



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Hayden Attractions Pty Ltd T/A Her Majesty's Theatre, Melbourne
(AG2014/6059)

HER MAJESTY'S THEATRE (MELBOURNE) AGREEMENT 2014 - 2015

Live performance industry

COMMISSIONER CRIBB

MELBOURNE, 22 MAY 2014

Application for approval of the Her Majesty's Theatre (Melbourne) Agreement 2014 - 2015.

[1] An application has been made for approval of an enterprise agreement known as the *Her Majesty's Theatre (Melbourne) Agreement 2014 - 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Hayden Attractions Pty Ltd T/A Her Majesty's Theatre, Melbourne. The agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Media, Entertainment and Arts Alliance being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers the organisation.

[4] The Agreement was approved in Chambers on 22 May 2014 and, in accordance with s.54 of the Act, will operate from 29 May 2014. The nominal expiry date of the Agreement is 31 December 2015.



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**Her Majesty's Theatre
(Melbourne) Agreement
2014 - 2015**

**Between
Casual Employees at Her Majesty's Theatre, Melbourne,
and
Hayden Attractions Pty. Ltd.**

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1. Agreement Title

1.0. This Agreement shall be known as the *Her Majesty's Theatre (Melbourne) Agreement 2014 – 2015*.

2. Relationship to the Parent Award

2.0. The Parent Award to this Agreement is the Live Performance Award 2010.

2.1. Where this Agreement conflicts with the Parent Award, this Agreement shall prevail.

2.2. Provisions of the Parent Award not modified by this Agreement may be deemed to continue to apply, *provided that*

2.2.1. Only such provisions of the Parent Award as apply to Casual Employees who are Production and Support Staff as defined in the Parent Award may be deemed to apply.

3. Coverage

3.0. This Agreement covers Hayden Attractions Pty. Ltd. and all persons employed by Hayden Attractions Pty Ltd at Her Majesty's Theatre, Melbourne, as casual production employees, casual front of house attendants, casual Stage Door attendants and casual food and beverage attendants who would otherwise be covered by the *Live Performance Award 2010*.

3.0.1. The Employer may from time to time request some employees to do work at another workplace.

4. Duration of Agreement

4.0. This Agreement shall commence on the Monday following its registration by Fair Work Australia.

4.1. The nominal expiry date of this Agreement shall be 31st December 2015.

4.2. After the nominal expiry date, Hayden Attractions Pty. Ltd. undertakes to commence negotiating for a successive Agreement no later than 30th September 2015.

5. Intention of Agreement

5.0. The intention of this Agreement is to promote a harmonious and productive work environment based on attaining and maintaining the presentation of premium theatrical entertainment at the highest standard.

6. Access to the Agreement and the National Employment Standards

6.0. The National Employment Standards and this Agreement contain the minimum conditions of employment for employees covered by this Agreement.

6.1. Printed copies of this Agreement and the National Employment Standards shall be available and readily accessible in the workplace at all times.

6.2. Electronic copies of this Agreement and the National Employment Standards shall be provided to employees on request.

7. Definitions

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

Archival recording means a recording of a performance for the purpose of education, training, historical record or reference. Such recordings must remain under the control of the Hirer and may not be used for other purposes, broadcast or exhibited in any way.

The Award means the *Live Performance Award 2010* which is the parent Award to this Agreement.

Annual Wage Review means the amount of increase, if any, to rates of pay determined by Fair Work Australia. The Act provides for this increase to take effect the first pay period on or after 1st July each year.

The National Employment Standards (NES) means the minimum workplace conditions set out under Sections 59 to 131 of the Act.

Employee means a person engaged by Hayden Attractions Pty Ltd to do work at Her Majesty's Theatre as a casual employee and who is covered by the Agreement.

Employer means Hayden Attractions Pty Ltd.

A call is a requirement to work for a period of not less than four consecutive hours.

Week means the period of seven days starting on a Monday and ending on the following Sunday. It is the pay period for employees covered by this Agreement.

Ordinary day means Monday to Saturday, inclusive, except days proclaimed as Public Holidays in the State of Victoria.

Ordinary time means a minimum of four and a maximum of eight hours, worked between 0700 hrs and midnight on an ordinary day. The maximum amount of ordinary time worked in one week will be 38 hours.

Ordinary rate means the hourly rate of pay including the casual loading, for the applicable classification, earned in ordinary time, as set out in Schedule A.

Daily overtime means work in excess of eight hours on an ordinary day. The first two hours of daily overtime will be paid at one and-a-half times the ordinary rate. All further hours worked on that day will be paid at twice the ordinary rate.

Weekly overtime means hours in excess of 38 worked in one week, excluding hours already counted as daily overtime. The first four hours of weekly overtime will be paid at one and-a-half times the ordinary rate. All further hours worked in that week will be paid at twice the ordinary rate.

Meal-break means a period of not less than half an hour and not more than one hour, during which an employee shall be neither required to do any work nor remain at the workplace. Time taken as a meal-break shall not be counted as time worked.

Performance means the enactment or presentation, in whole or in part, of a play, musical play, opera, ballet, concert or other entertainment, whether or not a paying audience is present. The term includes rehearsals, as well as front-of-house activities such as dinners, receptions, cocktail-parties and other functions.

Performer means a person who takes part in a performance and includes an actor, singer, dancer, musician, understudy/swing performer, puppeteer, compère, comedian or any other type of performer.

Front of house (FOH) Attendant means a person whose work includes seating, directing, guiding, serving and assisting patrons as well as occasionally selling refreshments, and who would otherwise be covered by the Award.

Food and Beverage Attendant means a person whose work includes serving refreshments to patrons as well as other duties concerning Food and Beverage Operations, and who would otherwise be covered by the Award.

Front of house Employee means a person whose work is described as either that of a front of house attendant or that of a Food and Beverage Attendant or both, and who would otherwise be covered by the Award

Production Employee means a person, other than a performer, whose work comprises part of a performance or who takes part in the setting up, packing up, operation or maintenance of plant, equipment, properties, costumes, scenery, effects or other things that are part of or necessary to a performance, and who would otherwise be covered by the Award.

Stage Door Attendant means a person whose work includes the attendance at the Stage Door to receive visitors and parcels, to answer incoming telephone calls and to perform such administrative tasks as may be required.

Production means a performance or a season of performances *and* all the plant, equipment, properties, costumes, scenery, effects or other things that are part of or necessary to that performance or season of performances *and* the process of setting up, packing up, operating and maintaining those things *and* the support and presentation of the performance or season of performances.

Public Holiday means a day proclaimed as such in the State of Victoria.

Roster means a document intended to inform employees of the times they are to be called. It shall be compiled from employees' availability and information provided by the Hirer.

Hirer means a legal person or entity who has contracted with the Employer to present a production at Her Majesty's Theatre.

Team means a group of employees assembled to accomplish a specific task or series of tasks. A team is led, overseen or supervised by an employee at Grade 6 or above.

8. Agreement Flexibility¹

8.0. Notwithstanding any other provision of *Her Majesty's Theatre Agreement*, the Employer and an individual employee may agree to vary the application of certain terms of *Her Majesty's Theatre Agreement* to meet the genuine individual needs of the employer and the individual employee. The Employer and the individual employee may agree to vary the application of terms concerning:

- 8.0.1. arrangements for when work is performed;
- 8.0.2. overtime rates;
- 8.0.3. penalty rates;
- 8.0.4. allowances; and
- 8.0.5. leave loading

8.1. The Employer and the individual employee must have genuinely made the agreement without coercion or duress.

8.2. The agreement between the Employer and the individual employee must:

- 8.2.1. be confined to a variation in the application of one or more of the terms listed

¹ The Act (Sections 202 – 205) requires an Agreement to include terms providing for flexible working arrangements, consultation over workplace change and dispute resolution.

under clause 8.1; and

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

8.3. The agreement between the Employer and the individual employee must also:

8.3.1. be in writing, name the parties to the agreement and be signed by the Employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;

8.3.2. state each term of *Her Majesty's Theatre Agreement* that the Employer and the individual employee have agreed to vary;

8.3.3. detail how the application of each term has been varied by agreement between the Employer and the individual employee;

8.3.4. detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and

8.3.5. state the date the agreement commences to operate.

8.4. The Employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

8.5. Except as provided in clause 8.3.1 the agreement must not require the approval or consent of a person other than the Employer and the individual employee.

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

8.7. The agreement may be terminated:

8.7.1. by either the Employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

8.7.2. at any time, by written agreement between the Employer and the individual employee.

8.8. The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the Employer and an individual employee contained in any other term of *Her Majesty's Theatre Agreement*.

9. Consultation regarding major workplace change

Employer to notify

9.0. Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

9.1. Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of

employees to other work or locations; and the restructuring of jobs. Provided that where *Her Majesty's Theatre Agreement* makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

- 9.2.** Changes over which the Employer has no control, including a Hirer's decision to cancel performances, to alter performance schedules or to terminate the season of performances sooner than the contracted date shall not be subject to this provision.

Employer to discuss change

- 9.3.** The Employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 9.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- 9.4.** The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 9.1.
- 9.5.** For the purposes of such discussion, the Employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Employer is not required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.
- 9.6.** The Employer shall invite the employees concerned to give their views about the impact of the proposed change, including any impact on their caring or family responsibilities, and
- 9.6.1. Give consideration to any views given by the employees about the impact of the change.
- 9.7.** Changes over which the Employer has no control, including a Hirer's decision to cancel performances, to alter performance schedules or to terminate the season of performances sooner than the contracted date shall not be subject to this provision.

10. Dispute resolution

- 10.0.** In the event of a dispute about a matter under this Agreement, or a dispute in relation to the National Employment Standards, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned, their representatives, if any, and more senior levels of management as appropriate.
- 10.1.** If a dispute about a matter arising under this Agreement or a dispute in relation to the National Employment Standards is unable to be resolved at the workplace, and all appropriate steps under clause 10.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.
- 10.2.** The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.
- 10.3.** Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 10.3.1. An employer or employee may appoint another person, organisation or

association to accompany and/or represent them for the purposes of this clause.

- 10.4.** While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

11. General Employment Conditions

Types of employment

- 11.0.** This Agreement provides only for Casual employment.

11.0.1. Casual employees are engaged and paid by the hour.

11.0.2. At the time of engagement the Employer shall inform each employee in writing of the terms and nature of their employment including the minimum classification applicable to that employment.

- 11.1.** Arrangements for weekly employment and for seasonal employment may be made under the provisions of **Section 8 – Agreement Flexibility**, above.

Classifications and rates of pay

- 11.2.** The classifications in which employees may be employed are set out in Schedule C.

11.2.1. Rates of pay include a casual loading instead of entitlements to paid annual leave, personal/carer's leave, compassionate leave, notice of termination and redundancy benefits.

11.2.2. From the beginning of the first week commencing on or after the registration of this Agreement, the rates of pay shown in Schedule A shall take effect.

11.2.3. Agreed future increases to rates of pay are set out in Schedule B.

Leave Provisions

- 11.3.** Leave is provided for in the National Employment Standards.

11.3.1. Long-term casual employees who have, or will have, completed twelve months regular or systematic service with the Employer shall be entitled to unpaid parental leave as provided for in the NES (Division 5, Subdivision A).

11.3.2. Casual employees are entitled to long service leave in accordance with the *Long Service Leave Act (Victoria) 1992*.

11.3.3. No other kind of leave is provided for, *except that*

11.3.3.1. The Employer undertakes to take every reasonable action to keep a position open for an employee who returns from a period of absence owing to Community Service, sickness, bereavement or other reasonable cause, *provided that* the employee gives notice as soon as practicable, and if requested gives satisfactory evidence of reasonable cause for the absence.

12. Hours of work and overtime

- 12.0.** The minimum payment for time worked on any day shall be for four consecutive hours, *provided that*

12.0.1. When an employee arrives late for a call, or when an employee finishes early for his or her own reasons, payment shall be for the actual hours worked.

12.1. The daily ordinary hours of work shall be a maximum of eight hours worked between the hours of 0700 and midnight on the days between Monday and Saturday inclusive.

12.1.1. Ordinary hours shall be paid for at the ordinary rate.

12.2. No employee may work more than thirty-eight hours of ordinary time in one week.

12.3. When an employee works for more than eight hours on an ordinary day, the time worked after eight hours shall be counted as daily overtime.

12.3.1. The first two hours of daily overtime on an ordinary day shall be paid for at one and-a-half times the ordinary rate.

12.3.2. Further daily overtime on that day shall be paid for at twice the ordinary rate.

12.4. When an employee works more than thirty-eight ordinary hours in one week, time worked in excess of thirty-eight hours, excluding time already counted as daily overtime, shall be counted as weekly overtime.

12.4.1. The first four hours of weekly overtime shall be paid for at one and-a-half times the ordinary rate.

12.4.2. Further weekly overtime worked in that week shall be paid for at twice the ordinary rate.

12.5. The usual rate of pay shall be twice the ordinary rate for all work done

12.5.1. on a Sunday; or

12.5.2. on a Public Holiday; or

12.5.3. between midnight and 0700 hrs on an ordinary day.

13. Meal-breaks and rest-breaks

13.0. When an employee is required to work for more than five hours without a meal-break of half-an-hour or longer, a penalty rate shall be paid for all time worked after five hours until a meal-break is taken.

13.0.1. When the time so worked is in ordinary time, the penalty rate shall be twice the ordinary rate.

13.0.2. When the time or part of the time so worked is

13.0.3. on a Sunday or a Public Holiday; or

13.0.4. between midnight and 0700 on an ordinary day; or

13.0.5. on a day when an employee has been required to return to work less than ten hours after finishing work on the previous day, the penalty rate for such time shall be three times the ordinary rate.

13.1. When it is impractical, owing to performances being scheduled with insufficient time between them to allow employees to obtain a meal before resuming their duties, the Employer will provide a substantial meal.

13.2. In the interest of workplace safety, no employee, after working for six hours continuously, shall continue without a meal-break in any circumstances except when

13.2.1. work is reasonably expected to be completed within the time that should be required as a meal-break.

13.3. Employees required to return to work less than ten hours after finishing work the previous day will be paid

13.3.1. on an ordinary day at double the ordinary rate for all work done until a ten-hour break is allowed.

13.3.2. on a Sunday or a Public Holiday at three times the ordinary rate for all work done until a ten-hour break is allowed.

13.4. An employee who has worked for five hours shall be entitled to a meal-break of not less than half-an-hour. The Employer may request, but cannot compel, an employee to continue to do work when the meal-break is due.

13.5. When a penalty loading is due under any of Clauses **13.1** to **13.3** above, the details shall be recorded on the employee's time-sheet and authorised by a Supervisor. Penalties will not be paid until so authorised.

14. Rostered work

14.0. Employees shall be rostered to work a minimum of four hours per call, and the minimum payment shall be for four hours regardless of the length of time worked, *except that*

14.0.1. In the case of an employee who arrives late for a call or who leaves early for their own reasons payment shall be for the actual hours worked.

14.1. The roster shall where necessary provide for meal-breaks, *provided that* the provisions set out in **Section 13** above as well as the following provisions are observed:

14.1.1. When an employee is required to work for only one call on any day and no more than five hours are worked, no meal-break shall be required.

14.1.2. When an employee is required to work for more than five hours on any day, the Employer may direct the first meal-break to be taken at any time within the first five hours.

14.1.3. When an employee is required to take a meal-break longer than one hour, payment shall be for two four-hour calls or for the total of the hours worked, whichever is the greater amount.

14.2. Where employees are engaged on a rotational or flexible roster, that roster shall

14.2.1. describe not less than one full week's activity, and

14.2.2. be available to the employees not less than one full week before it is due to take effect.

14.3. Employees will as far as practicable be available for their rostered calls. Should employees become unavailable for a call for which they have been rostered, they are to notify their supervisor as early as practicable.

14.3.1. The Employer may require an employee to provide evidence to substantiate reasons for repeated or systematic absence.

14.3.2. Employees who fail to attend three consecutive calls without notifying their supervisor may be deemed to have abandoned their employment.

Alteration of rosters.

14.4. Where circumstances make it necessary to alter the roster, the Employer must advise the affected employees as soon as practicable.

14.4.1. It shall be the responsibility of the Employer to confirm that this information has been received, but after a reasonable attempt to do so has been made, that responsibility shall be transferred to the employee.

14.4.2. In the event that a call for front of house employees is to be cancelled, affected employees shall be notified, individually and personally, as follows:

14.4.2.1. In the case of an afternoon call, notice of cancellation shall be given before 1900 hrs on the day preceding the call.

14.4.2.2. In the case of an evening call, notice of cancellation shall be given before 1100hrs on the day of the call.

14.4.2.3. When such notice is not given, affected employees will be paid at the ordinary rate for hours rostered but not worked.

14.4.2.4. Hours so paid shall not be counted as time worked in the calculation of daily or weekly overtime.

14.5. Stage Door Attendants and Production Employees shall be given not less than twelve hours' notice that a call is to be cancelled, or that they are to be sent home earlier than rostered.

14.5.1. When such notice is not given, affected employees will be paid at the ordinary rate for hours rostered but not worked.

14.5.1.1. Hours so paid shall not be counted as time worked in the calculation of daily or weekly overtime.

14.6. When a roster requires, or the requirement could be reasonably inferred, that employees are expected to be available for a call, as by the use of expressions such as "TBA" or "as required", the affected employees shall be paid at the ordinary rate for that call if it is cancelled less than 12 hours before the starting time of that call, or before 1800 hrs on the day before that call, whichever is earlier.

14.6.1.1. Hours so paid shall not be counted as time worked in the calculation of daily or weekly overtime.

15. Allowances and loadings

Late night travel

15.0. An employee detained at work too late to return home by public transport and with no other means of returning home will be either

15.0.1. reimbursed for travelling home by taxi, or

15.0.2. provided with a voucher for taxi travel to their home.

Use of vehicle

- 15.1.** An allowance of 84c per kilometre will be paid to an employee requested to use their own vehicle in the course of work. Adjustment of the amount of this allowance will be as provided for in Clause 14.6 of the Award.

Transmission or Recording Loading

- 15.2.** Where a performance is to be recorded or transmitted by any means, including but not limited to electronic transmission, or film, video or audio recording, and whether transmitted live or recorded for later transmission, exhibition, distribution or sale, all production employees who work on that performance will receive a loading in addition to the payment they would otherwise receive, *provided that*
- 15.2.1. Where recording or transmission applies only to the audible component of a production and no visible images are to be recorded or transmitted, the loading will be payable to sound technicians only.
- 15.2.2. Where the express purpose of hiring the venue and engaging production employees is the making of a television transmission, film or commercial, the loading will be payable to each production employee only once in respect of each hiring, irrespective of the number of performances or episodes produced.
- 15.2.3. An employee's entitlement to the loading shall be determined neither by whether images of that employee are recorded or transmitted, nor by whether an audience is present.
- 15.3.** The loading will **not** be payable in respect of:
- 15.3.1. Performances which are recorded or transmitted for news, publicity or promotional purposes, including paid television or radio commercials for the promotion of that performance or the season of which that performance is a part;
- 15.3.2. Archival recordings made for education, training, historical record or reference, *provided that* such recordings will not be used for public transmission, exhibition, distribution or sale;
- 15.3.3. Recording or transmission which is to be a documentary or a part of a documentary, *except that* when the Hirer agrees to pay a similar or equivalent allowance to performers, the allowance shall be paid to all production employees who work on that performance.
- 15.3.4. Unauthorised recording, upload or transmission performed without the Hirer's express consent.
- 15.3.5. Recording, in any medium, which consists of still images only.
- 15.4.** It shall be a condition of employment for production employees that they may from time to time be required to work on performances which will be recorded or transmitted according to the provisions set out in **15.3**.
- 15.5.** The amount of the transmission or recording loading shall be 15.9% of the weekly rate for an employee classified at Level 4 in the Award, subject to variation as provided for by the Annual Wage Review.

Higher duties

- 15.6.** An employee performing duties normally paid at a higher rate will be paid an amount equivalent to the difference between the employee's usual rate and the rate applicable to the higher duties for the duration of the call in which the duties are performed.
- 15.7.** It shall be the responsibility of the employees to claim the allowances and loadings above when completing their time-sheets.

16. Employees' responsibilities

- 16.0.** Employees will present themselves fit and able to perform their required duties. This provision includes the requirements that employees
 - 16.0.1.** Are free from intoxicants of any sort while on duty in the workplace.
 - 16.0.2.** Are free from injuries or other medical conditions that prevent them from discharging their normal duties without risk to themselves or to others.
 - 16.0.3.** Are dressed and presented in a suitable manner to perform their normal duties.
- 16.1.** Employees will refrain from any activity or behaviour that is unsafe, offensive, discriminatory, bullying or in any way detrimental to the successful carrying-on of the Employer's business.
 - 16.1.1.** Employees witnessing such activity or behaviour will report it to a supervisor or a manager.
- 16.2.** Employees will carry out the reasonable and legitimate instructions of their supervisors or managers to the best of their ability.
- 16.3.** Employees will be in the workplace prepared to commence their duties at the rostered starting time, and remain at their duties until released by their supervisor.
- 16.4.** Employees will provide suitable clothing and footwear. In the case of Front-of-house employees, the requirements for personal presentation and uniform are set out in the *Staff Handbook*.
- 16.5.** Production employees are at all times to wear clothing and footwear suitable for the tasks to be undertaken.

Timesheets

- 16.6.** Each timesheet shall be an Hours and Wages Document as required by the Act and must be signed and dated by the employee as a true and accurate record of the hours worked.
- 16.7.** Employees shall record their actual start and finish times on the timesheets provided, daily, accurately, legibly and completely.
 - 16.7.1.** No employee shall fraudulently misrepresent any detail on their timesheet.
 - 16.7.2.** No employee shall add, alter or delete any detail on a timesheet not their own *except that* a supervisor may verify or annotate a timesheet as appropriate and as required.

Communication

- 16.8.** Employees engaged on a roster will maintain a reliable means of receiving information relating to that roster, whether by telephone, telephone message-bank, electronic mail or a combination of these.

- 16.9.** Employees will make every reasonable effort to work any call for which they have made themselves available and for which they have been rostered.

17. Employer's responsibilities

17.0. The Employer will:

- 17.0.1. Maintain the workplace is as safe a condition as practicable.
- 17.0.2. Provide employees with the necessary means and equipment to carry out their duties in a safe, efficient and proper manner.
- 17.0.3. Where the Employer requires employees to wear a uniform, provide and regularly launder that uniform.
- 17.0.4. Pay wages and allowances weekly in arrears by funds transfer to the employee's nominated account no later than two business days after the end of each week.
- 17.0.5. Correct or explain any discrepancies in employees' hours, wages, deductions or superannuation as quickly as practicable.
- 17.0.6. Reimburse employees who incur any expense in the performance of their duties at the Employer's request, upon provision of a tax invoice or receipt.
- 17.0.7. Be the sole employer of staff who are engaged locally to support and present productions at Her Majesty's Theatre, Melbourne, *except that*
 - 17.0.7.1. Crewing Service or Agency personnel may be contracted to supply additional labour when the Employer's capacity to provide staff in sufficient numbers is exceeded.
- 17.0.8. As far as practicable limit production employees directly employed by a Hirer to:
 - Stage Management
 - Heads of departments and their deputies
 - "Embedded" specialists, such as follow-spot, automation, sound or lighting operators, principal dressers, etc, as appropriate and at the General Manager's discretion.
 - Staff with specialist skills or qualifications that the Employer is unable to provide from its own resources.

18. Superannuation

18.0. The Employer will

- 18.0.1. Make Superannuation contributions in full and on time as required by legislation.
- 18.0.2. Superannuation contributions shall be made to the employee's nominated fund, unless the employee does not nominate a fund, in which case contributions will be made to Australian Super.
- 18.0.3. Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the before-tax wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause **18.0.2**.
- 18.0.4. An employee may adjust the amount he or she has authorised the employer to pay from the wages of the employee from the first of the month following the giving of written notice to their employer.
- 18.0.5. The employer must pay the amount authorised under clauses **18.0.3** or **18.0.4** no later than 28 days after the end of the month in which the deduction was authorised.

19. Media, Entertainment and Arts Alliance

- 19.0.** The Employer recognises the Media, Entertainment and Arts Alliance as the employee organisation covered by this agreement
- 19.1.** The Employer acknowledges that membership is a matter between the employee and the Alliance.
- 19.2.** With the written authority of the employee the Employer will pay membership fees from the employee's after-tax wages.
- 19.3.** The Employer will provide notice-boards on which material authorised by the Alliance may be posted.
- 19.4.** An official of the Alliance with a right-of-entry permit may enter the workplace to hold discussions with employees *provided that*
 - 19.4.1. Not less than twenty-four hours' notice is given to the employer
 - 19.4.2. Discussions do not unreasonably interfere with the legitimate carrying-on of the Employer's business, and
 - 19.4.3. Employees concerned are entitled to be represented by the Alliance.

Schedule A: rates of pay

Rates to take effect from the first pay period commencing after registration of this Agreement. Hourly rates shown are ordinary rates including 25% casual loading.

Grade	General Performance Indicators	Hourly Rate (FOH)	Hourly Rate (Production)
1	Trainee: Always supervised	21.59	N/A
2	General supervision, works as part of a team	23.49	N/A
3	Higher duties, greater experience	24.67	N/A
4	Generally supervised, higher skills	25.30	26.45
5	Works unsupervised within guidelines	25.93	27.28
6	Can provide supervision	26.72	28.11
7	Trade-qualified, specialist, team-leader	27.43	28.86
8	Supervisor	28.43	29.91

Schedule B: Future wage increases

Wage-increases under this Agreement are intended to ensure that employees' conditions continue to improve relative to the broader economy while at the same time avoiding severe impact on future productions or departure from national commercial theatre practice.

1. Any increase allowed under the National Wage Review shall be applied to the existing hourly rates and passed on in full, from the first week commencing on or after July 1st 2014 and July 1st 2015 *provided that*
 - 1.1. irrespective of the amount allowed under the National Wage Review, rates of pay will increase by a minimum of 2.0% at all grades.
2. Any increase allowed under the National Wage Review shall be augmented by an additional 0.2%, *provided that*
 - 2.1. if the increase allowed under the National Wage Review is in the range 2.8% to 3.0%, rates of pay will increase by 3.0% at all grades.

If an increase allowed under the National Wage Review is greater than 3.0% the increase shall be passed on in full with no further addition.

Schedule C: Classifications (Note that “typical positions” suggested are indicative only).

Grade 1: Trainee – always works under direct supervision

No prior experience assumed beyond basic literacy and numeracy skills

May remain at this level for a maximum of 152 hrs

Grade 2: Competent in the necessary tasks and skills of the work required

Receives regular instruction from a supervisor and works as part of a team

Works to a routine, performing predictable tasks

Familiar with relevant policies and procedures

Typical position: FoH Attendant

Grade 3: Has experience or qualification enabling higher duties than Grade 2.

For Food and Beverage employees the Responsible Service of Alcohol certificate is a requirement.

Can relay routine instructions to a team and monitor their implementation.

Can make decisions within policy framework

May perform work for which certification is required.

Typical Positions: FoH Attendant with higher duties (e.g. cash-handling), Food and Beverage Attendant.

Grade 4: Generally performs demanding tasks under supervision

Has specialised understanding of work methods or technology

Able to assist in planning tasks as part of a team

Understands safe work practices, manual handling, policies and procedures

Typical Positions: Loader, Bar Closer

Grade 5: Able autonomously to carry out detailed instructions with limited supervision.

For Production Employees a Construction Industry Induction Card (or equivalent) is a requirement*.

Conversant with and able to implement Employer's policy

Reliably able to perform complex tasks in a professional environment

Can plan tasks and devise work methods

Can take responsibility in an emergency

Can learn a plot and operate a performance at a high professional standard

Typical Positions: Stage Door Attendant, Technician, Showcrew, Bar Senior

Grade 6: Usually works without supervision, may lead a team.

For Production Employees a Construction Industry Induction Card (or equivalent) is a requirement*.

May provide instruction to other employees

May deputise for a supervisor and delegate tasks to a team

Experience or qualification to perform specialist or critical tasks at trades standard

Typical Positions: Senior Showcrew, Deputy Head of Department, Bar Duty Supervisor.

Grade 7: Able to lead a team or carry out high-level tasks without supervision

For Production Employees a Construction Industry Induction Card (or equivalent) is a requirement*.

May provide training to other employees

Can deputise for a supervisor and oversee a team

Typical Positions: Trade-qualified Technician, holder of a Licence for high-risk work, team-leader, project supervisor.

Grade 8: Provides overall supervision, including the recruitment, rostering and training of staff.

For Production Employees a Construction Industry Induction Card (or equivalent) is a requirement*.

Allocates duties to other employees

Reports directly to a Manager

Monitors, implements and contributes to, HMT Policy

Is able to deputise for a Manager

Typical Position: Head of Department, FoH Supervisor

* This requirement will be phased-in, becoming a condition of employment on 1st June 2014.

SIGNATORY PAGE

SIGNED FOR AND ON BEHALF OF HAYDEN ATTRACTIONS PTY LTD

Name: Matthew David Peckham



Signature:

Authority: Manager, Production & Capital Works, Hayden Attractions Pty.Ltd

Address: 21/5 Evans St Brunswick 3056

SIGNED FOR AN ON BEHALF OF THE MEDIA, ENTERTAINMENT & ARTS ALLIANCE:

Name: Louise Connor

Signature: Louise Connor

Authority: Victorian Branch Secretary

Address: 3/365 Queen Street Melbourne 3000