

**SYDNEY DANCE COMPANY
DANCERS' COLLECTIVE AGREEMENT
2014-2016**

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PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1. AGREEMENT TITLE

- 1.1 This Agreement shall be referred to as the SYDNEY DANCE COMPANY DANCERS' COLLECTIVE AGREEMENT 2014-2016 hereinafter known as the 'Dancers' Collective Agreement' or 'the Agreement'.

2. COVERAGE

- 2.1 This Agreement covers the Sydney Dance Company (hereafter referred to as "the Employer"), all dancers employed by the Employer and the Media, Entertainment and Arts Alliance (hereafter 'the MEAA').
- 2.2 The Employer undertakes that the Agreement will cover any separate, associated or affiliated company set up by the Employer for the purposes of producing dance and employing dancers. The Employer undertakes to take any practical steps that may be necessary to ensure that this occurs.

3. DATE AND PERIOD OF OPERATION

- 3.1 This Agreement shall operate from the 1st day of January 2014 or the date of its registration at the Fair Work Commission, whichever is earlier.
- 3.2 The Agreement shall remain in force from the date of operation to 31 December 2016. At the expiration of the Agreement, a party may terminate the Agreement by giving a period of four weeks notice. Should no such notice be given, the terms and condition of this Agreement will continue in force until replaced by a new agreement.

4. RELATIONSHIP TO MODERN AWARD

- 4.1 For the purpose of this Agreement, the Modern Award is the Live Performance Award 2010.
- 4.2 Where this Agreement is inconsistent with the Modern Award the terms of this Agreement shall prevail.

5. MINIMUM ENTITLEMENTS

- 5.1 This Agreement provides minimum entitlements only.

6. NO EXTRA CLAIMS

- 6.1 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 MEAA and its dancer 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 MEAA recognise the

need for a stable environment, providing financial security for dancers and enhanced industry flexibility and efficiency.

7.3 The MEAA has informed the Employer of its claim and has entered into negotiations with the Employer in respect of dancers.

7.4 The Employer has now reached agreement with the MEAA on the content of this Agreement.

8. NEGOTIATIONS FOR NEXT AGREEMENT

8.1 It is agreed between the parties that they shall enter into negotiations for the next agreement in late 2016 with the intention that the next agreement will operate from 1 January 2017.

9. VARIATION OF AGREEMENT

9.1 In accordance with Section 207 of the Act the terms and conditions of this Agreement can be varied during the life of the Agreement where the Employer, the MEAA and its relevant members consent to the variation sought.

10. WAGE INCREASES

10.1 The wages of dancers covered by this Agreement shall be increased over the life of the Agreement as follows:

- a) 3.0% on 1 January 2014;
- b) 3.0 % on 1 January 2015; and
- c) 3.0 % on 1 January 2016

10.2 The wage increase intended for 1 January 2014 will be back-paid to Employees when this Agreement is registered at the Fair Work Commission, if not sooner, and will be based upon Employee's actual wages, not the minimum rates contained within the last Agreement.

11. DEFINITIONS

11.1 Deleted

11.2 "MEAA" means the Media Entertainment and Arts Alliance.

11.3 "Call" means a call or direction by the Employer to the dancer to attend for work at a particular time including for the purposes of photography, wardrobe or other legitimate reasons.

11.4 "Class" means a directed dance training session of at least one hour in which dance skills are developed or maintained.

11.5(a) "Company Base" means the place where the Employer has its headquarters i.e the location of the Employer's administration.

11.5(b) "Company" means the company of dancers.

11.6 "Engaged by the week" mean being engaged for at least a week of employment

terminable only in the manner prescribed by Part 4 of this Agreement, or being engaged for employment to last longer than a week.

- 11.7 "Engaged casually" means being engaged for less than a week.
- 11.8 "Engagement" means the period during which the dancer is engaged to rehearse, play and perform.
- 11.9 "Juvenile" means a dancer less than sixteen years of age.
- 11.10 "Negotiated rate of pay" or "negotiated rate" means the rate of wage per week or per performance or per hour paid to a dancer and is exclusive of any overtime or additional payments such as, but not limited to, overtime, public holiday remuneration, additional wardrobe allowance, assistant and stage managers' allowance and the appropriate on-tour or travelling allowance.
- 11.11 "Performance" means a performance given by dancers which is open to the general public on payment of an admission charge and/or for which the Employer receives payment or other benefit.
- 11.12 "Season" means the period of time commencing the week a show bumps in to a venue and concluding at bump out.
- 11.13 "Short shows" means a performance which does not occupy more than one hour from beginning to end.
- 11.14 "Supernumerary" means a person appearing only incidentally or in background, or participating only in crowd or background speech or noise, who does not speak or dance or perform individually as directed.
- 11.15 "Time and a half double time and double time and a half" used in relation to pay, respectively means at the rate of one and a half, twice and two and a half times the negotiated rate of pay of the dancer in question, calculated pro rata for the time for which the payment is to be made.
- 11.16 "Wages" means the negotiated rate of pay per week or per performance or per hour paid to a dancer and is exclusive of any overtime or additional payments such as, but not limited to overtime, public holiday remuneration, additional wardrobe allowance, assistant stage managers' allowance and the appropriate on-tour or travelling allowance.
- 11.17 "Whole time performances" means a performance which exceeds one hour in duration from beginning to end.
- 11.18 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.
- 11.19 "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 dancers who reside in that local area.
- 11.20 "Place of residence" means the place where a dancer ordinarily resides. The Employer may request a dancer to state his/her place of residence at the time of audition or engagement.

11.21 "LPA" means Live Performance Australia.

11.22 "The Act" means the Fair Work Act 2009.

11.23 "Entertainment Industry Safety Guidelines" means the Safety Guidelines negotiated (and amended from time to time) for the entertainment industry between LPA and the MEAA.

11.24 "FWC" means the Fair Work Commission.

PART 2 - AGREEMENT FLEXIBILITY

12 ENTERPRISE FLEXIBILITY PROVISION

12.1 The Employer, dancers and the MEAA agree to establish consultative mechanisms and procedures at the enterprise or the theatrical production.

12.2 The particular consultative mechanisms and procedures shall be appropriate to the size, structure and needs of the enterprise or the theatrical production.

12.3 The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise or the theatrical production.

12.4 Where an agreement is reached at the enterprise or the theatrical production through the consultative mechanism and procedures, and where giving effect to such agreement requires this Agreement to be varied, an application to vary shall be made to FWC. The agreement shall be made available to all dancers, the Employer, the MEAA and LPA.

12.5 In considering any such agreement and subsequent possible variations to this Agreement the parties shall take the following into account:

12.5.1 that the majority of dancers affected agree to the variation sought;

12.5.2 that the variation sought would not, in relation to their terms and conditions of employment considered as a whole, disadvantage dancers who would be affected by the variation;

12.5.3 for the purposes of the preceding paragraph 12.5.2 a variation of this Agreement is taken to disadvantage dancers in relation to their terms and conditions only if it would result in a reduction of entitlements as a whole under:

12.5.3.1 this Agreement,

12.5.3.2 the Modern Award, or

12.5.3.3 any other relevant law of the Commonwealth or of a State or Territory.

PART 3 - DISPUTE RESOLUTION

The parties to this Agreement are committed to improving the communication processes between all those engaged by the Employer.

13. DISPUTE RESOLUTION

- 13.1 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 dancer or dancers concerned and the Dance Director and, if such discussions do not resolve the dispute, by discussions between the Dancer or Dancers concerned and the Artistic Director. If such discussions do not resolve the dispute, discussions between the Dancer or Dancers concerned shall take place with the Executive Director.
- 13.2 A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- 13.3 If a party feels that the 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 FWC as appropriate for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the parties confer to FWC the right to exercise any and all of its powers to allow arbitration to take place and allow FWC to make orders to resolve the dispute.
- 13.4 It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally unless a dancer has a reasonable concern about an imminent risk to his or her health or safety.
- 13.5 Any dispute referred to FWC 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.
- 13.6 The decision of FWC will bind the Employer and employee/s, subject to either party exercising any available right of appeal against the decision.
- 13.7 For the avoidance of doubt, this clause bestows upon FWC the right to deal with disputes in relation to flexible working arrangements on reasonable business grounds, extension to unpaid parental leave, and any other matter dealt with by the National Employment Standards, in which case the dispute is subject to subclauses 13.1 to 13.6.

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

14 TERMS OF ENGAGEMENT

14.1 WEEKLY AND CASUAL DANCERS

- 14.1.1 In the case of a specific engagement for a run of the show or for a particular period the ordinary rules of law relating to contracts shall apply and shall be binding on both Employer and dancer.
- 14.1.2 In the case of a specific engagement for a run of the show or shows the Employer shall give the dancer not less than three weeks' notice in writing of the conclusion of the run except in a case where the 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.

- 14.1.3 Provided that in the case of subclause 14.1.2 above if the dancer has been employed by the Employer for a consecutive period of twelve months from the date of the dancer's engagement then the engagement may be terminated by either party giving four weeks' notice of such termination in writing to the other party. Such notice shall not be given so as to take effect while the Company in which the dancer is performing is overseas or more than 800 km from Company Base or is in direct transit between any such places nor immediately prior to commencement of rehearsals of a new production, commencement of a season or commencement of a tour.
- 14.1.4 In the case of dancers not specifically engaged for a run of the show 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 by the payment or forfeiture of two weeks' wages. Such notice shall be either given in writing or plainly posted upon the call-board or other place seen by the dancers in the ordinary course of their employment. Such notice may be given at any time during the week and the dancer shall only be entitled to payment pro rata for the time up to the expiration of the notice.
- 14.1.5 A dancer may only be engaged for a run of the show or a particular period if such engagement is made in writing; otherwise the employment shall be considered to be on a fortnightly basis and the Employer shall be responsible for the dancer's return fare where appropriate, if the dancer tenders the requisite notice or if he/she is dismissed by the Employer.
- 14.1.6 At the conclusion of the run of the show or the particular period for which the dancer was engaged he/she shall be returned to his/her home town or other place as agreed between the parties and in the absence of any agreement to the contrary the employment shall be deemed to be at an end. Should the dancer leave the Employer's employ during the course of the run of the show or particular period for which he/she has been specifically engaged except as provided in subclause 14.1.3 above such dancer 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 agreement signed between the Employer and the dancer with respect to the employment, in which case the fare shall be paid by the Employer.
- 14.1.7 If any work is done by a dancer for the Employer after the time of the expiration of the notice under subclauses 14.1.2 and 14.1.3 or 14.1.4 above, or after the expiration of a particular period in accordance with subclause 14.1.1 above as the case may be, otherwise than in pursuance of a separate weekly or run of the show engagement or an engagement for a particular period, it shall be paid for as follows:
- (a) for a performance one-sixth plus fifteen per cent of his/her negotiated rate;
 - (b) for a rehearsal at the appropriate casual rehearsal rate as set out in Part 5 of the Agreement.
- 14.1.8 Dancers to 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 dancers affected.

- 14.1.9 Nothing in this Agreement shall affect any legal right of any Employer to dismiss without notice any dancer, whether on tour or away from Company Base or not, for malingering, serious neglect of duty or serious 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 dancer being away from his/her place of engagement the Employer shall pay the fare of the dancer back to the dancer's home town and the Employer shall ensure that the dancer is returned to his/her home town as expeditiously as possible provided that a dancer shall have the right to appeal against such dismissal.
- 14.1.10 Notwithstanding anything elsewhere contained in this Agreement, the Employer may deduct payment for any day or part thereof where a dancer 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:
- a) Where the Employer proposes to exercise the right given hereunder, it shall notify the dancer and advise the MEAA accordingly. During the period such notification remains in force, the dancer shall be deemed to be stood down for the purpose of this subclause.
 - b) A dancer 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.
 - c) The Employer, if requested by a dancer stood down or about to be stood down under this subclause shall, on the day of the stand down or as soon as practicable pay the dancer:
 - (i) All moneys excluding annual leave due and payable to the dancer under his/her contract of employment as at the date on which the dancer is stood down.
 - (ii) Any payments which would be made to the dancer under the annual leave clause of this Agreement, as if the employment of the dancer was terminated on the date he/she was stood down provided that such payments shall if the Employer so determines or the dancer so requests be limited to a period of annual leave which is the same length as the period for which the dancer is stood down.
 - (d) A dancer who is stood down shall be entitled to take other employment. On obtaining other employment the dancer shall advise the Employer immediately of his/her commitment. If the Employer objects to such commitment he/she shall refer the matter to the MEAA which may discuss it with the Employer. If no agreement is reached in those discussions, the matter may be referred to the FWC.
 - (e) Notwithstanding anything contained in the Clause, the 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 a dancer except to the extent that such dancer becomes entitled to payment for the holiday in other employment. A dancer 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.

- 14.1.11 If a dancer is directed by the MEAA in company with all other dancers engaged in the show, season, tour or other performance or performances for which the dancer has been engaged to cease work in the form of strike action during the rehearsal and/or any performance which the dancer has been engaged to take part, such refusal by the dancer to rehearse and/or perform shall not be a breach of the terms of this Agreement or of any agreement of employment signed between the dancer and Employer.
- 14.1.12 Nude and semi-nude appearances shall only take place with the dancer's consent. If such appearances are requested the dancer shall be advised at the time of engagement or in the initial stages of creation of a ballet, and shall have the right to refuse the request.
- 14.1.13 Rehearsals shall be regarded as continuous from the day of the first call to the day of the opening performance as advertised in marketing for the production inclusive.
- 14.1.14 Engagement under the terms of this Agreement is for live performance. Except as is provided in Part 5, Clause 20.2 recording of a live production by any means whatsoever is expressly prohibited unless agreement is reached between the Employer, dancer and the MEAA.

14.2. SUB-CONTRACTS

- 14.2.1 The Employer is bound to observe the terms of this Agreement and shall not knowingly enter into an arrangement with a contractor for the performance of work covered by this agreement at terms and conditions less favourable than those provided for the dancers under this Agreement

14.3 CLASSIFICATION DEFINITIONS

14.3.1 A dancer is able to:

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

14.3.2 Training level

Engagement of dancers at the training level will be subject to agreement between the Employer and the MEAA. Such agreement will include all aspects of the traineeship including the wage to apply. In reaching agreement on specific traineeships it is envisaged that the standard principles

applying to traineeships will apply. The Employer will advise the MEAA of its desire to institute a traineeship three months in advance of the commencement of the proposed traineeship, provided that in exceptional circumstances a shorter notice period may be agreed.

14.3.3 Level 1

A dancer in his/her first year as a professional dancer who has the appropriate training or equivalent experience and who is engaged to perform as a Company member having the appropriate skills as set out above in this Agreement.

14.3.4 Level 2 to Level 5

(a) Generally Level 2 to 5 are as follows:

- Level 2: a dancer in his/her second year of professional experience;
- Level 3: a dancer in his/her third year of professional experience;
- Level 4: a dancer in his/her fourth year of professional experience;
- Level 5: a dancer in his/her fifth and sixth years of professional experience.

(b) The above classifications will apply provided that:

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

14.3.5 Level 6

A dancer at Level 6 is a dancer who is in his/her seventh and eighth year of professional work and who demonstrates highly developed dance skills, interpretative skills, and dramatic and presentational skills.

14.3.6 Level 7

A dancer will progress from Level 6 to Level 7 when he/she fulfils the following criteria:

- (a) a minimum of 8 years' full-time professional experience or substantially equivalent, as defined, with advanced dance skills, interpretative skills and dramatic and presentational skills;
- (b) ability to understudy and perform major roles and/or character roles on a regular basis or in the case of contemporary companies performing ensemble based repertoire, to perform solo or perform with a high degree of artistry as a member of the ensemble;
- (c) as required, demonstrate excellent partnering skills (either sex);
- (d) demonstrate a high degree of professionalism in all that they do;

- (e) recognition that they possess a special quality of performance and interpretation of roles, such recognition to come from two of the following sources - industry peers, colleagues, media;
- (f) demonstrate and provide leadership;
- (g) ability to assist management with promotion of Sydney Dance Company, either through personal appearances or by advice to management, upon reasonable request.

14.3.7 Of the above 7 criteria items, (a), (b), (c) and (d) must be satisfied and in total 5 of the 7 criteria shall be met. The issue of which criteria of items (e), (f) and (g) will be met is a matter to be resolved by agreement between the Employer and dancer.

14.3.8 Level 7+

14.3.8 (a) A dancer at level 7 + is a dancer in his / her tenth year or more of professional work. Of the seven criteria (a) through (g), listed in 14.3.6, all 7 must be satisfied. A dancer at level 7+ may be called upon by the Artistic Director to perform higher duties during work hours, including rehearsal supervision and masterclass presentation. There is no automatic progression from level 7 to 7+. A dancer must negotiate this progression and its award will remain subject to the discretion of the Artistic Director.

14.3.8(b) A dancer who has been at Level 7+ for 12 months or more may request a meeting with the Artistic Director to discuss increases to his/her wage level and/or working conditions. The Artistic Director will hold the discussions in good faith and provide detailed and constructive feedback to the dancer about his/her work.

14.3.9 Progression

If the Employer is of the opinion that a dancer eligible to progress to the next level by virtue of their professional experience should not so progress, the Employer is to advise the dancer of this situation half way through the contract. The dancer will at this time be advised of the major concerns which exist about their capacity to progress to the next level. The dancer will also be offered training, guidance and assistance with addressing the problems identified. A further review will then be conducted prior to contract renewal time. If the dancer wishes he/she can nominate an appropriately qualified person to represent him/her at the subsequent review.

14.4 DISCRIMINATION

- 14.4.1 The Employer shall not discriminate in the selection of or retention of dancers against members of the MEAA on the ground of such membership, or because they are not members of any other organisation, union or association.
- 14.4.2 The Employer shall not either directly or indirectly or through his/her servants or agents seek to induce a dancer who is a member of the MEAA to cease to become a member or to become a member of any other organisation, union or association.
- 14.4.3 The Employer shall not displace in the course of any engagement undertaken any member of the MEAA for the purpose of providing work for any other person.

14.5 ANTI DISCRIMINATION

- 14.5.1 It is the intention of the respondents to this Agreement to achieve the principal object in section 351 of 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 responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 14.5.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the respondents must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 14.5.3 Nothing in this clause is to be taken to affect any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation.
- 14.5.4 Nothing in this clause is to be taken to affect the payment of different wages for dancers who have not reached a particular age.
- 14.5.5 Nothing in this clause is to be taken to affect a dancer, Employer or registered organisation, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Australian Human Rights Commission.
- 14.5.6 Nothing in this clause is to be taken to affect the exemptions in the Act in respect of inherent requirements of a position, and avoidance of offending adherence of a particular religion or creed

14.6. AUDITIONS

- 14.6.1 The engagement shall not be deemed to have commenced until after an audition if such is desired by the Employer and a dancer 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. Auditions shall not be made in public and shall not be paid for unless the number requested by the Employer exceeds three in any period of 28 days in which case the dancer shall be paid for each audition in excess of three in any period of 28 days at the casual rate as prescribed in Part 5 of this Agreement.

PART 5 - WAGES AND RELATED MATTERS

15. MINIMUM RATES OF PAY

15.1 MINIMUM RATES TO APPLY

The minimum rates of pay to be paid to a dancer for work inclusive of work in or incidental to either performances or rehearsal or both, shall be as set out in Table A of Schedule 1.

15.2 ENGAGED BY THE WEEK

- 15.2.1 A dancer engaged at the Training Level pursuant to Part 4 of this Agreement will be paid as set out in Table A of Schedule 1.
- 15.2.2 A dancer engaged by the week shall be paid as set out in Table A of Schedule 1.
- 15.2.3 Supernumeraries

When on tour, supernumeraries are to be paid the applicable rate for a dancer with less than one year's professional experience. When not on tour, supernumeraries engaged by the week shall be paid as set out in Table A of Schedule 1.

15.2.4 Juveniles

When on tour, Juveniles are to be paid the applicable rate for a dancer with less than one year's professional experience. When not on tour, Juveniles are to be paid the applicable percentage of the rate appropriate for a dancer with less than one year's professional experience as set out in Table A of Schedule 1.

15.2.5 Provided that a dancer who is aged less than sixteen years and who is engaged as a full time member of the Company shall be paid no less than 100 per cent of the appropriate adult rate.

15.3 ENGAGED CASUALLY

15.3.1 Performance

- (a) Casual dancers who are aged sixteen years or over shall for each performance be paid one-sixth, plus twenty five per cent thereof of the appropriate per week adult rates as set out in Table B of Schedule 1.
- (b) The maximum length of such performance call shall be two hours and one half (exclusive of making up and taking off and warm-up time).
- (c) Casual dancers aged fourteen years and under shall be paid 45 per cent of the appropriate adult rate as set out in Table B of Schedule 1.
- (d) Casual dancers aged fifteen years shall be paid 55 per cent of the appropriate adult rate as set out in Table B of Schedule 1.

15.3.2 Rehearsals

- (a) A dancer aged sixteen years or over who is required to rehearse by the Employer shall be paid at the rate set out in Table B of Schedule 1.
- (b) Any rehearsal required of dancers aged fourteen and under shall be paid 45% of the adult rate as set out in Table B of Schedule 1.
- (c) Any rehearsal required of dancers aged fifteen shall be paid 55% of the adult rate as set out in Table B of Schedule 1.

15.3.3 Casual supernumeraries shall be paid as set out in Table B of Schedule 1 with a minimum call for performance of three hours and for rehearsals of two hours.

15.3.4 Casual dancers on tour shall be paid the applicable touring allowance as set out in Schedule 1, Table D of the Agreement.

15.3.5 If an engagement which has been made is cancelled by the Employer at a time which is less than fourteen days prior to the date of the performance for which the

dancer was engaged, the dancer shall receive payment in full. If an open air performance is postponed because of rain the dancer shall receive half the fee if such dancer is re-engaged for a subsequent presentation not later than three weeks after the date of the postponement, otherwise the dancer shall receive full payment. Where an open air performance is abandoned because of rain the dancer shall be paid in full.

15.4 MINIMUM RATES INCREASES

15.4.1 2014 rates shall be paid from 1 January 2014 until 31 December 2014.

15.4.2 2015 rates shall be paid from 1 January 2015 until 31 December 2015.

15.4.3 2016 rates shall be paid from 1 January 2016 until 31 December 2016.

15.5 WAGES AND SALARIES - DANCERS RECEIVING ABOVE MINIMUM RATES

Dancers receiving a rate of pay above the minimum rates in this agreement shall have their pay increased by the amounts and formulae set out in Clause 10.1 of this Agreement.

15.6 LIVE PERFORMANCE AWARD INCREASES

15.6.1 Should any pay increases to the Live Performance Award minimum rates exceed the increases in this Agreement, the agreement rates shall be adjusted to reflect the difference between the increase granted in the award and the increase provided for in this Agreement.

16. HIGHER DUTIES

16.1 A member of the Company who acts on a regular basis as deputy ballet master/mistress and who, under the direction of the Artistic Director, supervises classes and performs other related additional duties, shall be paid not less than the relevant amount set out in Table C of Schedule 1 in addition to the per week rate.

16.2 A member of the Company who, on the direction of the Artistic Director supervises classes on an irregular basis shall be paid a fee per class in addition to the per week rate, such fee to be no less than the relevant amount set out in Table C of Schedule 1 per class.

16.3 A dancer 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 the applicable weekly rate hereinbefore specified not less than the relevant amount set out in Table C of Schedule 1.

16.4 A dancer who agrees to appear nude or semi-nude shall be paid no less than the relevant additional amount set out in Table C of Schedule 1 per performance.

16.5 A dancer who is required to perform work as a driver or as a person in charge of a group whilst on tour shall be paid not less than the relevant amount set out in Table C of Schedule 1 in addition to the per week rate.

16.6 A dancer who is required by the Artistic Director to perform in a production in a role or as a featured performer or as part of a specialty ensemble and who is

thereby required to demonstrate skills which are substantially above those prescribed for that dancer's level as defined by this Agreement shall, upon application to and at the discretion of the Artistic Director, receive not less than the relevant amount set out in Table C of Schedule 1 per performance in addition to the per week rate.

17. PAYMENT OF WAGES

- 17.1 Wages shall be paid to a dancer engaged by the week without any deduction (other than advances on account of wages, tax or other deductions which the Employer is bound by law to deduct) prior to the conclusion of work on each second Thursday. Provided that should any dancer be short-paid or over-paid in any week, in the case of short payment the dancer shall receive the amount short-paid on the following pay day or as soon thereafter as possible, and in the case of over-payment the amount over-paid may be deducted from the dancer's wages on the following pay day or as soon thereafter as possible.
- 17.2 Wages shall be paid to a casual dancer on the next pay day after the conclusion of the dancer's work.
- 17.3 All wages will be accompanied by details clearly outlining all allowances, penalty payments and tax deductions.
- 17.4 Wages shall not be paid to any person other than the dancer entitled to such wages or a person authorised by the dancer in writing to collect wages on their behalf.
- 17.5 Except where the Employer nominates to make payment of wages by cash or bank cheque, the Employer may make payment of all wages due to a dancer in the form of a cash transfer to a bank account nominated in writing by the dancer.
- 17.6 The Employer shall provide the dancer with a group certificate no later than 30 days following 30 June each year.

18. AGGREGATE PAYMENTS

- 18.1 The effect of this Agreement shall not result in any dancer receiving a lesser amount than that received prior to the introduction of the Agreement.
- 18.2 Notwithstanding any contract or arrangement no dancer shall be paid or receive from the Employer in respect of the whole period of the employment an aggregate of payments and allowances less than the aggregate of the minimum payments prescribed in this Agreement.

19. AGREEMENT FOR LOWER RATES

- 19.1 Where the MEAA agrees with the Employer that for special reasons rates or conditions lesser than those prescribed herein should be accepted by any dancer such lesser rates may be agreed upon between the MEAA and dancer and the Employer.

20. ALLOWANCES

- 20.1. WARDROBE AND MAKE-UP

- 20.1.1 Dancers, other than supernumeraries, shall provide their own make-up except that when the Employer requires the dancer to use special body make-up other than facial make-up, the Employer shall provide such make-up plus proper facilities for its removal.
- 20.1.2 The Employer shall provide make-up for supernumeraries.
- 20.1.3 The Employer shall provide all wardrobe and footwear, stockings, leotards and fleshings, wigs and appurtenances and haberdashery required by the Employer to be used in performance or dress 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.
- 20.1.4 Shoes etc
- (a) The Employer shall provide foot tape, foot thongs and knee-pads as required for rehearsal and performance.
 - (b) Each dancer shall be provided with eight pairs of flat ballet shoes as a minimum per year for the purposes of class and rehearsal provided that additional pairs shall be provided if necessary.
 - (c) The Employer shall provide a yearly allowance on the first pay after 1 January each year to each dancer for the purchase of socks. In the event that the Employer enters into a sponsorship arrangement which includes the provision of free socks to dancers this sock allowance may be reduced or not paid with the consent of the dancers.
- 20.1.5 Where the Employer fails to provide a dancer with wardrobe and such wardrobe is supplied by the dancer the Employer shall pay the dancer a sum as set out in Table C of Schedule 1 for each suit, frock or costume or other article supplied by that dancer plus a sum as set out in Table C of Schedule 1 for each pair of shoes provided by the dancer providing they are not pointe or flat ballet or special footwear or knee-pads as required by sub-paragraph 20.1.4(a) above which will be provided by the Employer.
- 20.1.6 The dancer shall not remove from the theatre costumes or other articles provided by the Employer.

20.2. SPECIAL ATTENDANCES - PUBLICITY

- 20.2.1 For the purposes of this clause, publicity will be deemed to be any still photographs, or segment of performances or rehearsals shown prior to or during the production. Specifically publicity will not be deemed to be documentaries or dramatised specials. As specified in Part 4 of the Agreement, the Employer must reach agreement with the MEAA to undertake filming for such documentaries or dramatised specials.

20.2.2 Attendance prior to commencement of employment

If, for the purposes of wardrobe, fitting, publicity, public relations, still photography or any matter connected with the Employer's business excepting radio or television appearances and/or interviews, the Employer directs a dancer to attend at the Employer's place of business before the commencement of the dancer's period of employment, the Employer shall pay the dancer for the time of such

attendance pro rata at the applicable minimum rehearsal rate prescribed by Part 5 of this Agreement, with a minimum payment for three hours.

20.2.3 Attendance during period of employment

- (a) If, for the purpose of wardrobe, fitting, publicity, public relations, still photography or any other matter other than rehearsal or performance connected with the Employer's business the Employer directs a dancer to attend at the Employer's place of business, the time of such attendance shall be counted as time worked with a minimum time to be credited to a dancer of two hours for each attendance. However, should such a special attendance be required before, during or after a rehearsal or performance call, the time so spent shall be counted as time worked.
- (b) Notwithstanding any other provision of this clause the Employer shall not for the purpose of still photography or other publicity direct a dancer to attend at any place other than in the theatre or other place where the dancer is engaged to appear for the Employer.
- (c) But this shall not prohibit the taking of still photographs in a still photographic studio or in any other place approved by the MEAA or prohibit the dancer when directed by the Employer from attending at a recognised studio for the purpose of performing for live or recorded television or radio publicity. Travel to such studio shall be in the Employer's time and transport shall be provided or paid for by the Employer. Travel shall commence at the theatre or at a central point in the particular city designated by the Employer.

20.2.4 If any situation arises that requires attendance at a time or place outside those already specified in this clause, the Employer shall seek permission from the dancers.

20.2.5 Still photographs of the dancer taken in accordance with the provision of this clause shall not be published for any purpose other than for publicity or advertisement of performances. Any use of photographs outside this clause shall be with the dancer's consent and a fee shall be negotiated if appropriate.

20.2.6 Dancers shall not be directed to take part in publicity or recording calls except between the hours of 9.00 a.m. and 11.00 p.m. The consent of dancers may be sought to allow for publicity calls outside of these hours.

20.2.7 If the segment is to be transmitted as a news item or used as a current affairs programme the transmission time shall not exceed five minutes.

20.2.8 The Employer shall, in the case referred to in the preceding paragraph stipulate to the transmitting station that the recording is to be transmitted once only in each city or town where the production is being presented, such transmission to take place during or prior to the presentation of the production in that town or city.

20.2.9 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 appropriate penalty rate.

20.2.10(a) A dancer shall give such press, radio, television and other interviews as the management shall reasonably require but otherwise shall not 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 of the

press, radio or television or to any other person without the written permission of management.

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

20.2.11 A dancer shall not be required in accordance with subclauses 20.2.7 and 20.2.8 above to perform on any more than two television shows in any one city. Any performances in excess of two shall be paid an appropriate amount following discussions and agreement with the dancers and MEAA.

20.2.12 The dancers 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 dancer in this regard the matter shall be referred to the MEAA, and then if necessary to an independent arbitrator agreed by the parties to the dispute.

20.2.13 The Employer shall ensure, where it is within his/her control, that all dancers appearing in a production are accurately billed, and where possible that their names, professional experience and photographs appear in the programme.

20.3 RECORDINGS

20.3.1 The Employer agrees to provide the dancer with adequate notice where the Employer intends to record, film or photograph the dancers, with a minimum of 24 hours notice to be given.

20.3.2 Excerpts of recordings of performances in a theatre, of up to five minutes in duration, may be used for publicity and promotion of current or forthcoming seasons. This material may be broadcast for as long as that particular show stays in the Company's repertoire.. No fee shall be payable to the dancers for such recordings or broadcast.

20.3.3 The Employer agrees to enter into negotiations with the MEAA and the dancers where the Employer seeks to record the dancers or use recorded material in circumstances other than those set out in this Agreement. These negotiations will be undertaken in good faith and will be completed as expeditiously as practicable.

21 SUPERANNUATION

21.1 In addition to other payments provided for under this Agreement, the Employer shall, subject to this clause, make a superannuation contribution to Media Super or to another registered superannuation trust. Such payments shall be equivalent to 10.25% of the dancer's actual pay (as at May 2014), provided that this requirement shall not apply to:

21.1.1 dancers performing within Australia who are normally resident outside Australia;

21.1.2 juvenile dancers, except where the junior dancer 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.

21.2 The subject of superannuation is dealt with extensively by legislation including the

Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Change Act 1992, the Superannuation Industry (Supervisors) 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.

- 21.2.1 In the event that Federal Government Superannuation legislation increases the superannuation contributions required to be made by employers, the Employer shall make superannuation contributions on behalf of dancers which ensure that the dancers at all times receive at least 1% more than the Government minimum. For example if the Government rate increases to 9.25% the dancers shall receive 10.25% and so on.
- 21.3 The Employer shall establish at the time of the engagement, whether the dancer is a member of a superannuation fund. In the event that the dancer is not a member of a registered superannuation fund, the Employer shall provide the dancer with information concerning the entertainment industry superannuation fund, Media Super.
- 21.4 In the event the dancer is not a member of a superannuation fund, the Employer shall require that the dancer enter into a registered superannuation trust.
- 21.5 Where a contribution is made as prescribed in this Clause, the Employer shall comply with all requirements of the legislation in regard to superannuation.
- 21.6 The Superannuation contribution shall in the case of dancers engaged by the week be paid no later than seven days following the end of the last pay period in any month.
- 21.7 For the purpose of this clause "ordinary salary" refers to:
- 21.7.1 where the dancer is engaged by the week, the dancer's usual weekly earnings, including loadings and penalty payments paid on a regular basis, but excluding any other penalties and allowances paid on an irregular basis such as overtime, travel, meals, or wardrobe allowances and the like, or;
- 21.7.2 where a dancer is engaged on a casual basis, the salary as negotiated for the engagement including the casual loading provided for under this Agreement but excluding any allowances such as overtime, travel, meals, or wardrobe allowances and the like, or annual leave loading.
- 21.8 For the purpose of this clause, "registered superannuation trust/ fund" shall mean an organisation which complies with the Australian Government's Operational Standards for Occupational Superannuation Funds.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK

22. HOURS OF WORK

22.1 GENERAL CONDITIONS

- 22.1.1 The ordinary hours of duty shall not exceed 38 in any one week. No more than 7 hours and 36 minutes on any one day shall be worked whether performing and/or rehearsing.

22.1.2 Classes

- (a) The Employer shall use his/her best endeavours to schedule five classes a week which shall be compulsory and counted as time worked.
- (b) In circumstances where the performance and rehearsal schedule of an individual dancer is onerous or where some other special circumstance exists the Employer may provide by prior arrangement that a dancer need not attend a scheduled class, such non-attendance to be without loss of pay.
- (c) Any non-attendance at a class (without reasonable explanation) other than in accordance with the provisions of this subclause, or as elsewhere prescribed in this Agreement, shall be subject to loss of pay.

22.1.3 The minimum time to be credited to a dancer for a whole time performance or dress rehearsal given shall be 3 and 3/4 hours (inclusive of warm-up, making-up, dressing and taking off make-up etc.). A dancer shall be credited with 3 and 3/4 hours of working time for each performance in which the dancer takes part.

22.1.4 For attendance for wardrobe, publicity and similar duties see the special attendances clause.

22.1.5 Thirty minutes shall be allowed for a warm-up/class before the dancer will be required to perform or rehearse.

22.1.6 (a) A further 30 minutes shall be allowed to a dancer for preparatory duties such as dressing and making-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 and removing make-up. Such time shall be counted as working time. If a dancer is directed by the Employer to be in attendance at the dancer's place of employment for longer than 60 minutes prior to the commencement of a performance or dress or make-up rehearsal, the time of the dancer's attendance shall be regarded as time worked.

(b) The preparation time referred to herein and the warm up time provided under the preceding subclause shall be regarded in total and it shall be at the discretion of the dancer as to the order in which preparation and warm up are carried out.

22.1.7 A break of 12 hours clear of warm-up, dressing, undressing, making-up or removing make-up etc., shall be given to a dancer between completion of one days work and the commencement of another, provided that in the case of travelling and/or schools' work on the following day the break may be reduced to 10 hours if necessary.

22.1.8 Should the Employer during the course of a normal days work require the dancer to travel from one location to another, the travelling time involved shall be counted as time worked.

22.2 TIMES OF REHEARSAL

22.2.1 During a week in which rehearsals only are held and during which no performance is given the following provisions shall apply:

- (a) The maximum number of hours worked per week shall be 38.

(b) Rehearsals shall be held on Monday to Friday provided that a rehearsal may be held on a Saturday if the dancer is given a day off in lieu on the following Monday or on some other day as is mutually agreed. As far as possible such other day off shall be in the week following the Saturday rehearsal.

(c) A maximum of seven hours and 36 minutes shall be worked on any one day.

(d) Rehearsals shall not commence before 9.30 a.m. and shall be concluded by 6.30 p.m. provided that by mutual agreement between the Employer and dancer rehearsals may be held in the afternoon and evening and in such cases shall commence not earlier than 1.30 p.m. and shall conclude by 10.30 p.m., except in the week prior to commencement of a new production, being the opening night as advertised to the general public in marketing for the production, where rehearsals shall end by 11.00 p.m.

(e) There shall be a break of at least one hour for lunch to be given between the hours of 12 noon and 2.00 p.m. A 15 minute scheduled warm-up post lunch will be provided for dancers involved in rehearsals which are conducted right up until the scheduled lunch break and when the Company is rehearsing existing repertoire. In the instance that rehearsal is completed prior to the scheduled lunch break the additional warm-up period will not be provided and when the Company is creating new works or is in creative development for new works this additional time will not be provided.

(f) Where afternoon and evening rehearsals are agreed upon under subclause 22.2.1 (d) above there shall be a dinner break of one and a half hours to be given between the hours of 5.00 p.m. and 7.30 p.m. provided that the length of such break may be varied by mutual agreement between the Employer and the dancer. However, in no case shall the dinner break be less than one hour.

(g) There shall be a fifteen minute rest/tea break given in the morning following class and a fifteen minute break given during the afternoon or evening rehearsal session.

(h) In the period of one week prior to commencement of a new production, being the opening night as advertised to the general public in marketing for the production, a maximum of 44 hours may be worked in the six days, Monday to Saturday inclusive.

(i) No rehearsal may be required on Christmas Day or Good Friday.

(j) All rehearsals shall be regarded as continuous from the starting time to the finishing time each day, except by mutual agreement.

22.3 REHEARSAL AND PERFORMANCE

22.3.1 The maximum number of hours worked in any week in which performances and rehearsals take place shall not exceed 38 hours.

22.3.2 A maximum of 7 hours and 36 minutes shall be worked on any one day.

22.3.3 If no performance is held on the same day as rehearsal the provisions of clause 22.2.1 above shall apply.

22.3.4 No rehearsal may be held on a day when more than one whole time performance

is held except in the case of an emergency cast replacement.

- 22.3.5 On any day in which one performance only is given one rehearsal/class session of four hours may be given by the Employer except as otherwise provided in this Agreement. Such rehearsal/class shall not commence before 10.30 a.m. Unless otherwise agreed the dancer's rehearsal on any such day shall end no later than four hours prior to the call for the next performance of the Employer's production in which the dancer will appear.
- 22.3.6 On the day after opening night, where practical the Employer will only schedule call times for a school matinee at 1030am or later and for a daytime workshop at 11 a.m. or later.
- 22.4 Performance
- 22.4.1 The ordinary hours during which a performance may be held shall be from 10.00 a.m. (commencement of a performance) to 11.15 p.m. (conclusion of a performance) on any six days Monday to Saturday. Should a performance extend beyond 11.15 p.m. the dancer shall receive a rate of double time for all time worked after 11.15 p.m.
- 22.4.2 There shall be a break of not less than 45 minutes clear of warm-up, dressing, undressing, make-up or taking off make-up between the conclusion of one performance and the commencement of another performance on the same day except if the parties agree otherwise.
- 22.4.3 If there is a break of less than 2 hours between the conclusion of one performance and the beginning of the next performance on the same day the Employer shall provide the dancer with a satisfactory meal. The Employer shall also provide tea and coffee or the ingredients and facilities to make and serve same.
- 22.4.4 A performance shall not exceed three and three quarter hours in duration, provided that in the case of a performance with two intervals, the maximum performance time shall be four hours. Such three and three quarter hours or four hours shall include warm-up, dressing and making-up time and taking off make-up and undressing time as specified in subclauses 22.1.3 and 22.1.5 above.
- 22.4.5 A dancer shall be credited with at least three and three quarter hours of working time for each performance.
23. NUMBER OF PERFORMANCES
- 23.1 The maximum number of performances which the Employer may require the dancer to give in any one week shall be seven provided that in special circumstances and by agreement, the number of performances may be increased to eight.
- 23.2 In the case of "short shows" i.e. shows up to one hour in length, the ordinary number of performances shall not be more than 10 per week.
- 23.3 Where a dancer is required to give more than the number of performances in any one week as set out above, in addition to the dancer's weekly wage for that week such dancer shall also be paid as follows:

- 23.3.1 in the case of full length performances, one-eighth of the weekly wage for each performance in excess of seven, or eight as the case may be;
- 23.3.2 in the case of "short shows," one-tenth of the weekly wage for each performance in excess of 10.
- 23.4 Where a combination of full length and short shows is performed in any 1 week the number of shows and additional payment (if any) to apply shall be agreed between the MEAA and the Employer.

24. MEAL AND REST BREAKS

- 24.1 When more than one rehearsal call, or call for other work is made on one day, an interval of one hour shall be given to dancers after each four hour period of work. The said interval shall be clear of any dressing, undressing, redressing, make-up or other work.
- 24.2 Dancers shall be given, in the Employer's time, a tea or rest break of fifteen minutes at the end of each two and a half hours work at rehearsal except that where a joint rehearsal of orchestra and dancers occurs, the same break given to members of the orchestra shall be given to dancers.

25. OVERTIME

- 25.1 Engaged by the week or for a longer period
- 25.1.1 The dancer's hourly rate of pay shall be calculated by dividing by 38 the weekly rate.
- 25.1.2 For the purposes of calculating overtime, each day's overtime shall stand alone. Overtime shall be calculated strictly on the basis of actual time worked.
- 25.1.3 Overtime shall not be paid twice for the same time worked.
- 25.1.4 Where a dancer is paid for an extra performance pursuant to paragraphs 23.3 or 23.4 the hours paid for in relation to such extra performance shall not be taken into account when calculating the weekly total of hours.
- 25.1.5 All work performed in excess of the prescribed weekly total of hours or outside the prescribed spread or range of hours or as the result of a prescribed break or interval having been curtailed or extended beyond the hours specified shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- 25.1.6 In the case of an emergency cast replacement where a rehearsal is held on a day when two performances are given, overtime shall be paid at the rate of time and a half for the first two hours and double time thereafter for the duration of the rehearsal period.
- 25.1.7 The Company may choose, as a whole Company, to transfer their overtime to time-off-in lieu in which case the time off shall be calculated at overtime rates. Time off in lieu shall be taken at a time mutually agreed between each dancer and the Employer.

25.2 Engaged casually

- 25.2.1 If a dancer is detained by the Employer during an engagement for a performance for more than two and one half hours (excluding warm-up, make-up and/or taking off time) the dancer shall be paid at the rate of one-sixth of the appropriate casual fee for such dancer for each half hour and pro rata for each part of one half hour in excess of the said two and one half hours that the dancer is detained by the Employer.
- 25.2.2 A dancer required to work beyond the hour of 11.15 p.m. or who is detained for work or any other reason beyond the hour of 11.15 p.m. by the Employer, shall be paid at the rate of one-twelfth of the appropriate casual fee for such dancer for each half hour or part thereof beyond 11.15 p.m. that the dancer is required to work or is detained, in addition to any other payments for overtime etc. and the ordinary fee applicable to such dancer.

26. SUNDAYS AND PUBLIC HOLIDAYS

26.1 PRESCRIBED PUBLIC HOLIDAYS

A dancer 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:

- 26.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- 26.1.2 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
- 26.1.3 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.

26.2 ENGAGED BY THE WEEK OR FOR A LONGER PERIOD

- 26.2.1 For any work done on Sundays or public holidays including rehearsal the minimum rates per performance or three hour rehearsal session shall be as follows:

(a) On Sunday

Where the time worked is in addition to the dancer's prescribed weekly hours of work, one-third of his/her ordinary weekly wage in addition to his/her wage for the week. Where the time worked is part of the dancer's prescribed weekly hours of work one-sixth of his/her ordinary weekly wage in addition to his/her wage for the week, provided that in such case the dancer's hours of work for the week shall be so arranged that he/she has one complete day off duty in that week.

(b) On public holidays

- (i) All work performed on Good Friday, Christmas Day and Labour Day or Six Hour Day or any day observed in lieu of those actual days shall be paid for

at the rate of one quarter of the weekly wage received by the dancer in addition to his/her weekly wage for the week.

- (ii) All work performed on other public holidays shall be paid for at the rate of one-sixth of the weekly wage additional.
- (c) The Employer will make every effort not to program performance work on Sundays and Public Holidays but, when overseas, time off in lieu may be given instead of payment for overtime on a maximum of three Sundays or Public Holidays per year. After this time the substitution may occur only with the consent of the dancers.

26.2.2 In the case of dancers engaged by the week if by reason of any of the holidays referred to in this clause being a holiday no work is done thereon, the wage for the week shall nevertheless be paid without deduction thereof, and such holiday shall, for the purpose of Clause 23 of this Agreement, be treated as if there had occurred thereon one of the seven or two of the ten performances as the case may be for which that clause provides.

26.2.3 If a dancer is required by the Employer to travel on a Sunday or public holiday, the dancer shall be given a day off in lieu in the following week; provided that if a day off in lieu is not provided, the dancer shall be paid one-twelfth of the weekly wage in addition to the wage for the week for travel of up to three hours' duration, and one thirty-eighth of the weekly wage for each half hour or part thereof for travel in excess of three hours.

26.2.4 A dancer whose rostered time off falls on a public holiday as provided for in this clause shall be allowed an additional day off at a time to be agreed between the Employer and the dancer, or be paid an additional days pay in lieu thereof within seven days of the holiday.

26.3 ENGAGED CASUALLY

26.3.1 On Sunday or on Good Friday, Christmas Day and Labour Day or Six Hour Day or any day observed as those actual days or in lieu of those actual days:

(a) for a performance the dancer shall be paid double the prescribed minimum rate per performance.

(b) for a rehearsal the dancer shall be paid double the prescribed casual hourly rehearsal rate with a minimum payment as for four consecutive hours.

26.3.2 On other holidays:

(a) for a performance the dancer shall be paid at double the prescribed minimum rate per performance.

(b) for a rehearsal the dancer shall be paid double the prescribed casual hourly rate with a minimum payment as for four consecutive hours.

26.3.3 The said other holidays are the days observed as public holidays in the State where the employment occurs.

26.3.4 If a dancer is required by the Employer to travel on a Sunday the dancer shall,

unless paid in pursuance of this clause for working on the said Sunday, be paid the prescribed minimum rate as for a performance.

26.4 CHRISTMAS DAY FALLING ON A SATURDAY OR SUNDAY

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

26.5 BOXING DAY FALLING ON A SATURDAY OR SUNDAY

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

26.6 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 holiday in lieu thereof shall be observed on the next Monday.

26.7 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.

27 ROSTER

- 27.1 A roster of performance and rehearsal hours shall be provided by the Employer weekly, giving the dancer at least three days' notice of his/her forthcoming schedule. A copy of such roster will be made available to each dancer and a master copy shall be prominently displayed on a notice board.
- 27.2 A dancer shall be given at least 48 hours' notice of any change in rehearsal and/or performance hours except in the case of emergency and during the seven day period prior to the opening performance in which case twelve hours' notice shall be given.
- 27.3 During the rehearsal of existing repertoire, a rehearsal schedule for the day shall be provided to the dancers by no later than 11.30 a.m. on any given day.

PART 7 - LEAVE OF ABSENCE AND HOLIDAYS

28. ANNUAL LEAVE AND ANNUAL LEAVE LOADING

28.1 ANNUAL LEAVE

- 28.1.1 All dancers shall be entitled to four weeks annual leave in respect of each calendar year of service, such leave to be on full pay at the ordinary weekly rate being paid to the dancer.
- 28.1.2 Such annual leave shall accrue from the first day of employment.
- 28.2 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.

- 28.3.1 Annual leave shall be given at a time fixed by the Employer within a period not exceeding three months from the date when the right to annual leave accrued and after as much notice as is practicable and in any case not less than eight weeks notice to the dancer.
- 28.3.2 If the Employer finds it necessary to vary the date of commencement of a dancer's leave within the five week period prior to scheduled commencement of annual leave and such dancer can show that through such variation he/she actually lost payments reasonably made by him/her and in respect of which he/she retained no benefit, the Employer shall reimburse him/her for such loss.
- 28.4 Unless otherwise mutually agreed upon, annual leave shall not be taken whilst the dancer is away from his/her place of residence. If annual leave is given to the dancer whilst on tour the Employer shall provide air (economy) travel to his/her place of residence. Such travelling time shall be outside the dancer's period of leave.
- 28.5 Annual leave may, by mutual agreement, be given and taken in two separate periods. No such period shall be less than one week.
- 28.6 If so requested by a dancer the Employer may allow annual leave to a dancer before it has accrued..
- 28.7 Where a dancer's engagement terminates and the dancer 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 dancer) from the date of termination of the engagement and shall forthwith pay to the dancer, in addition to all other amounts due to him/her, his/her ordinary pay for the period of leave due.
- 28.8 In respect of any period of employment which is less than twelve calendar months such period being computed from the date of the commencement of the engagement (or, where the dancer has during the engagement become entitled to annual leave), the Employer shall forthwith pay to the dancer, in addition to all other amounts due to him/her an amount equal to one-twelfth of his/her ordinary pay for such period of employment.
- 28.9 Each dancer before going on annual leave shall be paid wages for the period of leave at the ordinary weekly rate being paid to the dancer.
- 28.10 The annual leave provided for by this clause shall be allowed and shall be taken and, except as provided by subclauses 28.7 and 28.8 above, payment shall not be made or accepted in lieu of annual leave.
- 28.11 Where annual leave has been granted to a dancer pursuant to subclause 28.6, before it the right thereto has accrued and the dancer subsequently leaves or is discharged from the service of the Employer before completing the 52 weeks 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 dancer under this clause.
- 28.12 A dancer once sent on annual leave shall not be recalled for duty except by mutual agreement between the Employer and dancer.
- 28.13 A dancer once sent on annual leave shall not be required to undertake any

preparatory work for the future season. However, the Employer will keep dancers informed and dancers agree to be aware of the rehearsal schedule for each coming year. Dancers will maintain their fitness responsibly over the duration of annual leave so as to return to rehearsals being able to perform to the required level without excessive risk of injury.

28.14 ANNUAL LEAVE LOADING

- 28.14.1 Each dancer engaged by the week before going on any period of annual leave shall for each week of such leave be paid an "annual leave loading" at the rate of seventeen and a half per cent of the ordinary weekly wage prescribed herein for such dancers. Such loading shall be in addition to the amount paid to the dancer under this clause.
- 28.14.2 No loading is payable to a dancer who takes annual leave wholly or partly in advance in accordance with this clause hereof; provided that, if the employment of such a dancer continues until the day when he/she would have become entitled to annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated by applying the ordinary rate of pay applicable on that day.
- 28.14.3 Where payment is made in lieu of annual leave in accordance with subclause 28.8 above, hereof, no loading is payable.

29 SICK LEAVE AND WORKERS' COMPENSATION

29.1 SICK LEAVE - ILLNESS, INJURY OR ACCIDENT NOT IN THE COURSE OF EMPLOYMENT

- 29.1.1 A dancer engaged by the week, who is absent from work on account of personal illness, or injury by accident not arising out of and in the course of his/her employment shall be entitled to leave of absence without deduction of pay subject to the following conditions and limitations.
- 29.1.2 The dancer shall be allowed twelve days paid sick leave in each year of service.
- 29.1.3 The dancer shall not be entitled to paid sick leave for any period of absence in respect of which he/she is paid workers' compensation, but shall receive benefits in accordance with the subclause relating to injury/accident pay.
- 29.1.4 The dancer shall, within 24 hours of the commencement of such sick leave absence, inform the Employer of his/her inability to report for duty and so far as practicable state the nature of the injury or illness from which he/she is suffering and the estimated period of his/her absence.
- 29.1.5 The dancer shall, if so required by his/her Employer, provide satisfactory evidence of the nature of the injury and of his/her inability to attend for duty on any day or days for which sick leave is claimed.
- 29.1.6 Subject to the provisions of this clause a dancer shall be allowed four days' sick leave (in the aggregate) per year without having to produce a medical certificate.
- 29.1.7 Sick leave on the basis set out in this clause hereof shall accumulate from year to year so that any balance of the period specified in that subclause which has in any

year not been taken by the dancer as paid sick leave may be claimed by such dancer and shall be allowed by the Employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Sick leave that accumulated pursuant to this subclause shall be available to the dancer only for a period of five years from the end of the year in which it accrued.

- 29.1.8 Up to three single days of sick leave per year may be taken for the purposes of rest and recuperation. This provision shall not accumulate from year to year.

29.2 SICK LEAVE - ILLNESS, INJURY OR ACCIDENT IN THE COURSE OF EMPLOYMENT

- 29.2.1 A dancer 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 dancer's employment shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations.

29.3 WORKERS' COMPENSATION

- 29.3.1 During the entire period of a dancer's employment by the Employer the dancer shall be insured by the Employer under the provisions of the relevant Workers' Compensation Act.

29.4 INJURY/ACCIDENT PAY

- 29.4.1 Every dancer to whom this Agreement applies shall, subject to and in accordance with this Agreement be entitled to accident or injury pay.

- 29.4.2 The Employer shall observe the conditions hereinafter prescribed namely:

(a) The Employer shall pay and a dancer shall be entitled to receive accident or injury pay in accordance with this subclause.

(b) "Accident pay" means a weekly payment of an amount being the difference between the weekly amount of workers' compensation paid to a dancer pursuant to the provisions of the relevant Workers' Compensation Act and the wage to which such a dancer was entitled at the date of his/her injury.

(c) The Employer shall pay a dancer accident pay where the dancer receives an injury for which compensation is payable by or on behalf of the Employer pursuant to the provisions of the said Act.

(d) The Employer shall pay, or cause to be paid accident pay during the incapacity of the dancer 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.

(e) The termination of the dancer'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.

(f) A dancer 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.

(g) In the event that a dancer 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.

(h) Where the dancer 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 subclause and the dancer shall not be entitled to any further accident pay thereafter.

29.5 REIMBURSEMENT OF EXPENSES

29.5.1 Notwithstanding anything contained in subclause 29.1 above a dancer suffering injury through an accident arising out of and in the course of his/her employment necessitating his/her attendance during working hours to a doctor, dentist, chemist or trained nurse or a hospital, or other health personnel, shall not suffer any deduction from his/her pay for the time so occupied and shall be reimbursed by the Employer all expenses reasonably incurred in connection with such attendance.

30. COMPASSIONATE LEAVE, PARENTAL LEAVE, PERSONAL CARER'S LEAVE

30.1 COMPASSIONATE LEAVE

30.1.1 A dancer required to be absent by reason of the death of that dancer's wife, husband, mother, father, brother, sister or child shall be entitled as a minimum to three days' compassionate leave in addition to reasonable travelling time on full pay.

30.1.2 When a dancer is required to be absent due to an emergency or special event, e.g., critical illness in the family, he/she will be entitled to a reasonable amount of leave on full pay, the period to be determined by mutual agreement between the Employer and the dancer depending on the specific circumstances involved.

30.1.3 The provisions of 30.1.1 and 30.1.2 above shall also be extended to include a dancer who has been living in a de facto relationship.

30.2 MATERNITY LEAVE

30.2.1 A female dancer with at least 12 months continuous service with the Employer who becomes pregnant shall, upon application to the Employer be entitled to a period of up to 32 weeks prior to the anticipated date of delivery of the child and a further 39 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This leave will be unpaid except for any period which is paid parental leave as per clause 30.6.1. Each period of maternity leave shall be unbroken and immediately following confinement include a period of 6 weeks compulsory leave. Provided the maximum period of maternity leave does not exceed the period to which the dancer is entitled the period of maternity leave may be lengthened once by the dancer giving not less than 14 days notice in writing to the Employer and further lengthened by agreement between the Employer and the dancer.

30.2.2 Where, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the dancer make it inadvisable for the dancer to continue at her present work, the dancer shall if the Employer deems it practical, be transferred to a safe job at the rate and

on conditions attaching to that job until the commencement of maternity leave.

30.2.3 A dancer shall confirm her intention of returning to work by notice in writing to the Employer not less than 4 weeks prior to the expiration of her period of maternity leave, and shall be entitled to the position she held immediately before proceeding on maternity leave, provided however that the dancer is physically fit and able to commence work at the conclusion of the maternity leave in accordance with the dancer's contract. The Employer shall consult with the dancer if requested by the dancer 8 weeks prior to the expiration of the maternity leave so as to assist the dancer to arrange a physical regimen which will enable the dancer's return to work by the required date.

30.2.4 A dancer engaged for a particular period who is entitled to maternity leave will be entitled to have her contract paused for the period of maternity leave, provided that the dancer provides three months' notice of her intention to return to work and that normal arrangements regarding physical fitness apply.

30.2.5 Such leave shall not be regarded as constituting a break in the continuity of the employment of the dancer for the purpose of calculating long service leave and other benefits. Nothing in this subclause shall affect the right of the dancer to take and be paid for any annual leave and sick leave the right to which has accrued at the date of commencement of maternity leave.

30.3 PARTNER LEAVE

30.3.1 A dancer with at least 12 months continuous service shall be entitled to one or two periods of unpaid leave, the total of which shall not exceed 52 weeks, including an unbroken period of up to one week at the confinement of his or her spouse and a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. Such leave shall be reduced by any period of maternity leave taken by the dancer's spouse in relation to the same child and shall not be taken concurrently with that maternity leave.

30.3.2 In addition, a dancer whose spouse/partner is to give birth to a child shall be entitled to one week of paid partner leave plus reasonable travelling time.

30.3.3 A dancer whose spouse/partner is to give birth to a child may also apply to access up to five days of personal/carers leave and consent from the Employer will not be unreasonably withheld.

30.3.4 A dancer may, in lieu of or in conjunction with partner leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.

30.3.5 Such leave shall not be regarded as constituting a break in the continuity of the employment of the dancer for the purpose of calculating long service leave and other benefits.

30.3.6 A dancer upon returning to work after partner leave shall be entitled to the position which he or she held immediately before proceeding on partner leave.

30.4 ADOPTION LEAVE

30.4.1 A dancer with at least 12 months continuous service, upon provision to the Employer of relevant adoption documentation shall upon application to the

Employer be entitled to one or two periods of unpaid adoption leave the total of which shall not exceed 52 weeks including an unbroken period of up to 3 weeks at the time of the placement of the child and an unbroken period of up to 52 weeks from the time of its placement in order to be the primary care giver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the dancer's spouse in relation to the same child.

30.4.2 A dancer upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave.

30.4.3 The parties agree to work together (within a broader industry context) to explore the feasibility of securing child care facilities in the entertainment tourist precinct.

30.5 PERSONAL CARERS' LEAVE

30.5.1 A dancer may, if the Employer agrees, take up to 5 days of annual leave in each year of employment to care for a member of the immediate family. A dancer is also entitled to use sick leave or unpaid leave to care for a member of the immediate family. Immediate family means a dancer's spouse, including a de facto or former spouse whether a same sex partner or not, a child or ex-nuptial child, parent, grandparent or sibling of the dancer or the dancer's spouse. The dancer must if required by the Employer establish by production of a medical certificate or statutory declaration the illness of the person concerned and that the illness is such as to require care by another.

30.6 PARENTAL LEAVE

30.6.1 The Employer will, during the period that the dancer is entitled to receive an amount under the Federal Government Paid Parental Leave Scheme as a primary caregiver but only for a maximum period of twelve weeks from the commencement of leave, pay to a dancer who is the primary caregiver of a child an amount equal to the difference between the amount that the employee is entitled to receive under the Federal Government Paid Parental Leave Scheme and 100% of the employee's normal wage pursuant to clause 15 and Table A of Schedule 1.

30.6.2 An amount equivalent to 8 weeks of this payment by the Employer is conditional on the employee returning to work at the end of the period of parental leave. If the employee does not return to work or does not remain at work for a minimum period of 12 weeks from the date of their return, then the employee must repay to the Employer an amount equivalent to 8 weeks of the weekly amount that the Employer has paid to the employee under this clause.

31. LONG SERVICE LEAVE

31.1 The long service leave provisions of the applicable Long Service Leave Act as amended or re-enacted, shall be applicable to a dancer retrospectively to the date of the beginning of employment.

32. LEAVE FOR INDUSTRIAL RELATIONS PROCEEDINGS

32.1 The Employer shall grant leave without loss of pay to a dancer reasonably required by the MEAA to attend proceedings under the Act subject to such leave

not preventing the dancer appearing in a scheduled class, rehearsal or performance without prior consent of the Employer.

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

33. TRAVELLING

- 33.1 All air travel shall be made by a regular passenger carrying airline or where this is not possible by a passenger carrying charter flight.
- 33.2 If a dancer is required by the Employer to travel, such travel shall:
- (a) be paid for by the Employer with reserved seats provided;
 - (b) be economy class air service.
- 33.3 Where dancers are taking part in a country tour i.e., giving performances other than in the capital city of any State of Australia or in Canberra ACT or in Darwin NT and are required to travel by automobile, motor coach or bus transport the following provisions shall apply:
- 33.3.1 The Employer shall ensure adequate and comfortable and safe conveyances with seating for each dancer.
- 33.3.2 Dancers shall be provided with drinking water during such bus travel and "comfort" stops shall be made by the bus driver at reasonable intervals. During such travel a one hour stop for lunch shall be made between the hours of 12 noon and 2.00 p.m. Should the dancer not be provided with meals during the journey the Employer shall pay the dancer the amount set out in Table D of Schedule 1 for each meal period which occurs during the journey.
- 33.3.3 On a day on which no performance, rehearsal or class is held travel shall not commence before 8.00 a.m. and shall conclude by 7.00 p.m.
- 33.3.4 Unless otherwise agreed on a day on which work is carried out, travel time plus work time shall not exceed seven hours and there shall be a break between the conclusion of travel and commencement of work. The duration of such break shall be by mutual agreement provided that if the travel time exceeds three hours the break shall be no less than two hours in duration.
- 33.4 If a dancer is required to travel in the Employer's interests more than 80 kilometres from the dancer's usual place of employment in each city or town, but is not required to stay overnight, the dancer shall be provided with suitable meals whilst so absent, or in lieu thereof the Employer shall pay the dancer an allowance per meal as set out in Table D of Schedule 1.
- 33.5 All time spent travelling at the direction of the Employer shall be counted as time worked.
- 33.6 Where a dancer is engaged to work away from the city or town in which the dancer resides the Employer shall provide return transport in accordance with the provisions of subclause 33.2 of this clause.
- 33.7 Breaks between one days work and the next in the case of travelling will be in

accordance with the "Hours of Work" clause in this Agreement.

- 33.8 A dancer required to travel to or from an airport or required to travel to Company Base or other Employer studios prior to travelling elsewhere shall have such travel provided by the Employer, or shall be reimbursed for the cost of such transport. Should a dancer make their way by car they will be reimbursed the allowance for motor vehicle set out in Table D in Schedule 1.

33.9 ACCOMMODATION

- 33.9.1 Where a dancer is required to work away from his/her place of residence the following provisions of this subclause 33.9 and subclauses 33.10 (Meals) and 33.11 (Incidentals) of this Agreement shall apply.

- 33.9.2 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 where a dancer is required to stay longer than one week in a single location the accommodation must contain cooking 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.

33.9.3

(a) Where the period of travel involved is one week or less the Employer shall provide suitable accommodation or if the Employer and dancer agree an allowance as set out in Table D of Schedule 1 in lieu of the provision of accommodation.

(b) 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 dancer for the expenses of such accommodation up to the maximum limits set out in Table D of Schedule 1.

(c) Where the Employer and dancer agree in writing shared accommodation may be provided by the Employer. The Employer shall retain a copy of any such agreement.

(d) Where the Employer is not providing accommodation and the dancer agrees in writing to share accommodation the reimbursement limits as set out in Table D of Schedule 1 shall be increased by 25% in respect of such shared accommodation. A copy of such agreement shall be retained by the Employer.

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

(f) In lieu of the provisions of subclauses 33.9.3(a) through 33.9.3(e) of this clause a dancer may elect to take a cash allowance as set out in Table D of Schedule 1. Where a dancer elects to take this allowance it shall be paid in advance up to a maximum of one week.

(g) With respect to subclause 33.9.3(f), dancers who choose to take a cash allowance and elect to share Employer provided accommodation agree that the cash allowance is limited to the cost of a single room at the current location.

33.9.4 Any dispute as to the operation of this clause or as to whether accommodation provided by the Employer is suitable accommodation as is required by this clause shall be dealt with in accordance with the following procedure:

(a) The matter shall first be discussed between the Employer and dancer.

(b) If the matter remains unresolved it may be referred by either the dancer or Employer to the MEAA and the LPA respectively for assistance in seeking resolution.

(c) If following these steps the matter remains unresolved it shall be notified to FWA.

33.9.5 Where any party to this Agreement is of the view that suitable accommodation cannot be provided in accordance with this clause for any reason including the remoteness of the location, the shortage of suitable accommodation or the cost of such accommodation, or the special needs of a dancer the following procedures will apply:

(a) the matter shall be discussed at first instance between the Employer and dancers directly concerned;

(b) where agreement cannot be reached or if either party requires assistance the MEAA or the LPA should be notified and formal negotiations should occur;

(c) if the matter remains unresolved following the negotiations referred to above, the matter should be notified to FWA for resolution;

(d) notwithstanding any other provisions of this clause in respect of a period of travel where stays of less than 7 days or less are involved in any particular location a dancer 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.

33.9.6

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 dancers. 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 dancer shall indicate within fourteen days of the offer of accommodation whether he/she proposes to accept the offer unless impractical to do so in the circumstances.

33.9.7 SPECIAL PROVISIONS - SHARED ACCOMMODATION

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

(i) the Employer shall notify the Branch Secretary of the MEAA and the LPA 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;

(ii) the Employer and the MEAA may negotiate about such arrangements. If the MEAA and the Employer agree then the accommodation may be provided in accordance with such agreement.

33.10 MEALS

33.10.1 A dancer required to travel shall be provided by the Employer with all meals or paid an allowance as set out in Table D of Schedule 1 in lieu. .

33.11 INCIDENTALS

33.11.1 A dancer required to travel shall be paid an allowance for incidentals as set out in Table D of Schedule 1.

33.12 ELIGIBILITY

33.12.1 The provisions of paragraphs 33.9 (Accommodation), 33.10 (Meals) and 33.11 (Incidentals) above shall not apply:

(a) with respect to a dancer who is engaged to work at a single location away from his/her place of residence for a specific period of twelve months or more.

(b) where a dancer is engaged for a local show.

33.12.2 The Employer shall not knowingly engage in a local show a dancer whose place of residence is not in the local area.

33.12.3 Where the Employer:

(a) avoids or seeks to avoid the operation of this clause by inducing any dancer or prospective dancer employee to misrepresent his/her place of residence; or

(b) engages a dancer where he/she knows that the place of residence of a dancer or prospective dancer employees has been misrepresented;

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

33.13.1 In the case of a dancer who is not resident in the town or city in which the Company is performing and who is engaged for a period of 52 weeks or longer, the following shall apply.

(a) The Employer will meet the cost of travel from the dancer's place of residence to the place of performance, the mode of transport to be agreed between the Employer and the dancer and to be satisfactory to the dancer.

(b) In the event of lack of agreement on the mode of travel the matter shall be referred to the MEAA and the LPA for discussion.

(c) In the event that a dancer with three years service or less is not offered a further period of employment with the Employer and does not take other

employment under which relocation assistance is provided, the Employer will meet the cost of return travel to the place from which the dancer was engaged or to such other place as may be mutually agreed.

33.14 Should the Employer during the course of a normal days work require the dancer to travel from one location to another the travelling time involved shall be counted as time worked.

33.15.1 Unless the Employer and dancer agree otherwise the breaks set out below shall be allowed between interstate travel and a performance or rehearsal.

33.15.2 There shall be no work done by a dancer on a day in which travel to and from the following places occurs:

Sydney/Perth
Brisbane/Perth
Melbourne/Perth
Sydney/Darwin;

or on a day where the actual travel time is five hours or longer.

33.15.3 Where a dancer is required to travel other than as specified above, travel time plus work time shall not exceed seven hours in a day and there shall be a break of two hours between arrival at the destination point (for example the dancers' hotel) and commencement of work.

33.15.4 When calculating hours of work for the purpose of 33.15.2 and 33.15.3 above, the time involved in the travelling to the embarkation point and from the point of arrival to the destination point (for example the dancers' hotel) shall be counted as time worked.

33.16 CASUAL DANCERS

33.16.1 The Employer shall provide satisfactory accommodation and meals at a hotel, motel or boarding house for any casual dancer 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 dancer the current daily travelling allowance rate plus a meal allowance as set out in Table D of Schedule 1 for each meal. If the dancer's performance concludes after 11.00 p.m. at a place which is 155 kilometres by road from the dancer'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 dancer the current daily travelling allowance rate.

33.16.2 Should the total time of a dancer's absence from the dancer's home town, including the time occupied in the outward and return journey to and from the employment exceed 24 hours the dancer 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 provision of lodging and meals.

33.17 USE OF PRIVATE TRANSPORT

33.17.1 Where a dancer 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 dancers used transport provided by the Employer.

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

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

33.17.3 In all other cases reasonable time as agreed with the MEAA shall be allowed.

33.17.4 Where a dancer agrees at the request of the Employer to use his/her own motor vehicle or motorcycle for purposes other than travelling between cities and towns, the dancer shall be paid an allowance for motor vehicle as set out in Table D of Schedule 1.

33.17.5 When a dancer chooses to make his/her own way to the next place of engagement or working venue and journeys by car the owner/driver or passenger shall use the motor vehicle at his/her own risk and the Employer, his/her servants and agents shall have no liability to the dancer other than that (if any) imposed by the relevant Workers Compensation Act for any loss, damage or expenses suffered by him/her as a result of the use of the motor vehicle.

33.17.6 When a dancer attends for work at his/her notified place of work and is required to attend elsewhere by the Employer, suitable transportation will be provided by the Employer. Should he/she be required to make his/her own way by car he/she shall be paid an allowance for motor vehicle as set out in Table D of Schedule 1.

33.18 LATE NIGHT TRANSPORT

33.18.1 Should a dancer be detained at the place of employment by the Employer or his/her representative for work or for any other reason until it is too late to travel to his/her home, or in any case after 11.30 p.m. the Employer shall provide taxi or private motor transport to the dancer's home or temporary place of residence as the case may be.

33.18.2 In all other instances, where dancers raise concerns about getting home safely after work, whether due to finish time or location or both, the Employer will work with the dancers to address these concerns.

33.19 TRANSPORTATION OF LUGGAGE

33.19.1 The Employer shall transport the luggage of the dancer subject to the following conditions:

(a) Where luggage is subject to a weight allowance and the luggage of the dancer exceeds the weight carried free for a member of the public travelling 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 dancer's luggage up to the free luggage weight and the dancer shall at his/her expense transport his/her luggage in excess of the free luggage weight.

(b) The Employer shall adequately insure the dancer's luggage for loss, theft or damage while in the management's charge.

34 OVERSEAS TOURING

- 34.1 When touring overseas the Employer shall meet the terms and conditions of this Agreement wherever practicable.
- 34.2.1 At least two months prior to each overseas tour, or before touring agreements are finalised (whichever is the earlier), the International Business Manager will instigate negotiations with respect to accommodation, schedules, and per diems with the dancers and the MEAA.
- 34.2.2 The outcome of these discussions shall be put in writing and a copy provided to the Company. The meals and incidentals allowance for the Company is set out in Table E of Schedule 1 as amended on an annual basis. The Employer agrees to pay the dancers touring allowances in local currency on arrival to a touring destination and on a fortnightly basis thereafter.
- 34.3 At least two weeks prior to the Company leaving Australia the Employer will provide to them a travel advisory from the www.smarttraveller.gov.au website of the Australian Government Department of Foreign Affairs and Trade in respect of the country or countries to which they are travelling.
- 34.4 Whilst touring overseas the Employer agrees to maintain the Company's workers' compensation insurance in addition to providing adequate medical insurance coverage.
- 34.5.1 Dancers will be given a full twenty-four hour rest day following each international trip from one destination to another involving more than 7 hours flying time. This day will be scheduled, where practicable, the day after arrival in each destination but where this is not possible dancers will receive a day off in lieu at a later date.
- 34.5.2 When a single continuous international journey exceeds twenty-four hours in duration, dancers will receive an extra day as time off in lieu at a time scheduled by the Employer.
- 34.5.3 For the purposes of calculating travel time, the commencement of the travel period shall be the nominated transport call time and shall conclude on arrival at the place of accommodation at the destination, provided that on the homeward journey the travel period will conclude thirty (30) minutes after the aircraft's actual arrival time at the airport.
- 34.5.4 Where flying time in the course of one international journey exceeds 26 hours the Employer will include a hotel stopover. Time in transit during the journey will not count towards the 26 hours.
- 34.6 The Employer will provide transport for the Company at the conclusion of each evening performance from the theatre to the dancers' accommodation where a risk assessment concludes there is a workplace health and safety concern due to

the particular city, town or country in which the Company is performing.

- 34.6.1 On a day on which no performance, rehearsal or class is held travel shall not commence before 8.00 a.m. and shall conclude by 7.00 p.m. However for international travel, commencement of travel before 8.00 a.m. may be unavoidable and dancers will not unreasonably withhold consent to travel before this time.

34.7 SINGLE-ROOM ACCOMMODATION

(a) When the funding for an overseas tour (or part thereof) is the responsibility of the host presenter, single accommodation will be provided for the dancers on that tour (or the relevant part thereof) and the Employer will ensure that the dancers are consulted in respect of the suitability of the accommodation prior to the arrangements being confirmed.

(b) In the circumstances that the Employer is responsible for funding an overseas tour, it shall use its best endeavours to provide the dancer with single room accommodation on that tour where this is practicable and shall consult with the dancers prior to confirming the accommodation arrangements. However it is recognised that there will be occasions when shared accommodation is the only available alternative.

(c) In respect of consultation in 34.7(a) and (b) above, this shall occur prior to the dancers leaving Australia.

(d) When, under 34.7(b) above, the Employer is unable to secure single room accommodation for the dancers, depending on the location, the nature of the negotiated contract with an overseas presenter and budget capacity, and where the length of a season is over 2 weeks, the Employer shall secure up to 3 additional single rooms for the dancers which shall be issued on a rotational basis.

- 34.8 The Employer shall use its best endeavours to secure the services of a masseur for dancers touring overseas where those tours are of a duration of 3 weeks or longer.

PART 9 - WORKPLACE HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

35. SAFETY PROVISIONS

- 35.1 The Employer agrees that at all times the greatest regard will be shown for the well being of the dancer, and the resources of the dancer will not be unduly taxed in relation to the scheduling of performances and rehearsals and the conditions under which work is performed.

- 35.2.1 The Employer shall only roster dancers to rehearse and perform on appropriate surfaces and shall not use a non-dance surface unless a work is specifically choreographed for such a surface and then appropriate footwear must be provided. In any event the dancer shall not be required to work consistently on such a non-dance surface and the Employer shall make every endeavour to ensure the dancer is not required to dance on a concrete floor.

- 35.3 The Employer shall not require the dancer to render any services whatsoever of a hazardous or dangerous nature unless such special services are specifically referred to and detailed in the dancer's written engagement, or agreed in the initial stages of creation of a work. Where such services are required and agreed the dancer shall be entitled to request an inspection of the work area and the services required by a suitably qualified person prior to undertaking the services concerned. Provided that the dancer may refuse to carry out any work which could be construed as being dangerous, hazardous and of risk to life or limb or health.
- 35.4 No dancer shall be required to undertake tasks normally assigned to technical and/or stage crew immediately prior to the dancer's performance on stage unless the dancer agrees and is appropriately rehearsed and the appropriate allowance is paid.
- 35.5 The Employer agrees to undertake in conjunction with the MEAA an investigation of work related injuries amongst dancers in order to establish a program aimed at reducing injury levels. To this end the Employer shall provide to the MEAA all information relevant to work related injuries and illness.
- 35.6 The Employer agrees to the MEAA training the dancers in paid time, in Workplace Health & Safety and Workers Compensation laws.
- 35.7 The Employer agrees to provide for OH&S Representative training to be provided to dancer-nominated representatives in paid time.
- 36 FACILITIES FOR DANCERS
- 36.1 The Employer shall use his/her best endeavours to provide in theatres and places of rehearsal:
- (a) toilet, washing room and changing room facilities acceptable to the MEAA;
 - (b) lockers with hanging space and locks.
- 36.2 In addition:
- (a) The Employer shall use his/her best endeavours to provide in theatres and other performance areas suitable dressing room areas providing mirrors and proper lighting.
 - (b) The Employer shall ensure that suitable ventilation, heating and air-conditioning acceptable to the MEAA is provided for the use of the dancer in studios, dressing rooms and/or stages. During periods of extreme temperature, the Employer must provide additional breaks, cool drinks and adequate air-conditioning/heating.
- 36.2.3 The Employer shall provide or cause to be provided facilities and ingredients for making tea and coffee and shall provide a refrigerator.
- 36.2.4 When the Company is resident at Company Base the Employer shall provide a suitable rest area acceptable to the MEAA in theatres and rehearsal venues.
- 36.2.5 When on tour the Employer shall use best endeavours to comply with the provisions of paragraph 36.2.4 above.

37 PHYSIOTHERAPY

- 37.1 The Employer is committed to maintaining the required fitness levels of its dancers and to that end undertakes to provide physiotherapy services for this purpose. At the beginning of each week, the Employer will make available maintenance sessions for the dancers with an Employer approved physiotherapist. Appropriate appointment times will be designated in liaison with the Artistic Director or their representative. All sessions will be held in paid time.

38 WORKPLACE SAFETY

- 38.1 The Employer agrees to advise and provide the dancer with a copy of the "Entertainment Industry Safety Guidelines" prior to the commencement of rehearsals.
- 38.2 The Employer can access copies of the Entertainment Industry Safety Guidelines from the MEAA or LPA websites.

PART 10 - AGREEMENT COMPLIANCE AND UNION RELATED MATTERS

39. ACCESS FOR MEAA REPRESENTATIVES

- 39.1 Any two officers of the MEAA, either singly or together, shall have access to any place classes, rehearsals and/or performances are held to interview the dancers in accordance with the current workplace legislation. The MEAA representatives shall not attempt to interview the dancers on the stage level during any actual performance or rehearsal and shall not detain the dancers from making an entrance. Nothing in this clause provides the MEAA with a right to enter premises contrary to section 194(f) or (g) of the Fair Work Act.
- 39.2 On request of a representative of the MEAA the Employer shall make time for the representative and the dancers, during working hours, to meet and discuss employment related matters. As much notice as is practical shall be given of such meetings and the scheduling of the meeting shall be at the mutual convenience of the Employer and MEAA officer. Nothing in this clause provides the MEAA with a right to enter premises contrary to section 194(f) or (g) of the Fair Work Act.

40 TIME BOOKS TO BE KEPT

- 40.1 The Employer shall keep, or cause to be kept a record of calls, overtime and Company details including salaries, loadings and allowances wherein shall be entered the following information:
- 40.1.1 The full name and stage name, postal address and occupation of each dancer employed.
- 40.1.2 The daily Company calls for dancer including overtime, performances etc.

- 40.1.3 The number of ordinary hours and the number of overtime hours worked each day by each dancer and the totals for each dancer and the totals for each pay period.
- 40.1.4 The wages and (if any) allowances and overtime paid to each dancer each pay period and any deduction made there from.
- 40.2 The Employer shall be responsible for providing to each dancer a payment advice slip on the payday at the end of each pay period to evidence that the correct amount in regard to pay, overtime, loadings, allowances etc has been made via Electronic Funds Transfer to the nominated account of the dancer.
- 40.3 Such records shall be available at the Employer's place of business during normal working hours for inspection by the dancer, any person or organisation duly authorised by the dancer including a representative of the MEAA, the Employer's auditors and any other individual which the weight of the law may require.

41. POSTING OF AGREEMENT AND NOTICES

- 41.1 The Employer shall cause a copy of this Agreement to be posted in the dancers' green room at the Company Base, and when on tour a copy of this agreement shall be available in the Employer's office.
- 41.2 A representative of the MEAA may post notices and a copy of this Agreement on a board concerning employment related matters on a board reserved for the use of the MEAA and provided by the Employer
- 41.3 The Employer agrees to develop a system of daily schedule which shall be posted on a regular basis.

PART 11 – CAREER DEVELOPMENT

42 CAREER DEVELOPMENT

42.1 The Employer is committed to assisting its dancers to obtain appropriate future career development wherever practicable.

42.2 Future training needs for an individual dancer will normally be identified during his or her annual review with the Artistic Director.

42.3 Employer support for a dancer's future career training will be considered within the framework of the Company's daily rehearsal and performance schedule which will take priority. Any time spent away from the Company's activities for the purpose of future training will be at the discretion of the Artistic Director and will be mutually agreed.

42.4 Support will be prioritised as follows:

Training needs to support a wider role the dancer might play with Sydney Dance Company eg. OH&S Committee membership, First Aid Officer.

Training needed to help a dancer increase his or her competencies to prepare the dancer for a career change.

Additional post-dance career development support for dancers who have been with the Company for a minimum of five years.

PART 12 – INDIVIDUAL FLEXIBILITY ARRANGEMENTS

43 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 43.1 The Employer and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement if:
- (a) the arrangement deals with when annual leave loading is paid; and
 - (b) the arrangement meets the genuine needs of the Employer and the employee in relation to the matter mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Employer and the employee.
- 43.2 The Employer must ensure that any individual flexibility arrangement entered into under this term will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement was made.
- 43.3 The Employer must ensure that any individual flexibility arrangement made under this term:
- a) must be in writing and signed by the Employer and employee, and if the employee is under 18, by a parent or guardian of the employee;
 - b) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 43.4 The Employer will give the employee a copy of the individual flexibility arrangement within 14 days of it being agreed to.
- 43.5 The Employer or the employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days notice to the other party to the arrangement; or
 - b) if the Employer and the employee agree in writing- at any time.
- 43.6 Except for the requirement in clause 43.3(a) the Employer must ensure that any individual flexibility arrangement made by an Employer and an employee under this term does not require the approval or consent of another person.

- 43.7 Where the Employer intends to reach any individual flexibility arrangement under this Agreement, the Employer must inform the MEAA in writing of the Employer's intent to enter such an arrangement, at least seven days prior to entering that arrangement. When informing the MEAA under this subclause, the Employer must:
- a) include details of the term(s) of the agreement and/or incorporated award(s), and which classification of employees are proposed to be subject to such an arrangement.
 - b) not disclose the name of any employee who the Employer proposes to be subject to the individual flexibility arrangement, without the consent of that employee.
- 43.8 For the avoidance of doubt, informing the MEAA under this subclause does not mean that the MEAA must approve or consent to the individual flexibility arrangement.

PART 13 – CONSULTATION

44 CONSULTATION

44.1 MAJOR WORKPLACE CHANGE

- 44.1.2 If the Employer is planning or seriously considering major workplace changes that are likely to have a significant effect on the employees covered by this agreement, the Employer must notify and consult with the MEAA and any employees who will be affected by the decision.
- 44.1.3 As soon as practicable the Employer must discuss with the MEAA and relevant employees the introduction of the change; and the effect the change is likely to have on the employees. The Employer must discuss measures to avert or mitigate the adverse effect of the change on the employees.
- 44.1.4 For the purposes of the discussion the Employer will provide the MEAA and relevant employees in writing: (i) all relevant information about the change including the nature of the change proposed; and (ii) information about the expected effects of the change on the employees; and (iii) any other matters likely to affect the employees.
- 44.1.5 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees and / or the MEAA.
- 44.1.6 As soon as a final decision has been made, the Employer must notify the MEAA and the employees affected, in writing, and explain the effects of the decision.
- 44.1.7 The Employer must act in good faith in relation to the consultation process provided in this clause.
- 44.1.8 While consultation is occurring, the changes subject to the consultation process will not be implemented, unless the parties agree otherwise. 44.1.9 In this clause:

'Good faith' includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.

"A major change is likely to have a significant effect on employees" if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain or transfer employees; or
- (f) the need to relocate employees; or
- (g) the restructuring of jobs; or
- (h) changes to the legal or operational structure of the employer or business.

44.2 CHANGES TO ROSTERS OR HOURS OF WORK

44.2.1 Where the Employer proposes to change a dancer's regular roster or ordinary hours of work, the Employer will consult with the dancer or dancers affected and the MEAA about the proposed change.

44.2.2 The Employer must:

a) provide to the dancer or dancers affected and the MEAA, information about the proposed change (for example, information about the nature of the change to the dancer's regular roster or ordinary hours of work and when that change is proposed to commence);

b) invite the dancer or dancers affected and the MEAA to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities);

and

c) give prompt and genuine consideration to any views about the impact of the proposed change that are given by the dancer or dancers concerned and/ or the MEAA.

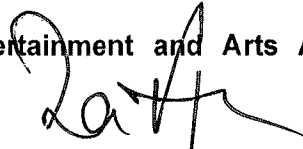
44.2.3 The requirement to consult under this clause does not apply where a dancer has irregular or sporadic working hours.

44.2.4 These provisions are to be read in conjunction with other agreement provisions concerning the scheduling of work and notice requirements.
PART 14 - EXECUTION OF AGREEMENT

45 EXECUTION OF AGREEMENT

45.1 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-** Bargaining Representative



ZOE ANGUS

(Print name)

ACTING DIRECTOR

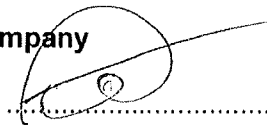
EQUITY

(Title)

Witness Neill Jones

Dated 23/7/14

Signed for and on behalf of **Sydney Dance Company**



Anne Dunn

(Print name)

Executive Director

(Title)

Witness Bruce K. Cotler

Dated

BRUCE K. COTLER

SCHEDULE 1

TABLE A
DANCERS ENGAGED BY THE WEEK

Minimum Rates

Increase of 9% over the life of the Agreement

Level	Previous actual rate	3% 1 Jan 2014 \$	3% 1 Jan 2015 \$	3% 1 Jan 2016 \$
Level 1	928.65	956.51	985.21	1014.77
Level 2	975.41	1004.67	1034.81	1065.85
Level 3	1021.74	1052.39	1083.96	1116.48
Level 4	1071.71	1103.86	1136.98	1171.09
Level 5	1126.25	1160.04	1194.84	1230.69
Level 6	1178.25	1213.60	1250.01	1287.51
Level 7	1230.51	1267.43	1305.45	1344.61
Level 7+	1323.06	1362.75	1403.63	1445.74
Supernumeraries (on tour) per week	923.44	951.14	979.67	1009.06
Supernumeraries (not on tour) per week	468.06	482.10	496.56	511.46
Supernumeraries (not on tour) per hour	27.53	28.36	29.21	30.09
Juveniles 14 yr & under (on tour) per week	923.44	951.14	979.67	1009.06
Juveniles 14 yr & under (not on tour) per week	415.50	427.97	440.81	454.03
Juveniles 15 yr (on tour) per week	923.44	951.14	979.67	1009.06
Juveniles 15 yr (not on tour) per week	510.81	526.13	541.91	558.17

SCHEDULE 1

TABLE B
DANCERS ENGAGED CASUALLY

Minimum Rates
Increase of 9% over the life of the Agreement

Level (per performance 2.5 hour call)	3% 1 Jan 2014 \$	3% 1 Jan 2015 \$	3% 1 Jan 2016 \$
Level 1	198.18	204.14	210.26
Level 2	208.17	214.42	220.85
Level 3	218.07	224.61	231.35
Level 4	231.80	238.75	245.91
Level 5	240.38	247.59	255.02
Level 6	251.45	258.99	266.76
Level 7	262.59	270.47	278.58
Level 7+	282.33	290.80	299.52
Supernumeraries per hour (min 3hr call performance, min 2 hr call rehearsals) PLUS touring allowance if on tour	30.27	31.18	32.12
Juveniles 14 yr & under per week	45% of adult level	45% of adult level	45% of adult level
Juveniles 15 yr per week	55% of adult level	55% of adult level	55% of adult level
Rehearsals (per hour min 1 hr call, then each 15 mins)	44.16	45.48	46.84
Juveniles 14 yr & under per week	45% of adult level	45% of adult level	45% of adult level
Juveniles 15 yr per week	55% of adult level	55% of adult level	55% of adult level

SCHEDULE 1

TABLE C
WORK RELATED ALLOWANCES

Minimum Rates

increase of 9% over the life of the Agreement

ALLOWANCE	Rate 3% 1 January 2014	Rate 3% 1 January 2015	Rate 3% 1 January 2016
Clause 16.1	108.43	111.68	115.03
Deputy Ballet Master/Mistress			
Clause 16.2	54.21	55.84	57.52
Supervisor			
Clause 16.3	46.07	47.45	48.87
Assistant Stage Manager			
Clause 16.4	34.40	35.43	36.49
Nudity - full			
Clause 16.4	24.17	24.90	26.65
Nudity - semi (female - topless)			
Clause 16.4	13.76	14.17	14.60
Nudity - semi (male - jockstrap)			
Clause 16.5	61.85	63.71	65.62
Driver			
Clause 16.6	31.24	32.18	33.15
Featured Performer			
Clause 20.1.5 Wardrobe allowances	10.06 per week for suit, frock, costume etc. Minimum payment of 12.86 per week 4.54 per week for each pair of shoes 111.40 per year for socks	10.36 per week for suit, frock, costume etc. Minimum payment of 13.25 per week 4.68 per week for each pair of shoes 114.74 per year for socks	10.67 per week for suit, frock, costume etc. Minimum payment of 13.65 per week 4.82 per week for each pair of shoes 118.18 per year for socks

SCHEDULE 1

TABLE D
TRAVELLING ALLOWANCES

Minimum Rates

Increased annually in line with movements in the consumer price sub-index group with which they have moved at the end of each financial year - the date of effect for such increases on and from 1 July the following financial year.

Clause No.	As from 1 July 2013 \$
33.4 Meal allowance during travel	\$25.44per meal
33.9.3(a) Cash allowance less than 1 week	\$160.16
33.9.3(b) Reimbursement	
Sydney and Melbourne	\$1120.00 per week
Adelaide, Hobart, Perth & Brisbane	\$790.63 per week
Canberra	\$962.80 per week
Other places	\$737.01 per week
33.9.3(f) Cash allowance more than 1 week	\$559.69 per week and \$111.93 per night
33.10.1 Meals	\$51.63per day to a maximum of \$258.08per week
33.11.1 Incidentals	\$13.86 per day to a maximum of \$69.41 per week
33.16.1 Meal Allowance casual employee	\$25.44 per meal
33.8 and 33.17.4 and 33.17.6 Motor vehicle allowance	88 cents per kilometre

SCHEDULE 1

TABLE E OVERSEAS PER DIEMS FORMULA

Minimum Rates

With reference to the ATO's Tax Determination 2010/19 on pages 10 and 11 there is a "Schedule 1 Table 1: Table of Countries" which lists each country's Cost Group.

On page 12 there is a chart "Table 2: Reasonable amounts by cost groups".

On page 4 there is a chart "Reasonable amount for 2010-2011" which lists amounts for employees with salaries \$97, 100 or below.

Use the country's Cost Group from pages 10 and 11 for the chart on page 12, with reference to the Australian figures on page 4 i.e. meals \$93.50 and incidentals \$16.85.

Example – calculation of reasonable daily overseas travel expense amounts

An employee travels to Germany on business for two weeks and is paid a travel allowance of \$350 per day (\$150 for meals and incidentals and \$200 for accommodation). The employee's annual salary is \$91,000. The reasonable daily overseas travel allowance expense claim is calculated as follows:

Schedule 1 Table 1 lists Germany as Cost Group 4.

Using Table 2, at a salary of \$91,000 per year, the reasonable overseas travel allowance amount for meals and incidental expenses for Cost Group 4 (which covers Germany) is \$190.

The employee claims a deduction for meals and incidental expenses actually incurred of \$180 per day. As the employee is claiming a deduction that is less than the reasonable amount of \$190 per day, the employee does not need to keep written evidence to substantiate expenditure on meals and incidental expenses. The employee is required, however, to maintain a travel record and to keep receipts or other documentary evidence to substantiate accommodation expenses.

Note: If a performer's salary is above \$97,101 then refer to pages 4 and 5 of the Tax Determination 2010/19 and increase the meals (\$93.50) and incidentals (\$16.85) figures accordingly.

SCHEDULE 2

TERMINATION. CHANGE AND REDUNDANCY

1. Redundancy

1.1.1 DELETED.

1.1.2 Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job the dancer has been doing done by anyone and that decision leads to the termination of employment of the dancer, except where this is due to the ordinary and customary turnover of labour.

1.1.3 DELETED.

1.1.4 Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

1.1.5 Weeks pay means the ordinary time rate of pay for the dancer concerned. Provided that such rate shall exclude:

- * overtime;
- * penalty rates;
- * disability allowances;
- * shift allowances;
- * special rates;
- * fares and travelling time allowances;
- * bonuses; and
- * any other ancillary payments of a like nature.

1.2 Transfer to lower paid duties

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

1.3 Severance pay

1.3.1 Severance pay

A dancer whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay*
2 years and less than 3 years	6 weeks pay
3 years and less than 4 years	7 weeks pay
4 years and less than 5 yeas	8 weeks pay
5 years and less than 6 years	10 weeks pay
6 years and less than 7 years	11 weeks pay
7 years and less than 8 years	13 weeks pay

8 years and less than 9 years
9 years and less than 10 years
10 years and over

14 weeks pay
16 weeks pay
12 weeks pay

* Weeks pay is defined in 1.1.5

1.3.2 DELETED

1.3.3 Provided that the severance payments shall not exceed the amount which the dancer would have earned if employment with the Employer had proceeded to the dancer's normal retirement date.

1.4 Dancer leaving during notice period

A dancer given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 14 -Termination of Employment. In this circumstance the dancer will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

1.5 Alternative employment

1.5.1 The Employer, in a particular redundancy case, may make application to FWC to have the general severance pay prescription varied if the Employer obtains acceptable alternative employment for the dancer.

1.5.2 This provision does not apply in circumstances involving transmission of business as set in 1.7.

1.6 Job search entitlement

1.6.1 During the period of notice of termination given by the Employer in accordance with 14.3, a dancer shall be allowed up to one days time off without loss of pay during each week of notice for the purpose of seeking other employment.

1.6.2 If the dancer has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the dancer shall, at the request of the Employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

1.6.3 The job search entitlements under this subclause apply in lieu of the provisions of 1.3.

1.7 Transmission of business

1.7.1 The provisions of this clause are not applicable where a business is transmitted from the Employer (in this subclause called the transmitter) to another Employer (in this subclause called the transmittee), in any of the following circumstances:

1.7.1 (a) Where the dancer accepts employment with the transmittee which recognises the period of continuous service which the dancer had with the transmitter and any prior transmitter to be continuous service of the dancer with the transmittee; or

1.7.1(b) Where the dancer rejects an offer of employment with the transmittee:

in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the dancer at the time of ceasing employment with the transmitter; and

which recognises the period of continuous service which the dancer had with the transmitter and any prior transmitter to be continuous service of the dancer with the transmittee.

1.7.2 FWC may vary 1.7.1 (b) if it is satisfied that this provision would operate unfairly in a particular case.

1.8 Dancers exempted

This clause does not apply to:

- dancers terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary dancers;
- apprentices;
- trainees;
- dancers engaged for a specific period of time or for a specified task or tasks; or
- casual dancers.

1.9 Incapacity to pay

FWC may vary the severance pay prescription on the basis of the Employer's incapacity to pay.

