer that the environment in which the baby is to be employed is unlikely to cause the baby to become distressed; and
 - (e) the employer follows the advice of the registered nurse or registered midwife in all matters that relate to the welfare of the baby.
- (3) An employer may employ a baby for one hour or less on any one day provided that –
 - (a) one of the baby's parents or guardians is present at all times; and
 - (b) the employer is satisfied on advice from the parent or guardian that –
 - (i) the baby was delivered full term and in good health; and
 - (ii) the baby's birthweight was at least 3 kilograms; and
 - (iii) the baby has not had any post-natal problems; and
 - (iv) the baby is feeding successfully; and
 - (v) the baby's weight gain from birth has been satisfactory.
- (4) An employer who employs a baby must not allow the baby to be exposed to harmful lighting.
- (5) An employer must not allow makeup to be applied to a baby unless the makeup is non-irritating and uncontaminated.
- (6) An employer must not allow any person who is known by the employer to have a respiratory or skin infection to come into contact with the baby.

TABLE A - ENTERTAINMENT and EXHIBITION

Includes: Film, TV, Video, Commercials, Still Photography, Modelling and Shopping Centre Performances

AGE	HOURS DURING WHICH CHILD MAY BE EMPLOYED	NUMBER OF DAYS OF EMPLOYMENT IN ANY PERIOD OF 7 DAYS	MAXIMUM EMPLOYMENT HOURS PER DAY
UNDER 6 MONTHS	9AM TO 6PM	1	4 HRS
6 MTHS & UNDER 2 YEARS	9AM TO 6PM	1	4 HRS
2 YRS & UNDER 6 YRS	9AM TO 6PM	3	4 HRS
6 YRS & UNDER 11 YRS	6AM TO 10PM	5	6 HRS
11 YRS & UNDER 15 YRS	6AM TO 10PM	5	8HRS

TABLE B - THEATRICAL PERFORMANCES

AGE	HOURS DURING WHICH CHILD MAY BE EMPLOYED	NUMBER OF DAYS OF EMPLOYMENT IN ANY PERIOD OF 7 DAYS	MAXIMUM EMPLOYMENT HOURS PER DAY
UNDER 2 YEARS	9AM TO 6PM	1	4 HRS
2 YRS & UNDER 6 YRS	9AM TO 6PM	3	4 HRS
6 YRS & UNDER 10 YRS	9AM TO 10PM	4	4 HRS
10 YRS & UNDER 12 YRS	9AM TO 11PM	4	6 HRS
12 YRS & UNDER 15 YRS	9AM TO 11PM	4	8 HRS

SCHEDULE 4

Local Matters

SCHEDULE 5

Actors Equity Section
Media, Entertainment and Arts Alliance

Live Performance
Australia

LIVE PERFORMANCE AWARD 2010

PERFORMERS COLLECTIVE AGREEMENT 2011 - 2013

**STANDARD CONTRACT OF SERVICE FOR
SINGLE PLAYS AND/OR PRODUCTIONS**

PART 1

This Contract is dated the day of 20.....
between

(name of Employer)

of.....

(registered address)

and.....Equity Number.....

(name of Performer)

ofJUST Number.....

(ordinary place of residence)

Performer's Agent or

Contact.....

Address.....Phone..... Fax.....

Name of Production

Whereby the Employer agrees to engage the Performer under the terms and conditions shown below and overleaf.

1 - PART OR PARTS TO BE PLAYED BY THE PERFORMER

The Performer will be employed in the above Play:

(i) to rehearse and play the following plot:.....

OR

(ii) to rehearse and play the plot(s) of:.....

OR

(iii) to rehearse and understudy and/or ensemble cover and play the plot(s) of
.....

OR

(iv) to rehearse and play such plot(s) in the said play as the Employer may call upon the Performer to play.

OR

- (v) to rehearse and play such plot or plot(s) and rehearse and play as understudy such plot or plot(s)s in the said play as the Employer may call upon the Performer to play.

OR

- (vi) to rehearse and play as an on stage or an off stage swing performer.

OR

- (vii) rehearse and play as understudy the part (s) of [.....]

N.B. Six (6) of the paragraphs above 1(i), 1(ii), 1(iii), 1(iv), 1(v), 1(vi), 1(vii) must be deleted and each page initialed.

Note: The use of this contract is mandatory for Employees engaged below the upper salary limit.

2 - TYPE OF ENGAGEMENT

Engagement shall be as defined in the Performers' Collective Agreement 2011 - 2013("the Agreement")

- (i) By the week.
- (ii) For the specific period up to and including:.....
- (iii) For the run of the play in:
(venue/city/town and state/cities and/or towns and states
- (iv) For the run of the play in Australia.
- (v) For the run of the play in Australia or New Zealand.

N.B. Four (4) of the paragraphs above, 2(i), 2(ii), 2(iii), 2(iv), 2(v) must be deleted and the page initialed.

3 - COMMENCEMENT

- (i) Date of commencement of engagement shall be:
- (ii) Date of first real rehearsal shall be (on or about):
- (iii) Length of rehearsal period (on or about):
- (iv) Date of opening performance (on or about):

4 - ENGAGEMENT MONIES

(1) Rehearsals

Minimum Rate \$.....per week

Loadings

..... \$.....per week

..... \$.....per week

..... \$.....per week

Total Negotiated Rehearsal Rate \$.....per week

(2)(a) Performance – Exclusive of Sunday Performance

Minimum Rate \$.....per week

Loadings

..... \$.....per week

..... \$.....per week

..... \$.....per week

Total Negotiated Performance Rate \$.....per week

Note: The only loadings to be listed above are those paid on a regular weekly basis. All other loadings or penalties incurred must be paid in addition to the negotiated rate and listed loadings. Superannuation and annual leave entitlements shall be based on the total negotiated rate.

OR

(2)(b) Performance – Inclusive of one Sunday Performance

Minimum Rate \$.....per week

Loadings

..... \$.....per week

..... \$.....per week

..... \$.....per week

Total Negotiated Performance Rate \$.....per week

Note: The only loadings to be listed above are those paid on a regular weekly basis. All other loadings or penalties incurred must be paid in addition to the negotiated rate and listed loadings. Superannuation and annual leave entitlements shall be based on the total negotiated rate.

OR

(2)(c) Performance – Inclusive of two Sunday Performance

Minimum Rate \$.....per week

Loadings

Second Sunday Performance. \$.....per week (up to x hours)

..... \$.....per week

..... \$.....per week

..... \$.....per week

Total Negotiated Performance Rate \$.....per week

Note: The only loadings to be listed above are those paid on a regular weekly basis. All other loadings or penalties incurred must be paid in addition to the negotiated rate and listed loadings. Superannuation and annual leave entitlements shall be based on the total negotiated rate.

N.B. Two (2) of the paragraphs above, 2(a) or 2(b) or 2(c) must be deleted and each page initialed.

N.B. Any hours worked in excess of those stated above for the second Sunday performance will be paid at the rate of time and a half subject to the provisions of clause 31.1.1.

5 - TRAVEL ALLOWANCE

- (a) Where an Employee is required to work away from his/her place of residence as set out in Part 1, the travel allowance provisions of Part 8 of this Agreement shall apply.
- (b) In accordance with sub clause 11.15 of the Agreement the production is/is not a local show.

6 - SUPERANNUATION

- (a) In accordance with clause 26 - Superannuation - of this Agreement the Employer shall pay superannuation contributions to MEDIA SUPER on behalf of the Performer.
- (b) The Employer shall take all necessary action to confirm whether or not the Performer is a member of MEDIA SUPER.
- (c) In the event the Performer is not a member of MEDIA SUPER and confirms that he/she is a member of another complying fund the Employer shall pay the Employees superannuation contributions to that fund.

7 - SPECIAL CONDITIONS

Any special conditions (including any negotiated additional Performance Loadings) agreed upon by the Performer and the Employer are set out in Appendix A of this contract provide that such special conditions shall not be inconsistent with the terms of the Agreement

8 - BILLING/PUBLICITY

- (a) The Performer's name and spelling of the same in this contract shall be used for billing and program purposes.
- (b) Where the Employer releases biographical material of the Performer for the purpose of publicising and/or in any way promoting the Production the Performer shall have the right of approval over such material.

9 – RECORDINGS

9.1 Archival Recording

- (i) The Employer intends to record the Performer's performance for archival purposes in accordance with Clause 41 of the Agreement and seeks the Performer's consent to so record a performance.
- (ii) The Employer does not (at this time) intend to record the Performer's performance for archival purposes (in accordance with Clause 41 of the Agreement).

NB: Either 9.1(i) or 9(ii) must be deleted.

10- JURISDICTION

This contract is made and is subject to the Laws of Australia.

For the Employer:

.....
 (signature)

 (name - please print)

 (position)

 (date)

 (witness)

For the Employee:

.....
 (signature)

 (name - please print)

 (position)

 (date)

 (witness)

N.B. Unless the Performer's Agent can produce Power of Attorney, this contract must be signed by the Performer.

The Employer warrants that this contract is the standard form contract as set out in Schedule 5 of the Performers' Collective Agreement 2011 - 2013.

PART 2

GENERAL CONDITIONS

1. The terms and conditions of the Performers Collective Agreement 2011 - 2013 for as altered and/or replaced shall apply and form part of this Contract as if the same were written herein.
2. The Performer is engaged exclusively by the Employer and shall not during the engagement perform or otherwise exercise his/her talents for the benefit of any other company, institution or person without written consent and such consent shall not be unreasonably withheld.
3. Termination of this Contract shall be in accordance with the Terms of Engagement Clause of the Performers Collective Agreement 2011 - 2013.
4. A party may elect to continue performance of this contract notwithstanding any breach by the other party of any term or condition of this contract and such performance shall not constitute a waiver of any of the rights of the first party.
5. The Employer reserves the right to stand down the Performer in accordance with the provisions of the terms of engagement clause of the Performers Collective Agreement 2011 - 2013.
6. This Contract may only be varied or modified in writing, signed by all the parties to the Contract.
7. This Contract is intended to reflect all prior understandings and, subject to clause 6 above, when signed constitutes the totality of the agreement between the parties.
8. The total negotiated rate stated in Part 1 herein is the rate agreed between the parties at the point of acceptance of the engagement and pursuant to the definitions clause does not include any additional payments payable under the Agreement.
9. Except in the case of an emergency the Employer shall provide the Performer with a Contract at least 21 days prior to the commencement date of the engagement as per clause 3 of Part 1 of this Contract.

Unless there are reasonable grounds for not doing so the Performer shall sign and return the Contract within 14 days of receipt.

10. Notices concerning Employees generally from the Employer posted on the usual notice board or addressed to the Performer in the care of the stage door keeper or sent to the Performer's last known address will be held to be valid notices.
11. Unless the Performer otherwise advises in writing, the address for the service of notices under this Contract shall be the address of his/her agent or if the Performer is unrepresented the Performer's contact address as specified in Part 1 of this contract. Unless the Employer otherwise advises in writing, the address for the service of notices under this contract shall be the address of the Employer as specified in Part 1 of the contract. Notices shall be in writing and may be hand delivered or sent by post, or facsimile transmission.

12. One copy of the agreement duly executed by the Performer shall be retained by the Employer (a further copy will be retained for office procedures only); one copy duly executed by the Employer shall be retained by the Performer.
13. The Employer shall provide access to copies of the "Entertainment Industry Safety Guidelines" to the Performer.

PART 3

RULES OF THE THEATRE

1. The Performer shall notify the stage manager of any change to his/her address.
2. All parts written or printed are the property of the Employer and shall be returned to the Management whenever notice to that effect is given.
3. The Performer shall comply with the rules of the Theatre at which the company may be rehearsing or performing and with all lawful and reasonable rules of conduct made by the Employer in so far as such last mentioned rules do not conflict with the terms of the contract and the Agreement.
4. No Performer shall alter his/her part or omit any portion thereof without the express permission of the Employer or its representative or disobey or neglect to carry out the reasonable directions of the Stage Manager, Director, Musical Director, Resident Director or Choreographer.
5. The Performer shall not introduce words or any material into his/her performance not in the script unless previously approved by the Management and wherever any additional material is introduced by the Performer with the Employer's consent the Performer warrants that he/she has the right to use such material and is not infringing any copyright.
6. The Performer shall be in the Theatre throughout the half hour immediately before the rise of the curtain (unless required by the Employer to be in the theatre prior) and shall remain until the fall thereof unless (in either case) he/she has the express permission of the Employer to be absent.