

[INSERT NAME OF PRODUCTION/COMPANY]
PERFORMERS' COLLECTIVE AGREEMENT 2024-2026

Between
Media Entertainment and Arts Alliance
And
[Insert employer name]

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PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement is known as the *[insert Employer name] Performers' Collective Agreement 2024-2026 (Agreement)*.

2. DURATION

- 2.1 This Agreement will operate from the date it is signed by both parties.
- 2.2 The nominal expiry date of the Agreement is 30 June 2026. At the nominal expiry date, a party may terminate the Agreement by giving a period of four weeks' notice. If notice is not given, the terms and conditions of this Agreement will continue to apply until replaced by a new agreement.

3. APPLICATION AND COVERAGE

- 3.1 This Agreement will be binding on:
- (a) *[insert name of Employer] (Employer)*; and
 - (b) the Media Entertainment & Arts Alliance (MEAA); and
 - (c) all employees employed by the Employer as a performer in a theatrical production.
- 3.2 The only parts of this Agreement which apply to any employee whose Negotiated Weekly Rate exceeds the upper salary limit figure are:
- (a) clause 39 – annual leave; and
 - (b) clause 31 – superannuation; and
 - (c) clause 9 – definitions.

4. RELATIONSHIP TO PARENT AWARD

- 4.1 For the purpose of this Agreement, the Parent Award is the *Live Performance Award 2020 (Award)*.
- 4.2 This Agreement replaces all of the provisions of the Award.

5. MINIMUM ENTITLEMENTS

This Agreement provides minimum wages and entitlements only.

6. NO EXTRA CLAIMS

There will not be any increases sought or granted during the period of this Agreement unless provided for in this Agreement.

7. NEGOTIATION PROCESS OF AGREEMENT

- 7.1 MEAA and its performer members and Live Performance Australia (LPA), and its employer members are committed to the maintenance of a constructive and harmonious employment environment.
- 7.2 In negotiating the terms of this Agreement, LPA, the Employer and MEAA recognise the need for a stable environment, providing financial security for performers and enhanced industry flexibility and efficiency.

8. INDUSTRY NEGOTIATIONS

- 8.1 It is agreed that LPA, representing employers, and MEAA will continue to negotiate on employment issues affecting the live entertainment industry during the course of this agreement, including:
- (a) intimacy guidelines specific to the live performance industry; and
 - (b) self-tape guidelines; and
 - (c) the development and implementation of template digital recording, broadcast and distribution agreement/s, which includes, and may not be limited to:
 - (i) rates specific to the capture, recording and distribution of performance excerpts interstitials, webisodes, vignettes, or specially created digital content. LPA agrees to use the MTC Agreement as the base for the template agreement, as well as STC subscription video on demand (SVOD) agreements and the XRoadslive cinema agreements.
 - (ii) rates for livestreaming and future distribution, 3rd party partnerships such as broadcasting on Television, Pay-TV, On-Demand, SVOD broadcast and distribution and theatrical /cinema release, Radio analogue, digital podcasts SVOD, streaming on Employer website, live broadcast/stream - cinema, free to air TV remote screens, commercial distribution – cinema, SVOD, free to air TV, streaming webcast, in-flight, DVDs, and CDs or cast album, digital music and streaming.

9. DEFINITIONS

In this Agreement, unless the contrary intention appears:

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

archival and/or reference recording means the recording of a performance for the following purposes:

- (a) a historical record for the Employer for use by the Employer, rights holders, current employees, students or historians;
- (b) archival reference for rights holders, principal cast and production (creative team with appropriate waivers executed by the Employer);
- (c) a performance reference for a Performer where more than one Performer is cast to perform the same role, or a new cast member is engaged;
- (d) as a tool to on sell the production to potential investors and presenters for their private viewing only;
- (e) for planning and research;
- (f) as a guide to recreate the production when it is restaged or revised;
- (g) for a member of the creative team (including choreographer, director, musical director, residents, designers) in fulfilling their duties to remount future productions.
- (h) to train production, support and technical crew; and
- (i) for work health safety purposes

assistant stage manager means an employee directed by a full-time stage manager to perform stage management duties. An assistant stage manager will not be required to be responsible for musical and/or lighting management.

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

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

capital city means the ABS Greater Capital City Statistical Areas (GCCSA) as defined by the Australian Bureau of Statistics to represent major urban areas of Australia:

- Greater Sydney
- Greater Melbourne
- Greater Brisbane
- Greater Adelaide
- Greater Perth
- Greater Hobart
- Greater Darwin
- Australian Capital Territory

child performer means an employee under 16 years of age.

costumes are items of clothing or shoes required to be worn in a performance. It does not include personal rehearsal clothing or shoes unless the rehearsal clothing are the items also required for performances or specific employer provided rehearsal substitutes.

cultural consultant means a person engaged by the Employer to work with creatives, cast and crew to ensure that cultural integrity and authenticity is maintained throughout the development and presentation of a theatrical work. Cultural consultant/s may be engaged at times deemed necessary by the Employer to consult on cultural protocols and integrity.

engaged by the week means being engaged for at least one week of employment terminable only in the manner prescribed by 'Part 3 - Terms of Engagement' of this Agreement.

engaged casually means being engaged by the hour subject to the minimum call for less than one week.

engagement means the period during which the employee is engaged to rehearse, play and perform.

FWC means the Fair Work Commission.

immediate family means:

- (a) a spouse or former spouse, de facto partner or former de facto partner, child, adopted child, step-child, parent, step-parent, grandparent, step-grandparent, grandchild, step-grandchild or sibling, step-sibling of the employee; or
- (b) a child, adopted child, step-child, parent, step-parent, grandparent, step grandparent, grandchild, step-grandchild or sibling, step-sibling of a spouse or de facto partner of the employee; or
- (c) for First Nations or Torres Strait Islander employees, an immediate family member also includes a member of the employee's immediate kin (including first and second cousins, aunties and uncles, nieces and nephews) or household.

lay-off means the time in which a production is moved from one venue to another.

local show means a show specified as a local show by the Employer where the production is scheduled to take place in one location only and where the Employer will engage only employees who reside in that local area for that production.

LPA means the Australian Entertainment Industry Association trading as Live Performance Australia.

MEAA means the Media, Entertainment and Arts Alliance.

Media Super means the industry superannuation fund for people working in the media, entertainment, arts and IT industries, established by the Joint Entertainment Superannuation Trust Deed, which complies with Australian Government's operational standards for Industry Superannuation Funds.

minimum rate or minimum weekly rate means the rates of pay set out in **Schedule 1**.

NES means the National Employment Standards set out in the *Fair Work Act 2009* (Cth).

overtime rate means the rate of pay on which overtime is calculated. For the purpose of the Overtime Clause and Number of Performances Clause, overtime is calculated using the Performer's Negotiated Weekly Rate of Pay or the Negotiated Casual Rate of Pay. Where the Performer's Negotiated Weekly Rate of Pay or Negotiated Casual Rate of Pay is more than 133.33% of the applicable Minimum Rate then for the purposes of calculating the overtime their rate of pay is capped at 133.33% of the Minimum Rate. The capped rate of pay for calculating overtime is set out at **Schedule 1 – Table A**.

pantomime means a production with an appeal primarily for children presented during the school holiday period. For example, but not limited to, nursery stories and fairy tales presented as pantomime, and productions such as *Peter Pan*, *Alice in Wonderland*, *The Wizard of Oz*, *Snow White and the Seven Dwarfs*.

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

performance means a performance given by employees before a paying audience.

performance shift is each occasion a Performer is called to execute their duties as a performer before an audience, including warm-up, dressing, making-up and undressing and may include more than one performance.

place of residence means the address of the place where an employee ordinarily resides as a permanent base at the beginning of the engagement.

Note: Nothing in this definition is intended to alter the custom and practice at the time of entering into this Agreement concerning the circumstances in which and the places where a performer will be afforded the entitlements under 'Part 7 - Travel' of this Agreement where that performer travels away from where their place of residence is located.

promotional materials includes all content created, captured or produced by or on behalf of the Employer, which may include interviews, Question and Answer (Q&A) sessions, up to 5 minutes of any recorded footage of the production and where agreed by the employees appearing in the promotional materials, footage from rehearsals or dress rehearsals or backstage activities, wherever such material is used specifically for publicity, advertising or promotional activity

promotional activity includes the publishing, distribution, transmission or communication to the public by, for or on behalf of the Employer of 'promotional material' created for or on behalf of the Employer for the purpose of publicising, advertising or promoting the production, the season in which the production is presented, the Employer/Company, the employee actually appearing in or having previously appeared in, the production or the Employer's sponsorships, partnerships or relationships, in any and all media, known or yet to be devised, in each territory in which the production is to be presented.

rehearsal rate means the applicable rate of pay:

- (a) for rehearsal periods prior to a season of performances to a public or paid audience; and
- (b) for workshops or developments where readings or showings can be performed to an invite-only audience where the Employer derives no income from ticket sales; and

- (c) during transfer periods; and
- (d) during lay-off.

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

Safety Guidelines for the Entertainment and Events Industry means the Safety Guidelines for the Entertainment and Events Industry, as amended from time to time for the entertainment industry by LPA and MEAA.

suitable accommodation guidelines means the guidelines provided in **Schedule 3** of this Agreement.

theatre for young audiences (TYA) means a performance where the key intended audience is of school age or younger where the performances do not predominantly feature mature themes such as drugs, suicide and sex.

time and a half and double time used in relation to pay respectively mean at the rate 150% and 200% of the appropriate rate of pay for the Performer calculated pro rata for the time for which the payment is to be made.

transfer week means where a production is transferred from one location to another and where lay-off time is not applicable.

Total Negotiated Rate or Total Negotiated Weekly Wage means:

- (a) for a weekly employee the amount set out in Clause 4(1) (Rehearsal) or 4(2)(a), or 4(2)(b) or 4(2)(c) (Performance) of the employees' Standard Contract' and may include the minimum rate and any applicable loadings such as but not limited to any personal margin, production loadings and weekly understudy loadings; or
- (b) for a casual employee the amount payable to the employee either per performance or per hour and includes the minimum rate and any applicable loadings including, but not limited to, any personal margin, production loadings and understudy loadings.

upper salary limit figure means 400% of the minimum rate prescribed in **Schedule 1, Table A** for a Category 1 Grade 1 Performer.

whole-time performance means a performance longer than 60 minutes.

workplace delegate means an employee appointed or elected by MEAA members to be their delegate or representative while working for an Employer or on a production. A workplace delegate representing performers may also be known as an "Equity Deputy".

10. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

10.1 An Employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the Agreement if the arrangement is to meet the genuine individual needs of the Employer and the individual employee. The terms the Employer and the individual employee may agree to vary are 1 or more of the following matters:

- (a) arrangements for when work is performed;
- (b) overtime rates;

- (c) penalty rates;
- (d) allowances;
- (e) annual leave loading.

10.2 An agreement must be genuinely made by the Employer and the individual employee without coercion or duress.

10.3 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

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

- (a) be in writing; and
- (b) be in a form agreed between the Employer and MEAA; and
- (c) include the name of the Employer and employee; and
- (d) be signed by the Employer and employee, and if the employee is under 18 years of age, be signed by the employee's parent or guardian; and
- (e) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) the monetary value of each term that has been varied by the arrangement; and
 - (iv) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (v) the day the arrangement commences; and
 - (vi) how the individual flexibility arrangement can be terminated.

10.5 The Employer must:

- (a) give the employee a copy of the agreement within 14 days after it is agreed to, and keep the agreement as a time and wages record; and
- (b) if the Employer is aware that the employee has, or should reasonably be aware that the employee may have, limited understanding of written English, the Employer must take reasonable steps to ensure that the employee understands the proposal, including translation into an appropriate language.

10.6 If the Employer proposes to enter into an individual flexibility arrangement with an employee, the employer must meet with the employee to discuss the proposal prior to entering the individual flexibility arrangement if the employee requests such a meeting.

10.7 The Employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) at any time if the Employer and employee agree in writing.

10.8 An individual flexibility arrangement terminated in accordance with clause 10.7(a) ceases to have effect at the end of the period of notice required under that clause

- 10.9** Any such agreement may not be made a requirement by the Employer of any prospective employee gaining employment.
- 10.10** The Employer or employee may use the dispute settlement procedure in this enterprise agreement to deal with disputes that may arise concerning the matters dealt with in the individual flexibility arrangement.

11. COMPANY FLEXIBILITY ARRANGEMENT

- 11.1** If the Employer and the majority of employees covered by this Agreement agree, a company flexibility arrangement may be made to vary the effect of the terms of the Agreement to meet the needs for a production:
- (a)** to be structured as an immersive experience or other similar experience; and
 - (b)** where the schedule and structure of the production is not compatible with any 1 or more of the following:
 - (i)** cl 33 – hours of work;
 - (ii)** cl 34 – organisation of work;
 - (iii)** cl 35 – number of performances.
- 11.2** The company flexibility arrangement can deal with any 1 or more of the following matters:
- (a)** number of performances;
 - (b)** hours of work;
 - (c)** performance shifts;
 - (d)** breaks.
- 11.3** The company flexibility arrangement must be included in the standard contract at **Schedule 6** as a special condition.
- 11.4** If the Employer seeks to include a company flexibility arrangement in the standard contract they must notify MEAA.

PART 2 – CONSULTATION, DISPUTE RESOLUTION AND WORKPLACE DELEGATES

12. CONSULTATION

12.1 This term applies if the Employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Consultation in relation to a major workplace change

12.2 For a major change referred to in paragraph 12.1(a):

- (a) the Employer must notify the relevant employees of the decision to introduce the major change; and
- (b) clauses 12.3 to 12.9 apply.

12.3 The relevant employees may advise the Employer that a person or MEAA is their representative for the purposes of the procedures in this term in relation to a major workplace change.

12.4 The Employer must recognise an employee representative if:

- (a) a relevant employee appoints, or relevant employees advise the Employer that a person or employee organisation is their representative for the purposes of consultation; and
- (b) the employee or employees advise the Employer of the identity of the representative.

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

- (a) discuss with the relevant employees, and their representatives (if any):
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion provide, in writing, to the relevant employees, and their representatives (if any):
 - (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.

12.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees, or their representatives (if any).

12.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees, or their representatives (if any).

12.8 The Employer will take reasonable steps to communicate the outcome of the consultation process including the consideration that was given to matters raised about the major workplace change by the relevant employees and their representatives (if any).

12.9 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph 12.2(a) and clauses 12.3 and 12.5 are taken not to apply.

12.10 In this term, a major workplace 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 loss of, reduction in, of job or promotion opportunities; or
- (d) the loss of, or reduction in job tenure or job security; or
- (e) the alteration of hours of work; or
- (f) the need to retrain employees; or
- (g) the need to relocate employees to another workplace; or
- (h) the restructuring of jobs.

Consultation in relation to change to regular roster or ordinary hours of work

12.11 For a change referred to in paragraph 12.1(b):

- (a) the employer must notify the relevant employees and their representatives (if any) in writing of the proposed change; and
- (b) clauses 12.12 to 12.17 apply.

12.12 The relevant employee or employees may advise the employer that a person or employee organisation is their representative for the purposes of the procedures in this term in relation to changes to regular rosters or ordinary hours of work.

12.13 The Employer must recognise an employee representative if:

- (a) a relevant employee appoints, or relevant employees advise the employer that a person or employee organisation is their representative for the purposes of consultation; and
- (b) the employee or employees advise the Employer of the identity of the representative.

12.14 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees and their representatives (if any) about the introduction of the change; and
- (b) for the purposes of the discussion – provide to the relevant employees and their representatives (if any):
 - (i) all relevant information about the change, including the nature and expected duration of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees (including an effect on the employee's remuneration); and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees and their representatives (if any) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- 12.15** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees or their representatives (if any).
- 12.16** The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees and their representatives (if any).
- 12.17** The employer will take reasonable steps to communicate the outcome of the consultation process including the consideration that was given to matters raised about the change to the regular roster or ordinary hours of work of employees by the relevant employees and their representatives (if any).
- 12.18** In this term: *relevant employees* means the employees who may be affected by a change referred to in clause 12.1.

13. CONSULTATION – WORKPLACE MATTERS (non-dispute)

- 13.1** In clause 13 a *workplace matter* can include but is not limited to:
- (a) work health safety matters; and
 - (b) workplace discrimination, harassment, sexual harassment and bullying; and
 - (c) any matter in respect of the performance of work; and
 - (d) any matter in respect of this Agreement or the NES.
- 13.2** The Employer must have a procedure that can be followed by an employee or employees if a workplace matter arises that is not a dispute. It must be the procedure for employees to raise any concerns about any workplace matters with the Employer.
- 13.3** The procedure must include steps that an employee or employees can take to raise the workplace matter. At a minimum, it must set out that parties must:
- (a) at first instance, attempt to address or resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor or the nominated contact person/s; and
 - (b) if the discussions mentioned at clause 13.3(b) above do not address or resolve the workplace matter, refer the matter to more senior levels of management as identified by the Employer.
- 13.4** When, or as soon as practicable after, the employee starts their employment, the Employer will:
- (a) inform the employees about the procedure for raising any concerns about workplace matters; and
 - (b) identify the nominated contact person/s; and
 - (c) provide the employee with access to a written copy of the procedure.
- 13.5** Nothing in clause 13 prevents an employee from directly raising a dispute under clause 15.

14. COMPANY MEETINGS

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

15. DISPUTE RESOLUTION – under this Agreement or the NES

- 15.1** Clause 15 sets out the procedures to be followed if a dispute arises under this Agreement or the NES.
- 15.2** The parties to a dispute referred to in this procedure may include:
- (a)** an employee or employees covered by the Agreement who are, or will be, affected by the dispute; and
 - (b)** the Employer or employers covered by the Agreement; and
 - (c)** an employee organisation who:
 - (i)** has a member who it is entitled to represent and who is an employee referred to in (a); or
 - (ii)** is covered by the Agreement and entitled to the benefit of, or has a role or responsibility with respect to, the matter in dispute.
- 15.3** An employee who is a party to the dispute may advise the Employer that a person or MEAA is their representative for the purposes of the procedures in this term.
- 15.4** 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 supervisors and/or management and any relevant employee organisation.
- 15.5** If the dispute is not resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the FWC.
- 15.6** The FWC may deal with a dispute referred to it under clause 15.5 where the requirement for discussions in clause 15.4 has not been complied with if the FWC is satisfied that it is appropriate in all the circumstances to do so.
- 15.7** If the dispute remains unresolved, the FWC may use any method of dispute resolution that is permitted by the Act to use and that it considers appropriate for resolving the dispute.
- 15.8** Subject to any order made by the FWC, while the parties are trying to resolve the dispute using the procedures in this term:
- (a)** an employee must continue to perform work as the employee normally would unless the employee has a reasonable concern about an imminent risk to health or safety; and
 - (b)** an employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i)** the work is not safe; or
 - (ii)** applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii)** the work is not appropriate for the employee to perform; or
 - (iv)** there are other reasonable grounds for the employee to refuse to comply with the direction.
- 15.9** The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.
- 15.10** A party to the dispute may appoint another person, organisation or association to support or represent them in relation to the dispute.

16. FREEDOM OF ASSOCIATION

- 16.1 The Employer recognises that MEAA is the union that has representational coverage for performers.
- 16.2 The Employer agrees that union membership will be a matter between the employee and MEAA.
- 16.3 The Employer recognises the role of the workplace delegate and where possible will facilitate the workplace delegate carrying out their duties in accordance with the Act and clause 17 of this Agreement.
- 16.4 Time will be set aside at the beginning of the rehearsal period for a representative from MEAA to conduct MEAA business. MEAA will consult with the Employer about a suitable time for this process. Employee attendance at such meetings will be without payment.
- 16.5 The Employer will assist with making a suitable private space available for meetings.

17. WORKPLACE DELEGATES' RIGHTS

- 17.1 Clause 17 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the Employer has complied with clause 17 of this Agreement.

- 17.2 In clause 17:

- (a) **employer** means the employer of the workplace delegate;
- (b) **delegate's organisation** means MEAA in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) **eligible workers** means members and persons eligible to be members of the workplace delegate's organisation who work in a particular enterprise.

- 17.3 Before exercising entitlements under clause 17, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

- 17.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

17.5 Right of representation

A workplace delegate may represent the industrial interests of eligible workers who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and

- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible workers are entitled to be represented and which concerns their industrial interests.

17.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible workers for the purpose of representing their industrial interests under clause 17.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible workers during working hours or work breaks, or before or after work.

17.7 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible workers;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible workers and by eligible workers to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 17.7(a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

17.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the Employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible workers.
- (b) The number of eligible workers will be determined on the day a delegate requests paid time to attend training, as the number of eligible workers who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the Employer, the workplace delegate must provide the Employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

17.9 Exercise of entitlements under clause 17

- (a) A workplace delegate's entitlements under clause 17 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (ii) not hinder, obstruct or prevent eligible workers exercising their rights to freedom of association.
- (b) When exercising any entitlements under clause 21A, a workplace delegate must, other than in the reasonable exercise of those entitlements:
 - (i) comply with their duties as an employee; and
 - (ii) not hinder, obstruct or prevent the normal performance of work.
- (c) Clause 17 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible workers.
- (d) Clause 17 does not require an eligible worker to be represented by a workplace delegate without the worker's agreement.

NOTE: Under section 350A of the Act, the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 17.

18. ACCESS FOR MEAA REPRESENTATIVES

- 18.1** Any two MEAA officials, who hold a valid entry permit, either alone or together, will have the right to access to any place of rehearsal and/or performance to hold discussions or meet with employees in accordance with Part 3-4 of the Act.
- 18.2** MEAA representatives will not attempt to hold discussion or meet with any employee on the stage level during any performance or rehearsal and will not detain any employee from making an entrance.
- 18.3** Nothing in this clause 18 provides MEAA with a right to enter premises contrary to section 194(f) or (g) or Part 3-4 of the Act.

19. ANTI DISCRIMINATION

- 19.1** The Employer will not discriminate in the selection of or retention of employees against members of an organisation, union or association on the ground of such membership, or because they are not members of any other organisation, union or association.
- 19.2** The Employer will not directly, indirectly or through their servants or agents seek to induce an employee who is a member of an organisation, union, or association to cease to become a member or to become a member of any other organisation, union or association.
- 19.3** It is the intention of the parties to this Agreement to achieve the principal object in section 351(1) of the Act by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual orientation, breastfeeding, gender identity, intersex status, age, physical or mental disability, marital status, family or carer's responsibilities, subjection to family and domestic violence, pregnancy, religion, political opinion, national extraction or social origin.
- 19.4** In fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effect.
- 19.5** Nothing in this clause 19 is to be taken to affect:
- (a)** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation; and
 - (b)** an employee, Employer or registered organisation pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; and
 - (c)** the exemptions in section 351(2) of the Act.
- 19.6** LPA and MEAA recognise the need for expanding the participation of performers from diverse ethnic backgrounds (for example, Indigenous Australians and Asian Australians), women performers and performers with a disability in their artistic process. Towards that end the Employer will utilise a flexible, imaginative casting policy to cast performers where race, ethnicity, sexual orientation, gender or the presence or absence of a disability is inconsequential to the role.
- 19.7** Where appropriate, such as where a production includes cultural or racially sensitive content, the Employer will provide cultural sensitivity or anti-discrimination training to the employees.

PART 3 – TERMS OF ENGAGEMENT

20. TYPES OF EMPLOYMENT

A Performer may be engaged:

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

21. CONTRACT OF EMPLOYMENT

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

21.2 The standard contract at **Schedule 6** must be used to engage an employee for a single play and/or production who is paid less than the upper salary limit.

21.3 Any additional contract terms and special conditions that are inconsistent with the standard contract will be void to the extent of the inconsistency and shall be deemed to be in the form prescribed by the standard contract.

21.4 Employees who become entitled to be treated as being engaged by the week will 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 will from time to time require on the days and during the hours usually worked by the type of employees affected.

21.5 In the case of specific engagement for a run of the play or for a particular period the ordinary rules of law relating to contracts will apply and will be binding on the Employer and employee.

21.6 The Employer will not issue multiple contracts for the same productions to:

- (a) avoid performer entitlements under this Agreement; or
- (b) avoid lay-off.

21.7 Live performance engagement

Engagement under the terms of this Agreement is for live performance. Except as provided in the clause 32 (Publicity and Special Attendance) and 'Part 8 – Recordings', recording of a live rehearsal or performance by any means whatsoever is expressly prohibited unless agreement is reached between the Employer, employee, and where an employee requests it, also with MEAA.

21.8 Requirement to appear nude or semi-nude

- (a) If an employee is required to appear nude or semi-nude, such requirement will be:
 - (i) specified in the contract of employment; or
 - (ii) specified at the time of engagement, for employees not specifically engaged for a run of the play or a particular period.
- (b) A semi-nude condition is where an employee is required to appear nude except for the wearing of g-strings, pastiches, etc. or is required to appear clothed in such a manner as to expose areas of the body which have sexual connotations.

21.9 Smoking

- (b) Where the Employer is aware the production may include smoking, and if an employee is required to smoke, this must be:
 - (i) specified in the contract of engagement; or
 - (ii) specified at the time of engagement, in the case of employees not specifically engaged for a run of the play or particular period.
- (c) If the Employer is not aware the production may include smoking upon engaging the employee, or where the Employer wishes to introduce smoking into the production after engaging the employee, the requirement to smoke must be agreed between the parties.

21.10 Subcontracts

- (a) If an employee is engaged by a contractor or other person, to perform work as directed by the Employer, the Employer and the employee will have the same rights and obligations to each other as set out in this Agreement.
- (b) The Employer must not permit any of the work to be done by employees under their control through a contractor or other person, unless the employee is engaged under the terms and conditions of this Agreement as if the contractor or other person were themselves a party to, and bound by, this Agreement.
- (c) The Employer must not enter into a contract for any work covered by this Agreement unless the contract contains a clause binding the contractor to provide the rate of pay and conditions of employment to the employees set out in this Agreement.

22. AUDITIONS

22.1 The engagement will not commence until after an audition or auditions, if auditions are desired by the Employer, and only when it is decided by the Employer/Producer.

22.2 Payment for more than three auditions

Auditions will not be paid, unless the number of auditions requested by the Employer exceeds 3 within a 28 day period. If the 4th or further auditions occur on separate days, they will each be paid:

- (a) at the casual rate set out in **Schedule 1, Table C**;
- (b) for a minimum of 2 hours.

22.3 Interstate travel for more than three auditions

If interstate travel is required to attend any audition that is in excess of 3 that occur on a separate day, any travel and transfers to and from airports must be provided by or paid by the Employer.

22.4 For the purpose of clauses 22.2 and 22.3, a self-tape (other than unsolicited self-tapes) and online auditions count as the first audition.

22.5 The Audition Guidelines set out in **Schedule 2** form part of this Agreement.

23. TERMINATION OF EMPLOYMENT

23.1 Ongoing Weekly

The following terms apply to ongoing employees who are not specifically engaged for a run of play, a particular period or as a casual:

- (a) employment can be terminated by an employee or employer by providing a minimum of 2 weeks' notice, unless a longer period of notice is required by the Act;
- (b) the notice must be in writing;
- (c) notice can be given at any time during the week, and pro rata payment can be made up to the end of the notice period;
- (d) payment may be made in lieu of notice

23.2 Run of the play or plays

For an employee engaged, in writing, for a run of the play or plays, the Employer must give the following notice in writing for the conclusion of the tour, season or run:

- (a) not less than 3 weeks' notice; or
- (b) not less than 2 weeks' notice in a case where the tour, season or run has occupied 5 weeks or less at the time of the giving of the notice.

23.3 14 months' consecutive employment

The engagement may be terminated by either party giving 4 weeks' notice of termination to the other party or such longer period as may be required by the Act if:

- (a) the employee has been engaged for a run of play or plays; and
- (b) the employee has been employed for a consecutive period of 14 months from the date of the employee's opening performance on their first contract associated with the production; and
- (c) the notice is provided in writing; and
- (d) the notice must not be given so that termination of employment takes effect while the company in which the employee is performing is in New Zealand, Tasmania, Perth, or Newcastle or is in direct transit between any of those places.

23.4 Fail to produce or present production

If the Employer fails to produce or present the production the following will apply:

- (a) if the employee is definitely engaged or the run of play or plays is for 4 weeks' or more, the employer will pay the employee 4 weeks' pay, in satisfaction of claims (other than for travel) at the Total Negotiated Rate;
- (b) if the employee is definitely engaged or if the run of play or plays is less than 4 weeks', the employer will pay the employee the equivalent to the wages for that period of engagement in satisfaction of claims (other than for travel), at the Total Negotiated Rate;
- (c) Clauses 23.4(a) and 23.4(b) above will not apply to an employee who has been definitely engaged for a production which cannot be produced or presented due to a closure of the venue in which the performance was to take place or a restriction on the number of people gathering in a place of live entertainment, as a direct result of a government or health authority directive. In these circumstances an employee will be entitled to 2 weeks payment at the applicable minimum weekly rate for such classification.

23.5 Employee no longer required for specific part

Should the Employer deem it necessary or desirable that the employee should not play the part for which they were engaged, the Employer may during the rehearsal period or within 2 weeks from the date on which the employee has first played that part, either:

- (a) give the employee 3 weeks' notice in writing terminating their engagement and replace the employee in that part within 3 weeks from the date on which notice is given, or
- (b) where possible, employ them in an alternative role.

If the Employer does not give notice in accordance with clause 23.5(a) above, the Employer can not preclude the employee from playing the part on that basis.

23.6 Employee early release for Pressing Domestic Necessity

- (a) An employee specifically engaged for the run of the play or run of the plays may be released from their employment for reason of '*pressing and domestic necessity.*'
- (b) For the purpose of this clause 23.6, pressing and domestic necessity means, an issue unrelated to an employee's employment that has forced them to resign and is limited to:
 - (i) an employee taking on permanent responsibilities as primary care giver of a child; or
 - (ii) an employee taking care of an immediate family member suffering a long term or terminal illness.
- (c) An employees request for release for pressing and domestic necessity must be raised through the consultation mechanism set out in clause 12 – Consultation – Workplace Matters (non-dispute).
- (d) The Employer can request the following evidence about the reason for early release for a pressing and domestic necessity:
 - (i) a letter from an immediate family member's treating practitioner setting out the nature of the family member's illness and the care required;
 - (ii) a statutory declaration;
 - (iii) a medical certificate.
- (e) For the purposes of this clause 23.6, pressing and domestic necessity does not include early release from the engagement to take any other form of employment, whether in the live performance industry or any other industry, whether or not that employment provides a greater monetary benefit or career opportunity or advancement to the employee.
- (f) If early release for the reason of pressing and domestic necessity is granted by the Employer, the Employer will work with the employee to mutually agree on a departure date. The employee will be responsible for their own fare.

23.7 Employee request for termination of employment – injury, illness or disability

- (a) In circumstances where an employee is engaged for the run of the play or run of the plays, and is experiencing illness, injury or disability that causes them to be unable to perform the inherent requirements of their role, the employee can request that their employment be terminated on the basis of their illness, injury or disability.
- (b) When an employee makes such a request, the Employer must reasonably consider the employee's request.

- (c) To assist in considering the request, the Employer may direct an employee to attend an Independent Medical Examination (**IME**) with an independent medical practitioner to ascertain the employee's fitness and capacity to perform the inherent requirements of their role:
 - (i) the medical practitioner may be chosen by the Employer, with qualifications and experience relevant to the employee's injury, illness or disability; and
 - (ii) the employee and Employer may submit their own questions to the IME for them to consider in writing a report regarding the employee's fitness; and
 - (iii) the Employer and employee can submit their own documents (including medical documents) for the IME to consider in writing their report; and
 - (iv) the employee must give the Employer a copy of any medical report created as a result of the IME; and
 - (v) the Employer will be responsible for the cost of any medical report.
- (d) If the Employer approves the employee's request to end the employment, the Employer and employee will work together to mutually agree to a departure date for the employee.
- (e) If the employee is on tour and away from their usual place of residence at the time they are declared unfit to perform the inherent requirements of their role, the Employer will be responsible for arranging their transport back to their place of residence.

23.8 Work performed after termination of employment

If any work is done by an employee for the Employer after the expiration of the notice period under sub clauses 23.2, 23.3 or 23.5 above, or after the expiration of a particular period in accordance with sub clause 23.5 above, other than under a separate weekly or run of the play engagement or an engagement for a particular period, it will be paid for the casual rates or at 1/6th of their negotiated rate (per performance) plus the applicable casual loading, whichever is the greater.

23.9 Return to place of residence after termination of employment

- (a) At the conclusion of the run of the play or plays or the particular period for which the employee was engaged they will be returned to their place of residence. Unless otherwise agreed the employment will end when the employee arrives at their place of residence.
- (b) If the employee terminates their employment during the course of a run of the play or particular period for which they have been specifically engaged, the employee will be responsible for their own return fare unless terminating the employment is justified by and is directly attributable to a breach of this Agreement or of the contract of employment by the Employer, in which case the fare will be paid by the Employer.

23.10 Serious Misconduct

- (a) Nothing in this Agreement affects the right of the Employer to dismiss an employee without notice, whether on tour or away from the place of employment or not, for malingering, neglect of duty or misconduct.
- (b) In the case of such dismissal, wages will be paid for the employment up to the time of dismissal.
- (c) If the employee dismissed in accordance with this clause 23.10, is away from their place of residence, the Employer must:
 - (i) provide or pay for any transport for the employee back to their place of residence; and
 - (ii) ensure that the employee is provided with transport back to the place of their residence as soon as possible.

24. STAND DOWN

24.1 Notwithstanding anything else in this Agreement, an Employer may stand down an employee without pay, for any day or part day where an employee cannot be usefully employed because of:

- (a)** industrial action (other than industrial action organised or engaged in by the Employer); or
- (b)** a breakdown of machinery or equipment, if the employer cannot reasonably be held responsible; or
- (c)** a government directive resulting in restricting the number of people gathering in a place of live entertainment or the closure of a live venue; or
- (d)** an event that is beyond the control of the employer, including fire, flood, earthquake, storm, hurricane or other natural disaster, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction or compulsion, blockage, embargo, or interruption or failure of electricity or other essential service, pandemic, epidemic or communicable disease outbreak; or
- (e)** any strike, ban on work, or any other stoppage or interference beyond the control of the Employer.

24.2 If the Employer stands down an employee the following applies:

- (a)** the Employer must notify the employee, and where the employee requests, notify MEAA, that the employee will be stood down;
- (b)** employment is treated as continuous for all entitlement purposes, other than payment of wages;
- (c)** if the employee requests, on the day of the stand down or as soon as practicable after they are stood down, the Employer must pay:
 - (i)** all wages, due and payable to the employee under their contract of employment as at the date on which the employee is stood down; and
 - (ii)** any accrued annual leave, as if the employment of the employee was terminated on the date they were stood down.
- (d)** if the Employer or employee requests, the annual leave payment may be limited to a period of annual leave which is the same length as the period for which the employee is stood down.

24.3 An employee who is stood down can take other employment during the stand down period. On obtaining other employment the employee must advise the Employer immediately of their commitment. Any dispute about the employee taking other employment will be settled by the process set out in clause 15 – Dispute Resolution.

24.4 An Employer must not deduct payment for any day prescribed by the Agreement as a public holiday which occurs during the period of stand down, unless the employee is entitled to payment for the public holiday in other employment. An employer may require an employee claiming payment for a public holiday to provide evidence such as a statutory declaration setting out details of any other employment during this period and the remuneration.

25. LAY-OFF

25.1 The Employer has the right to lay-off an employee:

- (a) at the Total Negotiated Weekly Rate of pay set out in clause 4(1) of the employee's Standard Contract (Rehearsal Rate);
- (b) where the employee is engaged is for a period of at least 23 weeks of continuous employment at the employees negotiated rate (casual employment prior to commencement is not included in the 23 weeks);
- (c) for 3 weeks in each period of employment of 26 weeks (pro rata for any period less than 26 weeks) as set out in **Schedule A – Table F**.

25.2 The use of lay-off is subject to the following terms:

- (a) lay-off time allowable under this clause will only be applied on movement of a production from one theatre to another, except by mutual agreement between the Employer and the employee;
- (b) lay-off time can be applied from commencement of employment subject to clause 25.2(c);
- (c) if an employee's employment is terminated by the Employer before the employee has completed 26 weeks' of employment, the Employer must ensure that any period of lay-off already taken is paid at their Total Negotiated Weekly Rate at clause 4(2) of the employee's Standard Contract, and pay any difference to the employee as part of their final pay;
- (d) lay-off time allowable under this clause may be accumulated to a total of 3 weeks;
- (e) during the last 2 days of lay-off, or at any mutually agreed time, an employee can be called upon to attend rehearsal, publicity and/or marketing calls.

26. BROKEN WEEKS AND TRANSFER WEEKS

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

(a) **Broken weeks**

- (i) Rehearsal days at the beginning of the engagements: 1/6th of Rehearsal Rate (Total Negotiated Weekly Rate set out in clause 4(1) of the employees' Standard Contract);
- (ii) Performance days at the end of the engagement: 1/8th of Performance Rate (Total Negotiated Weekly Rate set out in clause 4(2) of the employees' Standard Contract).

(b) **Split Weeks**

In the week of the first public performance in each city where there is a combination of performance and non-performance days (and lay-off is not applicable) payment will be made on the following basis:

- (i) Non-performing days: 1/6th of the Rehearsal Rate (Total Negotiated Weekly Rate set out in clause 4(1) of the employees' Standard Contract);
- (ii) Performance Days: 1/8th of the Performance Rate (Total Negotiated Weekly Rate set out in clause 4(2) of the employee's Standard Contract) for each performance.

PART 4 – WAGES AND RELATED MATTERS

27. CLASSIFICATIONS AND WAGES

27.1 Minimum rates of pay are set out in **Schedule 1, Table A.**

27.2 Performer Classifications

Performer Category 1	
(a) Performer Grade One	<p>A performer with less than 3 years' professional experience in the entertainment industry who is employed in theatrical productions performing as directed to an existing script or score choreography and who is required to exercise their artistic skills to a professional standard as required. An employee at this level will have appropriate qualifications or be able to show they possess skills of an equivalent standard.</p> <p>Indicative Tasks: acting, singing; dancing; skating; aquatic performing; understudying; and any other type of performing.</p>
(b) Performer Grade Two	<p>A performer with more than 3 years' professional experience in the entertainment industry provided that the performer's theatrical engagements over the 3 year period amount to 18 weeks employment or an equivalent amount of paid work as a performer, who is employed in theatrical productions and performs the same duties as set out above but at a standard above and beyond that of a Performer Grade One.</p>
(c) Principal - Opera	<p>A performer who is employed to undertake lead roles in opera and operetta.</p>
(d) Supernumerary	<p>A person appearing only incidentally or in background, or participating only in a crowd or background speech or noise, and who does not speak or sing or dance or perform individually as directed.</p>
Performer Category 2	
	<p>A performer who is employed as an act or part of an act in theatrical/live entertainment performances and who is responsible for the primary development of the work to be performed.</p> <p>Indicative Tasks: As per category 1; and tasks relating to the development of the work to be performed, such as but not limited to, developing the script and concept for the performance; selecting the music; and generally determining the content; and presentation of the performance.</p>

27.3 Understudies

Understudy allowances are set out at Schedule 1, Table D.

27.4 Understudy rehearsals

- (a)** Where a performer is directed to attend a performance or rehearsal for the purpose of retaining the role/s they understudy, the time spent will be counted as time worked.
- (b)** Where a performer is directed by the Employer to attend a rehearsal the performer will be paid for their time rehearsing the production.

- (c) Where possible, the Employer will schedule rehearsal time for the understudy. This may be with the director, associate, assistant director or resident director, resident choreographer, dance captain, musical director, stage manager or other relevant technical director/operator or dramaturg.
- (d) The performer will be paid for their time spent rehearsing the production where the rehearsal takes place independently, at the direction of the employer, but outside the scheduled rehearsal time with a director, assistant director or resident director.
- (e) The employer will take all reasonable steps to provide support to the performer to rehearse and learn the plots/roles, including the provision of rehearsal space, access to dramaturgical material and wellbeing support.
- (f) The Employer will take all reasonable steps to ensure that the understudy is appropriately rehearsed and teched in for each plot they are engaged.

27.5 Understudy Definitions

(a) Star Role

is a role where the salary of the employee is more than upper salary limit figure defined in clause 9 - Definitions and **Schedule 1, Table A.**

(b) Leading role

is a role where the negotiated rate of pay of the employee concerned is more than double the performer Grade 1 rate prescribed in Schedule 1 but is less than the upper salary limit figure defined in clause 9 - Definitions and **Schedule 1, Table A.**

(c) Supporting role

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

(d) Minor Supporting Role

is where the employee is required to speak by themselves between 21 and 40 words or to sing solo between 21- 40 bars of music in the aggregate, or to dance solo between 21 - 40 bars of music in the aggregate.

(e) Featured Ensemble Plot

is where the employee is required to speak by themselves from 1 to 20 words or sing by themselves or dance solo for at least 1 to 20 bars of music in the aggregate, or to perform any acrobatic moves.

(f) Ensemble Plot

is where the employee is not required to speak any words by themselves at all nor sing solo, nor dance solo, nor play any bars of music nor perform any acrobatic moves.

(g) Acrobatic moves

means trapeze, backflips, handsprings, corde lisse, cloud swing, cradle, silks, aerial hoop and wire walking, but do not include a cartwheel, handstand or front roll, and does not apply to acrobatic/circus productions or productions performed by acrobatic/circus companies.

27.6 Swings

(a) Onstage Swing performer

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

(b) Offstage Swing performer

is an employee who is engaged to understudy multiple ensemble roles and/or featured ensemble role in a production and who does not normally appear costumed on stage before an audience during the performance. Agreement may be reached between the employee and the Employer that the employee can appear costumed on stage during the performance for up to 3 musical numbers. Such appearances will not exceed 15 minutes duration within a performance except in exceptional circumstances.

- (c)** The Employer will take all reasonable steps to ensure that the swing is appropriately rehearsed and teched in for each plot for which they are engaged.
- (d)** Where a swing is directed by the Employer to attend a performance or rehearsal for the purpose of retaining the role/s they cover, the time spent will be counted as time worked.
- (e)** The swing will be paid for their time spent rehearsing the production where the rehearsal takes place independently, at the direction of the Employer, but outside of scheduled rehearsal time with a director, assistant director or resident director.

27.7 Child Performers - Wages

Minimum rates of pay for child performers are set out in **Schedule 1, Tables A and B**

CHILD PERFORMER AGE	NOT ON TOUR	ON TOUR
14 years of age and under	45% of minimum weekly rate of the Performer Category 1, Grade 1 or Grade 2 rate as set out in Schedule 1.	Applicable adult rate.
15 years of age	55% of the minimum weekly rate of the Performer Category 1, Grade 1 or Grade 2 rate as set out in Schedule 1.	Applicable adult rate.

- (a)** The conditions for the employment for child performers set out in The Code of Practice for Children’s Employment at **Schedule 4** and apply to all engagements of child performers.

27.8 Casual Performers

(a) Performances

- (i)** Casual employees other than supernumeraries, will be paid 1/6th of the appropriate minimum rate plus an additional 25% per performance.

- (ii) Casual employees engaged as a variety Performer or as an "act" for each performance will be paid 1/5th of the applicable minimum rate plus an additional 25%.
 - (iii) The maximum length of any performance (exclusive of making up or taking off) will be 3 hours.
- (b) **Rehearsals**

For rehearsals, a casual employee will be paid as set out in **Schedule 1, Table C.**
- (c) **Casual supernumeraries**

Casual supernumeraries will be paid as set out in **of Schedule 1, Table C.**
- (d) **Cancellation**
 - (i) If the Employer cancels a casual engagement, less than 10 days prior to the date of the performance, the casual employee will be paid in full.
 - (ii) If an open air performance is postponed because of rain or other weather event, the casual employee will be paid half their negotiated rate of pay if they are re-engaged for the same production not later than 3 weeks after the date of the postponement. Otherwise the casual employee will be paid their full negotiated rate.

28. WORK RELATED ALLOWANCES

28.1 Regional Tours

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

This provision will not apply to regional tours which have received funding from Playing Australia nor to school tours.
- (b) Notwithstanding the provisions of clause 28.1, performers engaged on regional tours will be paid no less than minimum rates prescribed in **Schedule 1, Table A(2).**

28.2 Understudy allowances

- (a) **Understudy weekly allowances**
 - (i) During the performance period, an employee engaged on a weekly basis as an understudy (but not a swing or to perform their own plot) will be paid at minimum, their weekly rehearsal rate.
 - (ii) Where an employee is required by the Employer to act as understudy, they will be paid a minimum additional weekly amount for each role as set out in **Schedule 1, Table D.**
 - (iii) Where a swing performer understudies a minor supporting role or above they are considered to be an understudy for the purposes of this clause.
 - (iv) Where an employee is engaged to understudy a plot which comprises more than one role, the employee will receive one weekly allowance only for understudying all or part of that plot – that being the highest allowance applicable for the role or roles understudied.
- (b) **Understudy per performance allowance**
 - (i) If an employee is required by the Employer to perform a plot in which they are acting as understudy the employee will be paid an additional amount per performance not less than as set out in **Schedule 1, Table D.**

- (ii) An employee engaged to perform a plot which comprises of more than one role, will be paid 1 performance allowance only for performing all or part of that plot - that being the highest allowance applicable for the role or roles performed. provided that, where a swing performer is understudying a supporting or minor supporting role, the total payments to the swing performer must not exceed the total negotiated rate of pay paid to the employee whose part is being understudied.

(c) Plots

- (i) For the purposes of the clauses 28.2(a) and (b) above, “**plot**” is a role or roles for which an employee is principally engaged.
- (ii) The principal engagement does not include roles for which the employee may be engaged to understudy. The plot for which the Performer is engaged may comprise one or more roles as per the above definitions, and may comprise both star, lead, supporting, minor supporting and ensemble roles.
- (iii) The additional payments prescribed in **Schedule 1** do not apply for ongoing ensemble companies where the performers are engaged on fixed term contracts to perform in a number of different productions.

(d) Swing allowances

- (i) Onstage and offstage swing performers are entitled to a weekly ‘swing allowance’ separate to any understudy allowances set out in clause 28.2 above.
- (ii) If during the engagement period, a swing is required to increase the number of plots (not including any additional “ensemble plots”), and which were not included at the time of engagement, the employee’s allowance entitlement will be updated to reflect that change.
- (iii) For the avoidance of doubt, swing performers do not receive an allowance for covering/performing ensemble roles.

28.3 Other Allowances

(a) Assistant Stage Manager

If an employee is required by the Employer to act as an Assistant Stage Manager will be paid the amount set out in **Schedule 1, Table D**, in addition to their total negotiated weekly rate.

(b) Dance Captain

A member of the ensemble of performers who acts as dance captain or who under the direction of the Employer or the Employer's representative supervises the work of the ensemble of performers will be paid no less than the minimum amount set out in **Schedule 1, Table D**, in addition to their total negotiated weekly rate.

(c) Driver

An employee who is required to perform work as driver or a person in charge whilst on tour will be paid no less than the amount specified in **Schedule 1, Table D** in addition to their total negotiated weekly rate.

(d) Musical Instrument Upkeep

- (i) An employee who is directed by the Employer to supply one or more of their own instruments must be paid a musical instrument upkeep allowance of no less than the amount specified in **Schedule 1, Table D**, in addition to their total negotiated weekly rate.

- (ii) For the purpose of this clause 28.3(d):
 - **'percussion kit'** is one instrument which includes, drum kit, timpani, xylophone, marimba, vibraphone, glockenspiel, military drum, tambour, piccolo snare drum, tenor drum, cymbals, triangle, tambourine, maracas, castanets, woodblocks, plus associated stands and fittings, sticks and beaters;
 - where an employee provides the full percussion kit, or a substantial part of the percussion kit, they must be paid a musical instrument upkeep allowance of no less than the amount specified in **Schedule 1, Table D**.

29. WARDROBE, COSTUMES AND MAKE-UP

29.1 Wardrobe Allowances

(a) Costumes and shoes

An employee required by the Employer to provide costumes for wearing during performances will be paid for each suit, frock or costume or other article supplied by that employee with a minimum payment as set out in **Schedule 1, Table D**, plus an additional amount as specified in **of Schedule 1, Table D** for each pair of shoes provided by the Performer.

(b) Skates and socks

The Employer will provide employees skating boots and skates, socks and skate bootlaces for employees whose work includes ice skating performances. If the Employer does not provide skating boots and skates the employee will be paid the amount as specified in **Schedule 1, Table D**. This provision does not apply to performances by specialty skating Performers.

29.2 Wardrobe and make-up provided by the Employer

(a) New Shoes

- (i) The Employer will provide an employee who is required to dance, with new shoes and dance supports suitable to the physical requirements of the employee for performances.
- (ii) Any new shoes suitable to the physical requirements of the employee will be provided as soon as possible after the commencement of the engagement to ensure such shoes have been "worn in" before the first public performance.

(b) Make-up

- (i) The Employer will provide make-up for supernumeraries when they are paid less than the Performer Grade 1 minimum rate of pay.
- (ii) All other employees will provide their own standard facial make-up.
- (iii) When the Employer requires the employee to use special make-up including body make-up and/or special effects facial make-up the Employer will provide the make-up.

(c) Specific costumes and laundry

- (i) The Employer will provide all specific costumes and footwear, stockings and fleshings, wigs and accessories that are required by the Employer for performance or rehearsal.
- (ii) Costumes will be laundered and/or cleaned when provided and will be maintained in a clean and hygienic condition by the Employer.

- (iii) (For the avoidance of doubt, “costumes” are those items to be worn, or rehearsal substitutes, for those to be worn in a performance. They do not include personal rehearsal clothing or rehearsal shoes.)
- (iv) All costume and dance supports laundry made necessary by the work of the employee for the Employer will be paid for by the Employer.
- (v) The employee will not remove any costumes or other articles provided by the Employer from the theatre or workplace.

30. PAYMENT OF WAGES

- 30.1** Wages will be paid weekly or fortnightly not later than 10:00 pm on the following Wednesday for work during the preceding week or fortnight Monday to Sunday.
- 30.2** The Employer must give a pay slip to the employee within one day of the paying wages. The pay slip must include information required by regulation 3.46 of the *Fair Work Regulations 2009*, and all allowances (including where applicable the duration or period when they apply), penalty payments and tax deductions.
- 30.3** Wages will not be paid to any person other than the employee entitled to the wages or a person authorised by the employee in writing to collect wages on their behalf.
- 30.4** All wages and allowances will be paid in cash, bank cheque or electronic funds transfer unless the employee agrees, in writing, to some alternative.
- 30.5** The Employer will provide the employee with a payment summary no later than 30 days following the end of the financial year.

31. SUPERANNUATION

- 31.1** The NES and superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Change Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deal with superannuation rights and obligations of employers and employees.
- 31.2** The Employer will make superannuation contributions on behalf of the employee to Media Super unless, to comply with superannuation legislation the Employer is required to make contributions to another superannuation fund, such as a complying fund of the employee's choice or a stapled superannuation fund.
- 31.3** Employer superannuation contributions will be paid as follow:
 - (a) from 1 July 2024 to 30 June 2025 – 11.5% of the employee's Total Negotiated Rate;
 - (b) from 1 July 2025 – 12% of the employee's Total Negotiated Rate.
- 31.4** An Employer must make superannuation contributions on behalf of Employees who are younger than 18 years as if they were 18 years (excluding extras doubles and stand-ins) if the child performer:
 - (a) works for more than 30 hours in a single week; or
 - (b) is engaged on 12 week contract or longer; or
 - (c) has been employed in the entertainment industry for a minimum of 6 professional engagements; or

(d) has been employed for a minimum of 30 days.

31.5 Employers must pay superannuation contributions to employees no later than 7 days after the last pay period of the month.

32. PUBLICITY AND SPECIAL ATTENDANCE

32.1 Prior to the commencement of employment

A prospective employee may be required to attend the Employers place of business, a photographic or film studio, or other agreed location between the Employer and prospective employee for the purposes of wardrobe, fitting, publicity, still photography or any other matter connected with the Employer's business.

32.2 The Employer will pay the prospective employee:

- (a) for the time of such attendance, including travel time, at the casual rehearsal rate for a minimum payment for 2 hours as set out in **Schedule 1, Table C**; and
- (b) the cost of direct travel to any designated venue or location.

32.3 Such travel will commence at the theatre or other place of employment or at a central point in the particular city designated by the Employer.

32.4 Attendance will be within the ordinary hours of work prescribed clause 33 – Hours of work of this Agreement

32.5 Subsequent to commencement of employment

Where an Employer directs the employee to attend Employer's place of business, a photographic or film studio, or other location for the purposes of wardrobe, fitting, still photography or any other matter connected with the Employer's business such attendance will, subject to the provisions clause 33 – Hours of work of this Agreement, be without additional payment.

32.6 Use of employee image and publicity materials

- (a) The Employer will use their best endeavours to ensure that promotional materials that include the employee will not be published for any purpose other than for promotional activities.
- (b) Promotional materials that depict an employee can be used by the Employer for an unlimited time period, without employee consent for the following:
 - (i) on Employer/Company websites, official social media platforms and associated platforms for historical reference, end of year recaps, anniversaries and retrospectives;
 - (ii) at end of year recaps, anniversaries, retrospectives and at Employer/Company events;
 - (iii) for remount of the same production where the same employee is cast in the remounted production.
- (c) If the employee consents, the promotional materials can be used for 3 years after the production ends to promote future/subsequent productions for which the employee is not cast and appears in the promotional materials used, or their voice is distinguishable as a solo voice in music track. If the promotional material is used they will be paid:
 - (i) \$600 per year – by commercial and state theatre company productions; or

- (ii) \$250 per year – by not-for-profit companies.
- (d) The employee's consent must be obtained to use promotional material for any purpose where it depicts a rehearsal or an intimate scene in the production.
- (e) The Employer must not manipulate the promotional materials.
- (f) The Employer must identify to the employee the distribution territory in which the promotional materials will be used.

32.7 Employee use of image and promotional materials

- (a) Images and footage from the production must not be used by the employee, without the express written consent of the Employer.
- (b) The Employer will not unreasonably withhold consent for the employee to use promotional materials for the purposes of their show reel or portfolio.

32.8 Commercial Advertisements and Electronic Media

- (a) Where a segment of a rehearsal or a performance in which the employee is performing is filmed or otherwise recorded for publicity and marketing purposes with the intention to advertise the Production in electronic media the following provisions apply:
 - (i) If the segment is to be made up promotional materials of any kind, including paid or non-paid advertisement for the production, the employee will not receive any additional payment.
 - (ii) The Employer may transmit the advertisement in Australia to publicise the Production in the following media:
 - Television (free to air and pay);
 - Streaming services;
 - On-Demand;
 - SVOD broadcast;
 - Podcasts;
 - Social media platforms;
 - Cinema;
 - In flight;
 - Domain web site of the Employer and their Employer approved links;
 - E-cards;
 - In house, on the Employer's premises or the theatre where the Production is being or is to be performed;
 - Radio;
 - Ticketing agencies venues in house TV loop;
 - Hotels in house TV loop; and/or
 - Where the production is undertaken in a "theatre entertainment precinct" such as a casino or a performing arts centre then in house TV loop throughout that theatre entertainment precinct.

Provided that such advertisement may not be used for the promotion of a remounting of the same production, except in accordance with clause 32.6(b). A remounting of the same production does not include situations where a production is required to play a number of seasons during a tour and that the break between each season is not more than twelve months in duration.

- (b) Where the Employer exercises its rights pursuant to this clause, it may place segments of the performance or promotional materials on its web site for publicity and marketing purposes or use for promotion in-house, and in accordance with clause 32.6(b).

- (c) Where the Employer exercises its rights pursuant to this clause for web use then the Employer will use its best endeavours to prevent users making copies of the performance (other than temporary copies made in the technical course of communication). However, the Employer does not warrant that the technical means it uses will not be able to be circumvented. Subject to the obligation to use its best endeavours, the Employer will not be liable for any loss or damage in the event a person is capable of circumventing the technical means used.
- (d) If the Employer exercises its rights under this clause no specific consent is to be required from the performer/s. However, notification of when the recording is to take place is required.

32.9 News and Current affairs

- (a) If a segment is transmitted as a news item or used as a current affairs program or any other type of program content, the transmission time will not exceed 15 minutes and will only be used during the life of the production in Australia and New Zealand, except as in accordance with clause 32.6(b).
- (b) Nothing in this clause is intended to authorise the filming of a "making of" or any other stand-alone production which will be the subject of separate negotiations pursuant to clause 21.7.
- (c) The maximum time of any recording call outside the theatre will be 4 hours. All time worked in excess of 4 hours will be paid for at the employee's Overtime Rate.

32.10 Media interviews

- (a) An employee will give press, radio, podcasts, television and other interviews as reasonably required by the Employer.
- (b) An employee must not give (nor knowingly allow any other person not authorised by the Employer to give) any interviews, information or expression of opinion or material for publicity or press purposes (either verbal, documentary or illustrated) to any member of the press, radio, television, podcast, streaming service or to any other person without the written permission of the Employer.
- (c) Attendance at interviews, and reasonable travel time to and from the place of interview, if other than the place of employment, will be counted as time worked.

32.11 Billings/Credits

- (a) The employee will not be presented in any promotional material within the control of the Employer which can be reasonably described as detrimental to their professional status or reputation. If a dispute arises between the Employer and the employee in this regard the matter will be dealt with in accordance with the clause 15 – Dispute Resolution.
- (b) The Employer will ensure, where it is within their control, that all employees appearing in a performance are accurately billed and that their names, professional experience and photographs appear in the program.
- (c) The Employer will ensure, where there are 3 or less employees in a photo (except where the photo is situated in a program) the employees will be credited in such photos.
- (d) The Employer will notify the audience of any changes in the cast for named roles by way of the cast board.
- (e) If there are any changes in the cast the Employer will place a "cast board" noting the changes in the foyer of the venue for that day's performance.

- (f) Where a production is remounted and publicity material is used from a previous production the Employer will use its best endeavours to credit the previous production.
- (g) Where photographic material is reproduced in printed material (other than newspapers), the Employer will use its best endeavours to credit the production.
- (h) The Performer may include any information which is industry-relevant in their biographies, as long as it is not derogatory of the Employer or the production and within the word limit set by the Employer.

32.12 Social Media Takeovers

- (a) The Employer may request that the employee:
 - (i) takes control of the Employer's social media account/s to post content and engage with followers; or
 - (ii) use their own social media account to post content and engage with their followers in respect of the Production or other agreed matters.
- (b) Any request and social media takeover agreement must be in writing.
- (c) The employee can decline the request.
- (d) Where the Employer and employee have a written agreement that the employee takes over the Employer's social account/s all time using the social media account/s will be counted as time worked.
- (e) Where the Employer and employee have a written agreement that the employee utilises their own social media account/s any payment or time worked will be the subject of independent negotiations, separate to negotiations regarding their employment under this Agreement.

PART 5 HOURS OF WORK, BREAKS, OVERTIME, AND PENALTY RATES

33. HOURS OF WORK

33.1 Subject to clause 37.1(f) the ordinary hours of work are 38 per week, except in the following circumstances:

- (a)** rehearsals – no more than 40 hours per week;
- (b)** the week immediately prior to opening night, or first public performance in any city (including when transferring to a new city) – no more than 48 hours per week;
- (c)** one week in an 18-month period during a tour for the purpose of a major cast change - no more than 48 hours per week;

The Employer will advise the employee as soon as practicable after the commencement of rehearsals during which week/s the 48 hours will be worked.

33.2 Ordinary hours will be worked on no more than 6 days in any one week.

33.3 Ordinary hours will not exceed 8 in any one day.

33.4 Hours of work, including overtime, will not be more than 120 across any two weeks.

33.5 Ordinary hours will be worked between 9:00 am and 12:00 midnight except the following, which can commence from 7:00 am:

- (a)** publicity calls;
- (b)** travel calls (including for school tours);
- (c)** employees engaged for a Theatre for Young Audience production.

33.6 The minimum time to be credited to an employee for each whole-time performance or dress rehearsal given will be 2.5 hours (exclusive of making up, dressing and taking off make-up, etc.) from commencement of the performance to the conclusion of the performance.

33.7 Notwithstanding the provisions of clause 33.6, where an employee works in accordance with clause 35.1(b) provided that no further hours of work are undertaken by the employee the employee will be deemed to have worked 38 hours in that week. This clause is not intended to alter the operation of clause 33.1.

33.8 The minimum time to be credited to an employee for each rehearsal or any extra session such as wardrobe and photo calls, will be 2 hours provided that where extra calls are held either immediately before or after a rehearsal or performance call, they will only be counted as time worked.

34. ORGANISATION OF WORK

34.1 The provisions of this clause, and clause 36 – Meals and allowances, will apply except where alternative arrangements are agreed between the Employer, and a majority of the cast involved.

34.2 An employee will be given a break of 11 clear hours between finishing one day's work and starting another. Except that the 11 hour break may be reduced to 10 hours once per week for:

- (a)** publicity calls; or
- (b)** travel by air only.

- 34.3** Hours worked will be the following (excluding breaks under clause 36):
- (a) the actual hours of work from the beginning of a call, rehearsal or performance to its conclusion with a minimum as prescribed in clause 33;
 - (b) for employees engaged weekly, performances and dress rehearsals, 30 minutes (unless the Employer requires earlier attendance) prior to a performance or dress rehearsal for dressing or making-up;
 - (c) 15 minutes at the conclusion of a performance or dress rehearsal for undressing.
- 34.4** On a day on which no performance is worked, the hours worked will be continuous except for breaks prescribed by clause 36.
- 34.5** Within the ordinary daily hours of work employees may be required to undertake:
- (a) vocal and physical warm up immediately prior to a performance or dress rehearsal sufficient to minimise injury; and
 - (b) classes and/or notes reasonably required to be completed by the Employer.
- 34.6** A rehearsal cannot be held on a day when more than 1 substantially whole-time performance is given, except in the case of an emergency and with the agreement of the cast.
- 34.7** Rehearsals for supernumeraries may be called at any time mutually agreed between the Employer and the employee. The rehearsals will not exceed 3 hours' duration.
- 34.8 Weekend Performances – whole-time productions (more than 60 minutes)**
- Where an employee has worked 2 whole-time performances on a Saturday and 2 performances on a Sunday in the same weekend, either:
- (a) non-performance work cannot be rostered until after 1:00 pm on the following Tuesday and a performance cannot be rostered on the following Monday or Tuesday; or
 - (b) A performance cannot be rostered on the following Monday and non-performance or performance work cannot be rostered until after 5:00 pm on the Tuesday following the Sunday performances.
- 34.9 Rosters**
- An employee will be given at least 24 hours' notice of any change in their rehearsal and/or performance scheduled hours except during the 7 day period prior to the opening performance in which case 12 hours' notice will be given.

35. NUMBER OF PERFORMANCES

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

Production type	Performance length	Maximum number of performances per week
(a) Whole-time production or pantomime	more than 60 minutes	8 (9 per cl 35.3)
(b) Short Performances	60 minutes or less	12
Special Performance length for TYA only		
(c) 1 Performer whole-time production	more than 60 minutes	8 (9 per cl 35.3)
(d) More than 1 Performer	61 to 75 minutes	10
(e) Short performances	46 to 60 minutes	12
(f) Performance Shift	2 shows x 45 minutes	14
(g) Performance shift	3 shows x 30 minutes	21
(h) Performance shift	4 shows x 20 minutes	28

35.2 A performance shift counts as 1 performance for the purpose of clause 35.1 number of performances.

35.3 On up to 6 occasions, in a 12-month period, 9 whole-time performances may be scheduled in one week if:

- (a)** a full day off occurs directly after the 9th performance; and
- (b)** any rehearsal that occurs in the 9-show week must be unscheduled and to facilitate a cast, tech and/or crew change, or for a work health safety purpose; and
- (c)** ensemble members, swings or covers may perform a maximum of 17 performances in a fortnight, unless the ensemble member, swing or cover agrees to perform 18 performances in a fortnight. If the 18th performance is agreed to by the employee, the employee will be paid in accordance with 34.3(a); and
- (d)** the Employer will give employees and MEAA:
 - (i)** at least 3 weeks' notice of any 9-show weeks; or
 - (ii)** in circumstances where a 9-show week is scheduled and 3 weeks' notice cannot be given, Employers will give employees and MEAA notice as soon as the show is scheduled.

35.4 Where additional performances are part of the ordinary hours of work the following applies:

- (a)** for additional substantially whole-time production performances (excepting pantomimes), the employee will be paid 1/8th of their overtime rate for each additional performance exceeding 8;

- (b) for additional performances of pantomime exceeding 8 but not exceeding 12, the employee will be paid an additional 1/8th of their overtime rate for the 9th performance and an additional 1/16th of their overtime rate for each performance in excess of 9;
- (c) for performances up to 1 hour, an additional payment of 1/10th of their overtime rate for each performance exceeding 12.

35.5 If an employee is engaged by the week to appear in 2 or more different contemporaneous productions for the same Employer, each production will be deemed to be a separate week's engagement for the purpose of calculating the number of performances. This does not apply when one of the productions is a pantomime in which case the employee will be paid 1/8th of their overtime rate additional for each performance exceeding 8 in a week.

36. MEALS AND ALLOWANCES

36.1 No employee will be required to work for more than 4 hours without a substantial break for a meal, recuperation and/or refreshment. This may be extended to 5 hours:

- (a) when the length of production prevents the practicality of a break at 4 hours; or
- (b) during rehearsal including technical rehearsals to assist with the conclusion of the rehearsal of a particular scene, number, dance routine etc; or
- (c) with the agreement of the majority of the cast.

36.2 A break as prescribed in clause 36.1 will be of a minimum of 1 hour if taken before 4:00 pm, or 1.5 hours if taken after 4:00 pm. The length of the break can be reduced to 1 hour with the agreement of the majority of the cast. Such breaks will be unpaid.

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

36.4 There will be a break of not less than 45 minutes clear of dressing, undressing, making-up or taking off make-up between:

- (a) the conclusion of one whole-time performance and commencement of another whole-time performance on the same day; and
- (b) the conclusion of one performance shift of more than 60 minutes and commencement of another performance shift on the same day.

36.5 There will be a break of not less than 30 minutes clear of dressing, undressing, making-up or taking off make-up between:

- (a) the conclusion of one short performance and commencement of another short performance on the same day; and
- (b) the conclusion of one performance shift of 60 minutes or less and the commencement another performance shift on the same day.

36.6 If there is a break of less than 2 hours between the conclusion of one whole-time performance, or one performance shift of more than 60 minutes and the beginning of the next performance of the same length, the Employer will:

- (a) provide the employee with a satisfactory meal; or
- (b) pay the employee the amount set out in **Schedule 1, Table E**, and
- (c) provide tea and coffee.

- 36.7** There will be a clear break from the end of a full rehearsal of a whole-time performance and the start of another full rehearsal for a whole-time performance of 1.5 hours. The length of the break may be reduced to 1 hour by mutual agreement between the employer and the majority of the employees.

37. OVERTIME

37.1 Engaged by the week or for a longer period

- (a)** All time worked in excess of 8 hours on any one day will be paid for at time and a half for the first 2 hours and double time after that, calculated on the employees' hourly Overtime Rate (as defined at clause 9).
- (b)** All time worked in excess of 38 hours in any one week, other than as per clauses 33.1(a) and 33.1(b), will be paid at time and a half for the first two hours and double time after that, calculated on the employee's Overtime Rate.
- (c)** For any work up to 8 hours on the 7th day in a week (Monday to Sunday) (as nominated by the Employer) the employee will be paid an additional 1/3rd of the employee's Overtime Rate.
- (d)** Overtime will not be paid twice for the same time worked. However, if more than 8 hours are worked on the 7th day, the employee will be paid at double the employee's Overtime Rate for all additional hours over 8.
- (e)** Where an employee is paid for an extra performance or performances under clause 35, the hours paid for in relation to such extra performance or performances will not be taken into account in calculating the weekly total of hours for the purposes of clause 37.1(b).
- (f)** All hours worked in excess of 38 in a week as per clauses 33.1(a) and 33.1(b) must be displayed on the employee's pay slip as a negative balance. Where less than 38 hours are worked in a subsequent week the difference in hours will be added to the negative balance until the balance is zero. If at the completion of the engagement or the completion of 12 months from the first date of engagement (whichever is earlier) the balance has not reached zero, the employee will be paid at time and a half for the outstanding hours.

37.2 Engaged casually other than supernumeraries

- (a)** If a call is longer than 3 hours or if an employee is detained for work during an engagement for more than 3 hours (excluding making-up and/or taking off time) the employee will be paid 1/6th of the appropriate casual call rate for each half hour or part thereof in excess of the 3 hours that the employee is detained by the Employer.
- (b)** An employee required to work after 12:00 midnight or who is detained for work or any other reason after 12:00 midnight by the Employer, will be paid at the rate of 1/12th of the appropriate casual call rate for each 1/2 hour or part thereof after 12:00 midnight that the employee is required to work or is detained. This will be paid in addition to any other payments for overtime, etc. and the ordinary payment applicable to such employee.

37.3 General – applicable to weekly or casual engagements

- (a)** Where any of the intervals or breaks due to an employee are curtailed or extended beyond the hours specified, they will be paid overtime at the rate of time and a half for each 15 minutes or part thereof of that the break or interval is curtailed or extended. This will be calculated on the employees' Overtime Rate.

- (b) If an employee is detained at work until it is too late to travel home safely by the last train, tram, bus or other public transport, or in any case after 11:30pm, the Employer will provide proper transport to their home.
- (c) In any instance where an employee raises concerns about getting home safely after work, whether due to finish time or location or both, the Employer will work with the employee(s) to address these concerns.

38. SUNDAYS AND PUBLIC HOLIDAYS

38.1 SUNDAYS – Employees engaged by the week or for a longer period:

- (a) Where the employee's contract of employment prescribes that the employee attend 1 call on a Sunday the employee is entitled to be paid the minimum rate of pay set out in **Schedule 1, Table B(1) (Table B(2) for a Regional Tour)**. The employee must have one complete day off in that week.
- (b) Where the employee's contract of employment does not require the employee to perform work on a Sunday, and the employee is then required to perform one performance on a Sunday, the employee will be entitled to be paid an additional amount as set out in **Schedule 1, Table B(3) (Table B(4) in the case of a Regional Tour)**. The employee must have one complete day off in that week.
- (c) The Employer may request that an employee travel on a Sunday or any other day on which the employee would usually be rostered off work. If the employee agrees they will, unless paid according to the provisions of this clause for work on that day, be entitled to be paid an additional 1/12th of their total negotiated weekly wage.
- (d) The Employer acknowledges the need for employees to have days where they are rostered off work. However, the employee will not unreasonably withhold their consent to travel on a Sunday or day where they would usually be rostered off work.
- (e) An employee required to work a second performance on a Sunday will be paid an additional as set out in **Schedule 1, Table B**.
- (f) An Employer may request the employee to undertake non- performance work on a Sunday. The employee will be credited 2 hours for each hour worked for employees Hours of Work pursuant to clause 33 but only one hour for the purposes of clause 37.1(f).
- (g) Where an Employer requests the employee to undertake non-performance work on a day where 2 performances are performed, the additional hours will be paid at the employee's Overtime Rate.

38.2 Prescribed public holidays

An employee is entitled to public holidays without loss of pay on the following days or if required to work will be paid in accordance with clause 38.6:

- (a) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, King's Birthday (on the day in which it is celebrated in a State or territory or a region of a State or Territory) Christmas Day and Boxing Day;
- (b) any other day, or part-day declared or prescribed in any State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday.

38.3 Christmas Day falling on a Saturday or Sunday

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

38.4 Boxing Day falling on a Saturday or Sunday

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

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

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

38.6 Payment for work on a public holiday

- (a) For work on Good Friday and Christmas Day or on any day substituted for any of those holidays, the employee is entitled to payment of 1/4 of their total negotiated weekly wage in addition to their total negotiated weekly wage for that week.
- (b) For work on other public holidays, the employee is entitled to payment of 1/6th of their total negotiated weekly wage in addition to their total negotiated weekly wage for that week.
- (c) If work is not performed on a public holiday, that day will be counted for the purposes of the clause 35 - Number of Performances and all other purposes under this Agreement as a day where one of the 8, 10 or two of the 12 performances per week occurred.
- (d) If an employee is required to travel on a public holiday or any other day on which the Employee would otherwise be rostered off work, they will, unless paid according to the provisions of this clause for work on that day, be entitled to be paid 1/12th of the employee's total negotiated weekly wage in addition to the employee's total negotiated weekly wage for the week.

38.7 Public holiday on Rostered day off

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

38.8 Payment for Employees engaged casually – Sundays and public holidays

A casual employee will be paid for work on Sundays or public holidays as follows:

- (a) for a performance – double the prescribed minimum rate per performance;
- (b) for a rehearsal – double the prescribed casual hourly rehearsal rate with a minimum payment for 4 consecutive hours.

PART 6 – LEAVE

39. ANNUAL LEAVE

39.1 An employee engaged by the week is entitled to 4 weeks' annual leave for each year of service.

39.2 Annual leave will be paid at the Total Negotiated Rate, before the employee starts the period of leave.

39.3 Annual leave accrues progressively during a year of service from the first day of employment of rehearsals and accumulates from year to year.

39.4 Where a public holiday falls within a period where the employee takes annual leave, an additional day for each public holiday will be added to the period of leave.

39.5 Employer direction to take annual leave

- (a)** Subject to clause 39.5(b), where a production is transferring from one city to another, the Employer may direct the employee to take annual leave provided the following criteria are met:
- (i)** the Employer has notified MEAA of its intention to use this clause in the first instance;
 - (ii)** the employee has completed 6 months of employment but has not yet completed 12 months of employment;
 - (iii)** the employee is given 8 weeks' notice;
 - (iv)** there is a minimum break between cities of 10 days free of all work including travel;
 - (v)** a maximum of 1 week of an employee's annual leave may be used, with the balance being made up of layoff;
 - (vi)** the Employer will provide air (economy) travel to the employee's place of residence and to the city that the production is transferring to;
 - (vii)** the Employer will provide the employee with 6 weeks of employment following the employee's return to work from annual leave taken under this clause. Should a production close before 6 weeks, the Employer will re-credit the Employee with any annual leave taken under this clause;
 - (viii)** this right may only be exercised by the Employer once within the first 12 months of employment.
- (b)** When an employee has completed 12 months of employment, the Employer may direct the employee to take annual leave at any time determined by the Employer. The Employer will give as much notice as is practicable and not less than 3 weeks' notice to the employee. An employee sent on annual leave by the Employer cannot be recalled for duty except by mutual agreement between the Employer and Employee.
- (c)** An employee once sent on annual leave cannot be required to undertake any preparatory work for the future season.
- (d)** Unless mutually agreed between the Employer and employee, annual leave will not be taken while the employee is away from their place of residence.
- (e)** If annual leave is taken by the employee while they are on tour, the Employer will provide air (economy) travel to their place of residence. The travelling time be outside the employee's period of leave.
- (f)** Annual leave may, by mutual agreement, be taken in 2 separate periods. No period

of annual leave will be less than one week.

39.6 Employee requests for annual leave

- (a)** The Employer will consider requests by employees to take annual leave in a timely and reasonable fashion and consent will not be unreasonably withheld.
- (b)** A sufficient number of employees must be available for the production to be presented as scheduled and to cover contingencies where employees are unavailable due to illness or injury. It will be reasonable for an Employer to refuse such a request in circumstances including, but not limited to, the following:
 - (i)** the employee's cover has been granted annual leave during the relevant period;
 - (ii)** the performer who the employee covers has been granted annual leave during the relevant period;
 - (iii)** a number of other employees have been granted annual leave during the relevant period.

39.7 Annual Leave in Advance

An Employer and employee may agree to the employee taking a paid period of annual leave before the employee has accrued an entitlement to annual leave.

39.8 Annual leave during a shut down period

The Employer may shut down a production for up to 2 weeks during/over the Christmas/New Year period/season. Employees may take annual leave during a Christmas season shut down and will be granted annual leave to cover the period (exclusive of public holidays).

39.9 Payment for annual leave when employment ends

- (a)** If the employment period on termination the Employer shall pay the employee their accrued but untaken annual leave, calculated at a rate equal to 1/12th of the employee's Total Negotiated Rate of the period of their employment.
- (b)** If, when the employment of an employee ends, the employee has not accrued an entitlement to a period of paid annual leave already taken in advance, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

39.10 Annual leave Loading

- (a)** Annual leave loading is payable after an employee has completed a continuous period of service of 12 months.
- (b)** Where annual leave loading is payable:
 - (i)** it is paid before the start of an employee's annual leave; and
 - (ii)** the employer must pay the employee their Total Negotiated Rate plus a loading of 17.5% of the employee's Total Negotiated Rate for the period of the annual leave.
- (a)** The loading is not payable to an employee who takes annual leave wholly or partly in advance; provided that, if the employee's employment continues until the day when they would become entitled to the annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated by applying the Total Negotiated Rate at the time leave was taken.
- (b)** Where an employee's engagement terminates prior to the completion of 12 months continuous employment and the employee receives payment of accrued annual leave, no loading is payable on that leave.

40. PERSONAL/CARER'S LEAVE

40.1 An employee engaged by the week may take paid personal/carer's leave, if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness, injury or unexpected emergency affecting the member.

40.2 The employee will, where practicable and as soon as possible, (which may be after the start of the leave) notify the Employer of their inability to attend work and as far as practicable, state the nature of the injury or illness and the estimated duration of their absence.

40.3 The provisions of the Act in relation to satisfactory evidence apply.

40.4 Amount and Accrual of leave

- (a) **Commercial Companies and State Theatre Companies where a period of employment is greater than 12 weeks:**
 - (i) the employee is entitled to 10 days of personal/carer's leave on commencement of employment; and
 - (ii) will progressively accrue a further 10 days of leave over the first, and subsequent 12 months of their employment.
- (b) **Subsidised and not-for-profit Companies and any other production that is less than 12 weeks, including rehearsals:**
 - (i) the employee is entitled to 5 days of personal/carer's leave on commencement of employment; and
 - (ii) will accrue a further 10 days progressively over the first and subsequent 12 months of their employment.

41. WORKERS COMPENSATION

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

42. INJURY/ACCIDENT PAY

42.1 All employees covered by this Agreement are entitled to be paid accident or injury pay in accordance with this sub clause.

- (a) "**Accident Pay**" means a weekly payment of an amount being the difference between the weekly amount of Workers Compensation paid to an employee under relevant workers compensation legislation and the wage to which the employee was entitled at the date of their injury.
- (b) The Employer will pay the employee Accident Pay where the employee receives an injury for which workers compensation is payable by or on behalf of the Employer under the relevant workers compensation legislation.
- (c) The Employer will pay, or cause to be paid, accident pay during the incapacity of the employee within the meaning of the relevant workers compensation legislation until the employee's incapacity ceases or until 26 weeks from the date of injury, whichever occurs first.
- (d) The termination of the employee's employment for any reason during the period of any incapacity will not affect the liability of the Employer to pay Accident Pay.

- (e) An employee will not be entitled to any payment under this clause in for any period of paid annual leave, long service leave, or any paid public holiday.
- (f) If an employee receives a lump sum in redemption of weekly payments under the relevant workers compensation legislation, the liability of the Employer to pay Accident Pay ceases from the date of such redemption.
- (g) If the employee recovers damages from the Employer or from a third party in respect of the injury independently of the relevant Workers Compensation legislation, they must repay their Employer the amount of Accident Pay which the Employer has paid under this sub clause and the Employer will not be entitled to any further Accident Pay.

43. ATTENDANCE AT HOSPITAL OR MEDICAL TREATMENT

43.1 Notwithstanding anything contained in sub clause 40.1, an employee suffering injury through an accident arising in and out of the course of their employment requiring their attendance for treatment of the injury during working hours:

- (a) will not suffer any loss of pay for that time; and
- (b) will be reimbursed by the Employer, on provision of receipts/tax invoices, in the next pay period for all expenses (i.e. expenses not already covered and claimed by the employees own medical insurance or Workers Compensation entitlement) incurred in connection with the attendance. Nothing in this clause requires the employee to:
 - (i) take out or continue private medical insurance; or
 - (ii) claim an expense arising as a result of a work related injury on such medical insurance.

43.2 For the purpose of sub clause 43.1 above, attendance for treatment may be attendance for treatment by a person recognised for the purposes of the appropriate State Workers Compensation or other similar legislation.

44. COMPASSIONATE LEAVE

44.1 An employee is entitled to 3 days of compassionate leave for each occasion (permissible occasion) when:

- (a) a member of the employee's immediate family, or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to their life; or
 - (ii) sustains a personal injury that poses a serious threat to their life; or
 - (iii) dies; or
- (b) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- (c) the employee, or the employee's spouse or de facto partner, has a miscarriage.

44.2 An employee may take compassionate leave for a permissible occasion if the leave is taken:

- (a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in clause 44.1(a); or
- (b) after the death of the member of the employee's immediate family or household, or the stillbirth of the child referred to in clause 44.1; or
- (c) after the employee, or the employee's spouse or de facto partner, has had the miscarriage referred to in clause 44.1(c).

- 44.3** An employee may take compassionate leave for a permissible occasion as:
- (a) a single continuous 3 day period; or
 - (b) 3 separate periods of 1 day each; or
 - (c) any separate periods to which the employee and their employer agree.
- 44.4** If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- 44.5** If, in accordance with clause 44.1, an employee, other than a casual employee, takes a period of compassionate leave, the Employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid.
- 44.6** An employee must give their Employer notice of the taking of leave under clause 44.1:
- (a) The notice must be given to the Employer as soon as practicable (which may be a time after the leave has started) and must advise the Employer of the period, or expected period, of the leave.
 - (b) An employee who has given their Employer notice of the taking of leave under clause 44.1 must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a permissible occasion in circumstances specified in clause 44.1
- 44.7** An employee is not entitled to take leave under clause 44.1 unless the employee complies with clause 44.6.

45. PARENTAL LEAVE

Employees are entitled to parental leave in accordance with the NES.

46. FAMILY AND DOMESTIC VIOLENCE LEAVE

- 46.1** Family and domestic violence leave is provided for in the NES. This clause should be read in conjunction with the NES.
- 46.2** All employees, including casual employees, are entitled to 10 days of paid family and domestic violence leave in a 12-month period.
- 46.3** Paid family and domestic violence leave:
- (a) is available in full at the start of each 12-month period of the employee's employment; and
 - (b) does not accumulate from year to year.
- 46.4** If an employee takes family and domestic violence leave, the Employer must pay the employee at their full rate of pay, worked out as if they had not taken the leave.
- 46.5** Information provided to employers concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers are subject to confidentiality requirements regarding the handling of this information under section 106C of the Act and requirements as to what can be reported on payslips pursuant to regulations 3.47 and 3.48 of the *Fair Work Regulations 2009*.
- 46.6** Evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

47. FIRST NATIONS CULTURAL LEAVE

- 47.1** The Employer and the employees recognise there are over 500 different nations across Australia, all with unique cultural customs.
- 47.2** An employee who is legitimately required by the employee's cultural tradition to be absent from work for ceremonial purposes is entitled to apply for up to 10 working days paid leave in any one year. This leave does not accrue from year to year and is not paid out at the conclusion of the employee's contract.
- 47.3** When applying for this leave the employee must be able to establish to the Employer that they have an obligation under their cultural custom and or traditional law to participate in ceremonial activities including bereavement and cultural ceremonies that may overlap.
- 47.4** Approval of all ceremonial leave will be subject to the Employer's business requirements but will not be unreasonably withheld.
- 47.5** This leave is particularly aimed towards the cultural and ceremonial leave needs of Indigenous Australians and Torres Strait Islanders and should capture leave required for necessary participation in NAIDOC week and National Sorry Day ceremonies.
- 47.6** Examples of activities that an employee may require to apply for Cultural Leave include but are not limited to the below list. The list is not intended to be exhaustive.
- (a)** Bereavement 'Sorry Business';
 - (b)** Cultural ceremonies related to bereavement;
 - (c)** Travel (in some instances long distance from major cities), or interstate home/ traditional country for funerals and bereavement ceremonies / other ceremonial obligations;
 - (d)** Birthing ceremonies;
 - (e)** NAIDOC week/ ceremonial obligations;
 - (f)** Sorry Day/ ceremonial obligations;
 - (g)** Men's business (usually health related);
 - (h)** Women's Business (usually health related);
 - (i)** Native Title engagements/ obligations;
 - (j)** Coming of age ceremonies/ Shaving ceremony (also men's business);
 - (k)** Cultural exchange meetings/ obligations;
 - (l)** Marches and protests/ NAIDOC week marches/ Survival Day protests marches (January 26).

48. LEAVE FOR INDUSTRIAL PROCEEDINGS

The Employer will grant leave without loss of pay to an employee reasonably required to attend proceedings under the Act as long as the leave does not prevent the employee appearing in a scheduled rehearsal or performance without the prior agreement of the Employer.

PART 7 - TRAVEL

49. TRAVELLING

49.1 All air travel will be on the airline of the Employer's choice.

Employees engaged by the week or for longer period (other than casual employees)

49.2 If an employee is required to travel away from their usual place of residence, the travel will be:

- (a) paid for by the Employer;
- (b) in an economy class air service with reserved seating;
- (c) if air travel is not available, alternative transport will be provided where agreed between the Employer and the employee;
- (d) for a regional tour, not traveling by air, the transport provided will be comfortable and safe with adequate space for each employee and their luggage and with seat belts as required by law.

49.3 Travel will include, where appropriate, regular stops for comfort and refreshment.

49.4 Regional touring will take place

- (a) on any day on which a performance or rehearsal is to be held, between 8:00 am and 4:00 pm.
- (b) on any other day between 8:00 am and 7:00 pm.

49.5 The Employer will advise the employees of the schedule for regional touring as soon as possible and no later than 2 weeks before the tour starts. Employees will be given 2 weeks notice of any change in the schedule.

49.6 If the Employee has reasonable concerns about the schedule the Employer will use their best endeavours to accommodate such concerns.

49.7 For travel outside of the schedule, employees will be paid at 1/80th of their total negotiated weekly wage for each half hour or part thereof outside those hours.

49.8 The Employer will pay the employee a meal allowance as set out in **Schedule 1, Table E** for each meal period which occurs while travelling, unless a meal is provided.

49.9 The Employer will provide return transport where an Employee is engaged to work away from the city or town where they reside.

49.10 The Employer will provide travel for an employee required to travel to or from a transport hub (such as an airport, train station, bus station or pick-up point), provided that:

- (a) if the Employer does not provide transport an employee will be given a Cabcharge or reimbursed for the cost of the transport to a maximum of the amount set out in **Schedule 1, Table E** for any single trip; or
- (b) at the beginning of an engagement, if the Employer does not provide transport, an employee may request a Cabcharge or will be paid a maximum of an amount set out in **Schedule 1, Table E** into their nominated bank account.

50. ACCOMMODATION

50.1 Where an employee is required to work away from their place of residence, clause 50 applies:

50.2 **Suitable accommodation** means a single room in a modern motel or serviced apartment with private facilities provided that:

- (a) where an employee is required to stay longer than one week in a single location the accommodation must contain cooking and laundry facilities; and
- (b) where an employee is required to stay away for more than one week from their usual place of residence, the Employer will use their best endeavours to provide accommodation which contains cooking and laundry facilities; and
- (c) serviced apartment means an apartment with cooking facilities, where clean linen is supplied once per week and the apartment cleaned at least once per week at the cost of the Employer; and
- (d) suitable accommodation guidelines means guidelines developed by LPA and MEAA to act as a guide to Employers and employees in understanding suitable accommodation for touring in live theatre. The suitable accommodation guidelines are set out at **Schedule 3** of this Agreement.

50.3 Notice for travel

When travel for more than one week is required, the employer will give as much notice as is practicable, and at least 14 days' notice, to employees. The notice will include where the Employer is providing accommodation and the details of the accommodation. The employee will indicate within 14 days of the offer of accommodation whether they propose to accept the offer, unless impractical to do so in the circumstances.

50.4 Notwithstanding any other provisions of this clause, for a period of travel of 5 working days or more in one location, an employee may request that the Employer provide accommodation with cooking facilities. If this accommodation is available at about the same cost as the accommodation proposed by the Employer then the Employer will provide such accommodation.

50.5 Accommodation allowance – 1 to 4 days

- (a) For travel of one week or less, the Employer will provide suitable accommodation; or
- (b) if the Employer and employee agree an allowance as set out in **Schedule 1, Table E** will be paid in lieu of the provision of accommodation.

50.6 Accommodation reimbursement – 5 working days or more

- (a) For travel of more than one week the Employer will provide suitable accommodation; or
- (b) if the Employer does not provide accommodation, then the Employer will reimburse the employee for the expenses of such accommodation up to the maximum limits as set out in **Schedule 1, Table E**.
- (c) Reimbursement will be made weekly or at such longer intervals as the Employer and employee agree and will be made upon presentation by the employee of a receipted account for the accommodation or such other arrangements as are agreed between the Employer and the employee.

50.7 Employee does not accept Employer provided accommodation

- (a) Where the employee does not accept employer provided accommodation, the employee will be paid the allowance set out in **Schedule 1, Table E**. The allowance must be paid in advance up to a maximum of one week.

- (b) The employee must elect to take either the allowance or the accommodation provided by the Employer for the duration of the season at that location and cannot alter this election without the agreement of the Employer.
- (c) An Employer will assist any employee who requests such assistance in the obtaining of any available discounts on accommodation of the employee's choice.

50.8 Shared Accommodation

- (a) Where an Employer and employees agree in writing, shared accommodation may be provided by the Employer. The Employer will retain a copy of any such agreement.
- (b) Where the Employer does not provide accommodation and employees agree in writing to share accommodation, the reimbursement limits set by this clause will be increased by 25 percent in respect of such shared accommodation. A copy of such agreement will be retained by the Employer.
- (c) If there are special circumstances where an Employer cannot offer single accommodation the following applies:
 - (i) the Employer will notify the employees affected, and where they request it notify MEAA, 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 employees affected, and where they request it MEAA, may negotiate about such arrangements. If the agreement is reached then the accommodation may be provided in accordance with such agreement.

50.9 Travel disputes

Any dispute as to the operation of this clause or as to whether accommodation provided by an Employer is suitable accommodation as is required by this clause will be dealt with in accordance with clause 15 – Dispute Resolution.

51. MEALS WHILE TRAVELING

An employee required to travel will be provided with all meals of a satisfactory nature or paid an allowance in lieu as set out in **Schedule 1, Table E**.

52. INCIDENTALS WHILE TRAVELLING

An employee required to travel will be paid an allowance for incidentals as set out in **Schedule 1, Table E**.

53. WAGES WHILE TRAVELLING

53.1 Where an employee is required to travel away from their place of engagement they will be paid:

- (a) their total negotiated weekly wage until they are returned to the place of engagement at the conclusion of the tour or engagement;
- (b) for the day of departure and return;
- (c) pro rata for any broken weeks at the beginning or the end of the tour engagement.

53.2 Eligibility for travel allowances

- (a) Clauses 49, 50, 51, 52 and 53.1 will not apply:
 - (i) with respect to an employee who is engaged to work at a single location away from their place of residence for a specific period of 12 months or more; or
 - (ii) where an employee is engaged for a local show; or

(iii) where the theatre or performance space/place is less than 110km from the employee's place of residence.

(b) Where an Employer:

(i) avoids or seeks to avoid the operation of this clause by inducing any employee or prospective employee to misrepresent their place of residence; or

(ii) engages an employee where they know that the place of residence of an employee or prospective employees has been misrepresented;

the provisions in clauses 49, 50, 51, 52 and 53.1 shall be applicable as though the place of residence of the employee had been correctly stated.

(c) For the purpose of clause 53.2(b), the Employer can require an employee to provide details and evidence of their permanent residence at the time of applying for a role. The employee's place of residence as then recorded in their contract of employment (matching the evidence and details provided by the employee) will then be deemed as having been correctly stated.

53.3 Should the Employer require the employee to travel from one location to another during the course of a normal day's work, the traveling time will be counted as time worked.

54. BREAKS FOR TRAVEL

54.1 The minimum breaks for travel are set out below, except where the Employer and the employee agree otherwise.

(a) An employee will not perform any work on a day where they travel to and from the following places occurs:

(i) Sydney and Perth;

(ii) Brisbane and Perth;

(iii) Melbourne and Perth.

(b) Where an employee is required to travel other than as specified above, a 4 hour break will be given between arrival at the destination point and any rehearsal call or performance.

55. CASUAL EMPLOYEES AND TRAVEL

55.1 A casual employee who performs work away from the city or town in which they usually reside, must be provided with air travel, first class train, or other transport, and if travelling by train at night, sleeping accommodation. If sleeping accommodation is not provided, the employee will be paid the amount equivalent to the cost of the travel.

55.2 The Employer will provide reasonable accommodation and meals at a hotel or a motel for any casual employee who must stay overnight.

55.3 If accommodation is not provided, the Employer will pay the employee daily traveling allowance, plus an amount for each meal set out in **Schedule 1, Table B**.

55.4 If a casual employee's performance finishes after 11:00 pm at a place which is 155 kilometres or more by road from the employee's usual place of residence, and if no rail transport to their home town or city is available within 2 hours of the conclusion of their work, the Employer will provide accommodation or pay the employee the current daily travelling allowance rate.

55.5 If the casual employee is away from their hometown or city for more than 24 hours, including the time travelling to and from the place of employment, they will receive:

(a) payment at the applicable casual rate for the hours worked; and

- (b) additional payment of one half of the casual performance rate for each period of 12 hours or part thereof; and
- (c) provision of travel, meals and accommodation or allowances in lieu, as per clauses 49, 50, 51 and 52 above.

55.6 Each 'day' or 24-hour period is calculated from the time the casual employee leaves home to the time the casual employee arrives home.

56. PRIVATE TRANSPORT

56.1 Where the employee requests, and the Employer agrees, to make their own way from one working venue to another by car they will be paid an allowance equal to the amount that would have been paid by the Employer on their travelling by the form of transport by which the rest of the company travels, provided that the cost to the Employer is no greater than it would have been if all employees used transport provided by the Employer.

The Employer will allow travel time between cities as set out in the following table:

CITIES	TRAVEL TIME
Sydney and Canberra	1 day
Sydney and Melbourne	1 day
Sydney and Brisbane	2 days
Sydney and Adelaide	2 days
Melbourne and Adelaide	1 day
Melbourne and Brisbane	3 days
Melbourne and Canberra	1 day
Brisbane and Adelaide	3 days

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

56.2 Where the Employer requests and the employee agrees to use their own motor vehicle or motor cycle in the performance of their duties, other than for traveling between cities and towns, the employee will be paid an allowance per kilometre as set out in **Schedule 1, Table E**.

57. LUGGAGE AND INSTRUMENTS

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

57.2 At least 23 kilograms of checked luggage must travel on the same mode of transport as the Employee.

57.3 The Employer will reimburse the employee for the cost of insurance of the employee's luggage and instruments for loss, theft or damage when travelling.

57.4 Provided that such reimbursement will not be payable where the Employer provides transport of luggage and instruments.

58. SCHOOL TOURS – SPECIAL PROVISIONS

58.1 Hours of work

- (a) The ordinary hours during which a school performance may be held will be within the usual school hours in that school and up to one hour after the usual school hours, provided that an employee is not required to be at any central pick-up point before 7:00 am.
- (b) There will be an unpaid break of at least 40 minutes clear of any dressing, undressing, making-up or taking off make-up.
- (c) There will be a break of at least 15 minutes between the end of one performance and the start of another performance in the same school.
- (d) The minimum time allowed, and counted as time worked, for an employee to undertake duties incidental to a performance or dress and/or make-up rehearsal, is:
 - (i) 30 minutes before the start of a performance for preparatory duties such as dressing and make-up; and
 - (ii) 15 minutes at the end of a performance or rehearsal for dressing down and removing make-up.

58.2 Number of performances

- (a) The maximum number of performances for which the total negotiated weekly rate:

Performance length	Maximum number of performances per week
61 to 90 minutes (up to 2 hours with discussion)	10
60 minutes or less	15

- (b) For each performance exceeding 10 or 15 (whichever applies) the employee will be paid an additional 1/10th of their weekly wage.

58.3 Traveling

- (a) An employee will not be required to make more than one move from one school to another in one day.
- (b) The mode of transport will be in accordance with clause 49.
- (c) If an employee requests to make their own way to the next working venue and the Employer agrees, the employee will be paid an allowance equal to the money that would have been paid by the Employer for their traveling by the form of transport by which the Employer did or would have transported the employee or the remainder of the company.

PART 8 – RECORDINGS

59. ARCHIVAL RECORDING OF THE PRODUCTION

- 59.1** An archival and/or reference recording/s of a production may be made the Employer as required during the engagement
- 59.2** The Employer must give the employees reasonable notice of when any archival recordings will occur.
- 59.3** Employee consent is not required to make an archival recording.
- 59.4** Any archival or reference recording may be undertaken during any performance of the production either during the rehearsal period or the performing period.
- 59.5** An archival or reference recording may be used by the Employer for the following purposes:
- (a)** historical record or archival reference for use by Employer, rights holders, current employees, students or historians;
 - (b)** an archival reference for rights holders, principal cast and production (creative team with appropriate waivers ex;
 - (c)** a performance reference for each performer where more than one cast is performing the same piece or role, or a new cast member is engaged;
 - (d)** as a tool to on sell the production to potential investors and presenters for their private viewing only;
 - (e)** for planning and research;
 - (f)** as a guide to recreate the production when a show is restaged, revived or in order to remount future productions;
 - (g)** by any member of the creative team (including choreographer/director/musical director, residents, designers) in fulfilling their duties to remount future productions;
 - (h)** to train production, support and technical crew;
 - (i)** for any work health safety purpose.
- 59.6** The Employer is not required to make any payment for an archival recording
- 59.7** The Employer warrants that the Archival Recording is not for broadcast and will not broadcast any aspect of the Archival Recording in any broadcast medium in any territory.

PART 9 – WORKPLACE HEALTH AND SAFETY MATTERS

60. WORKPLACE SAFETY TRAINING

Employee workplace safety training will occur during working hours where possible.

61. WORKPLACE SAFETY

61.1 Employers and employees acknowledge that there are mental and physical health challenges for performers during their careers and acknowledge that there are benefits for performers being fit and healthy. Employers and employees will work together to promote the proactive management of psychosocial and physical safety.

61.2 At least one of the Employer's staff members must complete mental health first aid officer training within the calendar year of the production. When the training is completed the staff member must be identified to the employees and be present or accessible to employees while they are on tour.

61.3 The Employer agrees to advise and provide the employee with a copy of the Safety Guidelines for the Events and Entertainment Industry prior to the commencement of rehearsals.

61.4 If an employee is concerned for their workplace health and safety in respect of the use of any special effects the employee may raise this concern with the Employer directly or through MEAA and any dispute may be dealt with by clause 15 – Dispute Resolution.

61.5 Safety Guidelines for the Events and Entertainment Industry

The Employer can access copies of the Safety Guidelines for the Events and Entertainment Industry from MEAA or LPA websites.

62. WORKPLACE FACILITIES

62.1 In all new theatres the employer will ensure, where possible, that the employees have access to:

- (a)** suitable dressing room facilities (providing mirrors, lockers with hanging space and locks and proper lighting), toilet and washing room facilities to a standard in accordance with industry practice; and
- (b)** suitable ventilation, heating and air conditioning is provided for the use of the employees in studios, dressing rooms and/or stages; and
- (c)** suitable rest area to a standard in accordance with industry practice will be provided by the Employer in theatres and in rehearsal venues.

62.2 The Employer will ensure that the facilities at clause 62.1 will be accessible in existing theatres where practicable.

62.3 In all theatres, the Employer will ensure the employees have access to a refrigerator and facilities and ingredients for making tea or coffee.

PART 10 - AGREEMENT COMPLIANCE

63. EMPLOYEE RECORD KEEPING

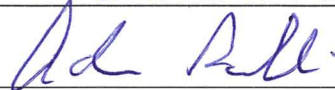

- 63.1** The Employer will keep a time book or time sheet showing the names of, and times worked by, each employee and the wages paid to each employee from week to week.
- 63.2** The time book or time sheet will, after all the time worked previous to the entry by an employee has been entered therein, be produced to such employee and such entry, if correct will be vouched for by the employee's signature in the time book or time sheet, and the entries of the time so worked may be checked by an accredited representative of MEAA if such representative be available at the place of business and by the Employer's representative who will, if the entries be correct, vouch for them by their signatures in the time book or time sheet.
- 63.3** The time book or time sheet with all the entries therein and the relevant wages receipt will, on demand, be produced by the Employer for inspection at the place where they are kept at any time between the hours of 10:00 am and 1:00 pm during any day except pay day to an official of MEAA who has been authorised in writing to inspect it by the Chief Executive of MEAA or their delegate of MEAA. One clear day's notice setting out the grounds for desiring such inspection will be given to the Employer of any intended inspection. No authority to inspect will be given by MEAA unless the Chief Executive of MEAA or their delegate has good reason to suspect that a breach of this Agreement has been committed by the Employer whose time book or time sheet or wages receipts are to be inspected.

64. POSTING OF AGREEMENT AND NOTICES

- 64.1** The Employer will keep a copy of this Agreement to be posted up in a suitable conspicuous, or readily accessible place in the theatre, hall or other place where employees are performing or rehearsing.
- 64.2** An employee may post notices and a copy of this Agreement on a board in a reasonable manner in each theatre or other place in which employees are performing or rehearsing.

PART 11 - EXECUTION OF AGREEMENT

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

Name: (Print Name) ADAM PORTELLI
Position: ACTING CHIEF EXECUTIVE
Address: 245 CHALMERS ST, REDFERN 2016
Signature: 
Witness Name: JAMES RODGERS
Witness Signature: 
Date: 7 APRIL 2026

Signed for on behalf of the **Employer:**

Name: (Print Name) _____
Position: _____
Address: _____
Signature: _____
Witness Name: _____
Witness Signature: _____
Date: _____

SCHEDULE 1 – MINIMUM WAGES AND ALLOWANCES

TABLE A			
NO SUNDAY PERFORMANCE			
Non-Regional Tour			
	1-Jan-23	1-Aug-24	1-Jul-25
CATEGORY			
Category 1			
Performer Grade 1	\$1,132.92	\$1,248.93	\$1,286.40
Performer Grade 2	\$1,198.40	\$1,321.12	\$1,360.75
Opera Principal	\$1,251.02	\$1,379.12	\$1,420.50
Category 2			
Performer (Variety)	\$1,198.40	\$1,321.12	\$1,360.75
Supernumerary per week (from 1 Aug 2024 up to 24 hours work)	\$567.25	\$868.87	\$894.93
Per hour	\$32.84	\$36.20	\$37.29
on tour	\$1,132.92	\$1,248.93	\$1,286.40
CHILD PERFORMERS			
14 yrs & under			
Performer Grade 1	\$509.82	\$562.02	\$578.88
Performer Grade 2	\$539.27	\$594.50	\$612.34
14 years & under			
On tour			
Grade 1	\$1,132.92	\$1,248.93	\$1,286.40
Grade 2	\$1,198.40	\$1,321.12	\$1,360.75
15 years			
Performer Grade 1	\$623.10	\$686.91	\$707.52
Performer Grade 2	\$659.14	\$726.61	\$748.41
15 years on tour			
Performer Grade 1	\$1,132.92	\$1,248.93	\$1,286.40
Performer Grade 2	\$1,198.40	\$1,321.12	\$1,360.75

SCHEDULE 1 – MINIMUM WAGES AND ALLOWANCES

TABLE A			
NO SUNDAY PERFORMANCE			
Regional Tour			
	1-Jan-23	1-Aug-24	1-Jul-25
Category 1			
Performer, Opera Principal, Performer (Variety) (including	\$1,132.92	\$1,248.93	\$1,286.40
Supernumerary on tour	\$1,132.92	\$1,248.93	\$1,286.40

TABLE A			
CAPPED OVERTIME RATE (133.33% of the applicable minimum rate)			
	1-Jan-23	1-Aug-24	1-Jul-25
Category 1			
Performer Grade 1	\$1,510.52	\$1,665.20	\$1,715.16
Performer Grade 2	\$1,597.83	\$1,761.45	\$1,814.29
Opera Principal	\$1,667.99	\$1,838.78	\$1,893.95

TABLE A - UPPER SALARY LIMIT (400% of the Performer Grade 1 rate)			
	1-Jan-23	1-Aug-24	1-Jul-25
Upper Salary Limit	\$4,531.68	\$4,995.72	\$5,145.60

TABLE B			
ONE SUNDAY PERFORMANCE			
1. Non - Regional Tour			
	1-Jan-23	1-Aug-24	1-Jul-25
Category 1			
Performer Grade 1	\$1,254.92	\$1,383.42	\$1,424.93
Performer Grade 2	\$1,320.40	\$1,455.61	\$1,499.28
Opera Principal	\$1,373.02	\$1,513.62	\$1,559.03
Category 2 Performer (Variety)			
Supernumerary per week (from 1 August 21 hours at weekly rate + \$156 for 1 Sunday)	\$571.59	\$916.26	\$939.07
on tour	\$1,254.92	\$1,383.42	\$1,424.93
Child Performers			
14 yrs & under			
Performer Grade 1	\$564.72	\$622.54	\$641.22
Performer Grade 2	\$594.18	\$655.02	\$674.67
14 yrs & under			
On tour			
Grade 1	\$1,254.92	\$1,383.42	\$1,424.93
Grade 2	\$1,320.40	\$1,455.61	\$1,499.28
15 years			
Performer Grade 1	\$690.20	\$760.88	\$783.71
Performer Grade 2	\$726.22	\$800.58	\$824.60
15 yrs on tour			
Performer Grade 1	\$1,254.92	\$1,383.42	\$1,424.93
Performer Grade 2	\$1,320.40	\$1,455.61	\$1,499.28

TABLE B ONE SUNDAY PERFORMANCE 2. Regional Tour			
	1-Jan-23	1-Aug-24	1-Jul-25
Category 1			
Performer, Opera Principal, Performer (Variety) (including child performers)	\$1,254.92	\$1,383.42	\$1,424.93
Supernumerary on tour	\$1,254.92	\$1,383.42	\$1,424.93

TABLE B ONE SUNDAY PERFORMANCE WHEN NOT CONTRACTED 3. Regional Tour			
	1-Jan-23	1-Aug-24	1-Jul-25
Category 1			
Performer Grade 1	122.00	156.00	160.68
Performer Grade 2	122.00	156.00	160.68
Opera Principal	122.00	156.00	160.68
Category 2			
Performer (Variety)	122.00	156.00	160.68

TABLE B ONE SUNDAY PERFORMANCE WHEN NOT CONTRACTED 4. Regional Tour			
Category	1-Jan-23	1-Aug-24	1-Jul-25
Performer, Opera Principal Performer (Variety) including child performers	\$122.00	\$156.00	\$160.68
Supernumerary on tour	\$122.00	\$156.00	\$160.68

TABLE C			
CASUAL RATES (25% CASUAL LOADING)			
Category (per performance 3-hour call)	1-Jan-23	1-Aug-24	1-Jul-25
Category 1			
Performer Grade 1	\$236.03	\$260.19	\$268.00
Performer Grade 2	\$249.67	\$275.23	\$283.49
Opera Principal	\$260.63	\$287.32	\$295.94
Category 2 Performer (Variety)	\$249.67	\$275.24	\$283.49
Supernumeraries	\$118.18	\$135.76	\$139.83
Child Performers			
14 yrs & under			
Performer Grade 1	\$106.21	\$117.09	\$120.60
Performer Grade 2	\$112.35	\$123.85	\$127.57
15 years			
Performer Grade 1	\$129.81	\$143.11	\$147.40
Performer Grade 2	\$137.32	\$151.38	\$155.92
Engaged Casually - Rehearsal			
Performer Adult Per hour	\$55.91	\$61.64	\$63.48
Per ½ hour	\$27.95	\$30.82	\$31.74
Supernumeraries			
Min 2 hour call	\$41.05	\$45.25	\$46.61
Child Performers			
14 yrs and under	\$25.17	\$27.75	\$28.58
15 years	\$30.74	\$33.89	\$34.90

TABLE C			
CASUAL RATES (25% CASUAL LOADING)			
Category (per performance 3-hour call)	1-Jan-23	1-Aug-24	1-Jul-25
Category 1			
Performer Grade 1	\$236.03	\$260.19	\$268.00
Performer Grade 2	\$249.67	\$275.23	\$283.49
Opera Principal	\$260.63	\$287.32	\$295.94
Category 2 Performer (Variety)	\$249.67	\$275.24	\$283.49
Supernumeraries	\$118.18	\$135.76	\$139.83
Child Performers			
14 yrs & under			
Performer Grade 1	\$106.21	\$117.09	\$120.60
Performer Grade 2	\$112.35	\$123.85	\$127.57
15 years			
Performer Grade 1	\$129.81	\$143.11	\$147.40
Performer Grade 2	\$137.32	\$151.38	\$155.92
Engaged Casually - Rehearsal			
Performer Adult Per hour	\$55.91	\$61.64	\$63.48
Per ½ hour	\$27.95	\$30.82	\$31.74
Supernumeraries			
Min 2 hour call	\$41.05	\$45.25	\$46.61
Child Performers			
14 yrs and under	\$25.17	\$27.75	\$28.58
15 years	\$30.74	\$33.89	\$34.90

TABLE D			
WAGE-RELATED ALLOWANCE			
Clause No.	1-Jan-23	1-Aug-24	1-Jul-25
Star Role		Award rates	higher of 3% or Award increase (3.5%)
28.2(a) - per week	\$58.25	\$69.99	\$72.44
28.2(b) - per performance	\$124.82	\$150.10	\$155.35
Leading Role			
28.2(a) - per week	\$41.64	\$49.96	\$51.71
28.2(b) - per performance	\$83.21	\$99.93	\$103.42
Supporting Role			
28.2(a) - per week	\$24.96	\$30.04	\$31.09
28.2(b)- per performance	\$49.93	\$60.08	\$62.18
Minor Supporting Role			
28.2(a) - per week	\$19.97	\$23.95	\$24.79
28.2(b) - per performance	\$39.94	\$47.90	\$49.58
Featured Ensemble Role			
28.2(a) - per week	\$17.57	\$19.40	\$20.08
28.2(b) - per performance	\$35.14	\$38.73	\$40.09
Ensemble Role			
28.2(a) - per performance	\$30.33	\$33.44	\$34.61
Swing allowance			
28.2(d) - per week	\$24.96	\$27.52	\$28.48
Assistant Stage Manager			
28.3(a) - per week	\$52.68	\$58.07	\$60.11
Dance Captain			
28.3(b) - per week	\$52.68	\$58.07	\$60.11
Driver/Tour Leader			
28.3(c) - per week	\$70.90	\$78.16	\$80.90
EXPENSE-RELATED ALLOWANCES			
	1-Jan-23	1-Aug-24	1-Jul-25
Wardrobe Allowances			
29.1(a) - per week for each suit etc	\$10.37	\$11.43	\$11.77
29.1(a) - per week min payment	\$13.33	\$14.69	\$15.14
29.1(a) - per week each pair of shoes	\$5.34	\$5.89	\$6.06
29.1(b)			
Skating boots - per week	\$7.82	\$8.62	\$8.88
Socks and laces - per week	\$2.63	\$2.90	\$2.99
Musician upkeep fee 28.3(d)			
per instrument per call		\$1.94	\$2.00
supply of harp per call		\$5.10	\$5.25
supply of percussion kit per call		\$12.37	\$12.74

TABLE E		
EXPENSE-RELATED ALLOWANCES		
Increases applied in line with the CPI sub-index group in the Live Performance Award 2020		
Clause No.	1 July 2024	1 July 2025
36.6(b)		
Meal allowance between performances (per meal)	\$35.13	\$36.04
49.8		
Meal allowance during travel (per meal)	\$35.13	\$36.04
49.10		
Travel to or from airport (per trip)	\$75.00	\$75.00
50.5(b)		
Cash allowance less than 1 week (per night)	\$234.50	\$234.50
50.6(b), 55.3		
Reimbursement (per week)		
Sydney and Melbourne	\$1,791.00	\$1,791.00
Adelaide, Hobart, Perth & Brisbane	\$1,264.00	\$1,264.00
Canberra	\$1,540.00	\$1,540.00
Other places	\$1,178.00	\$1,178.00
50.7		
Cash allowance more than 1 week (per week)	\$894.63	\$894.63
Cash allowance more than 1 week (per night)	\$178.90	\$178.90
51		
Meals (per day)	\$71.26	\$73.11
Maximum per week	\$356.29	\$365.53
52		
Incidentals (per day)	\$22.19	\$22.19
Incidentals (per week)	\$110.93	\$110.93
55.3		
Meal Allowance casual employee (per meal)	\$35.13	\$36.04
56.2		
Motor vehicle allowance (per kilometre)	\$0.98	\$0.98

TABLE F
LAY-OFF ENTITLEMENT

Calculation: by weeks worked (= number of weeks worked $\times \frac{3}{26}$)

Weeks Worked	Accrued Lay of (WEEKS)
1	0.12
2	0.23
3	0.35
4	0.46
5	0.58
6	0.69
7	0.81
8	0.92
9	1.04
10	1.15
11	1.27
12	1.38
13	1.50
14	1.62
15	1.73
16	1.85
17	1.96
18	2.08
19	2.19
20	2.31
21	2.42
22	2.54
23	2.65
24	2.77
25	2.88
26	3.00

SCHEDULE 2 – AUDITION GUIDELINES

AUDITIONS IN AUSTRALIA CODE OF PRACTICE

1. Auditions should be conducted in a professional and efficient manner.
2. Where appropriate, the Producer will advise the casting director to include in the casting brief the following diversity casting statement:

This production recognises the diversity of the Australian performing community and we seek to foster a more realistic and more creative representation of Australia on our stages. To this end we strongly encourage applications from performers of varied experiences, perspectives and circumstances including performers from culturally and linguistically diverse backgrounds and performers with disabilities.
3. In consideration of the preparation Performers require prior to auditioning, adequate notification of auditions should be given to all concerned. For example, a minimum of one week is preferable, but it is recognised that different circumstances may sometimes make this impossible.
4. A Performer auditioning for a role requiring an accent and/or singing expertise, will have at least two weeks to prepare for the audition.
5. The Performer and/or agent should, as appropriate to the particular production, be supplied in advance with:
 - Information about the production and the audition process;
 - A description of the roles being auditioned;
 - Specific requirements to present a speech or to perform a scene or to perform a specific song and whether this is to be chosen by the Performer or the Employer.
6. The Performer should be sent adequate excerpts of the script or score (and/or, if appropriate, a full script, and/or the full musical score), and where possible, a full character synopsis relating to any role/s for which they are to be auditioned, as early as possible and preferably at the time of audition booking. If, however, the Performer is asked during the audition to sing or read specific material, they should be given adequate time to prepare.
7. Audition venues should be of suitable size, properly lit, cleaned, heated and ventilated, and provide a suitable place to wait. Where possible, the producer will provide Performers with an appropriate space to change and prepare.
8. Dance auditions must be conducted on dance surfaces appropriate to the form of dance being performed. Dance auditions should not be conducted on concrete.
9. Auditions should respect the privacy of those involved. Auditions must not be held in public.
10. Filming and recording of auditions is permitted for genuine audition and casting purposes only.
11. Filming or recording auditions for marketing and publicity purposes is not permitted unless agreed by the Performer beforehand.
12. A Producer must not require a Performer to agree to be filmed or recorded for marketing or publicity purposes in order to attend an audition. This also applies in respect to self-tapes.

13. Members of the media may be present at an audition, and associated activity permitted, provided that agreement has been reached between the Performer/s and the producer; the Performer's right to decline will be respected. In any event, Performers should be informed of the possibility that media may be present.
14. On arrival at the place of audition, the Performer should be informed of the names of the members of the audition panel verbally or by notice at the audition reception. The Performer should be informed of any special requirements which have not been notified in advance.
15. The producer should endeavour to audition the Performer at the time agreed, and ensure that the Performer has access to water and a drinking receptacle. Should there be any undue delay, the producer should notify the Performer and, if possible, give an estimated revised time, the Performer may, if possible, then attend to other matters in the interim.
16. A responsible person involved in casting, nominated by the producer/director and representing the creative team, will be present at all auditions.
17. Performers will be advised of the casting process, where possible, bearing in mind that circumstances may change.
18. A Producer may use self-tapes for casting purposes. Any self-tapes must be securely stored by the Producer.
19. If a Performer is required to sing at the audition, the producer should provide the services of a capable pianist. The Performer has the option of providing their own pianist, at the initial audition, at their own expense.
20. If the Performer is required to read with another person, that person will be an experienced suitable professional performer, or if this is not possible, an otherwise competent person. That person will be paid per hour at the applicable casual rehearsal rate as set out in **Schedule 1, Table C**.
21. The producer will provide, where reasonable and practicable, access for disabled people.
22. The producer is an Equal Opportunity Employer. The audition process should therefore comply with relevant State and Federal Equal Opportunity and Anti- Discrimination legislation.
23. If requested by the Performer, an officer of MEAA will be entitled to be present at the relevant audition, as an observer only, provided reasonable notification has been given to the producer.

SCHEDULE 3 – SUITABLE ACCOMMODATION GUIDELINES

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

SCHEDULE 4

Code of Practice for Child Employment in Live Entertainment

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

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

State	Regulatory instrument	Regulatory body	Contact details
NSW	<i>Children and Young Persons (Care and Protection) Act 1998, Children and Young Persons (Care and Protection – Child Employment) Regulation 2015 – including Schedule 1 – Code of Practice</i>	NSW Office of the Children’s Guardian	☎ 02 8219 3600 🌐 www.kidsguardian.nsw.gov.au e: kids@kidsguardian.nsw.gov.au
VIC	<i>Child Employment Act 2003, Mandatory Code of Practice for the Employment of Children in Entertainment (2014)</i>	Department of State Development, Business and Innovation (Employment Information and Compliance Unit)	☎ 1800 287 287 🌐 www.business.vic.gov.au e: childemployment@ecodev.vic.gov.au
QLD	<i>Child Employment Act 2006, Child Employment Regulation 2006 (as amended effective 1 January 2007)</i>	Queensland Treasury	☎ 07 3225 2299 🌐 www.business.qld.gov.au Applications for Special Circumstances certificate may be posted to: Deputy Director General Office of Industrial Relations GPO Box 69 Brisbane QLD 4001
WA	<i>Children and Community Services Act 2004</i>	Not applicable. The Act broadly exempts the entertainment industry. Follow this Code of Practice.	
SA	None	Not applicable. Follow this Code of Practice	
TAS	None	Not applicable. Follow this Code of Practice	
NT	None	Not applicable. Follow this Code of Practice	
ACT	None	Not applicable. Follow this Code of Practice	

CODE OF PRACTICE

1. General requirement to comply with Code of Practice

- (1) Except as provided for in (3), an employer must not at any time employ a child (under 15 years of age) except in accordance with this Code of Practice, or in accordance with the laws in force in the State in which the child is to be employed.
- (2) Where required under State law, an employer must obtain a permit before causing a child to be employed.
- (3) In States where no child employment laws apply, an employer may employ a child in a manner inconsistent with this Code of Practice if prior agreement is reached with the Media, Entertainment & Arts Alliance (MEAA).

2. Record keeping

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

Personal information

(to be obtained from a parent or guardian before the child commences employment)

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

Employment information

- (k) the nature of the work that the child is employed to carry out;
- (l) the dates and times of each occasion on which the child is employed;
- (m) the hours the child worked each day and each week;
- (n) the date the child started and finished their period of employment;
- (o) particulars of the place of work/location at which the child is employed on each occasion;
- (p) the name, address and both home and business telephone numbers (if any) of the child's supervisor on each such occasion.

- (3) The record must be:
 - (a) kept for a minimum period of 6 years, and
 - (b) kept securely, and
 - (c) made available for inspection by the relevant government authority (where applicable).

3. Provision of information about proposed employment

- (1) Before a child commences employment, an employer must ensure that:
 - (a) the parent or guardian of the child has sufficient information about the intended role and duties that the child will perform, including the nature of the role or situation that a child is cast in, and the intended employment hours and workplaces;
 - (b) the parent or guardian has consented to the proposed employment.
- (2) If a parent or guardian of a child employed requests a copy of this Code of Practice, the employer must ensure that it is provided to the parent or guardian.

4. Incident register

- (1) An incident register must be maintained to record details in relation to each child employed by the employer of any of the following incidents that occur in the course of the child's employment:
 - (a) an accident involving the child,
 - (b) an injury to the child,
 - (c) an incident that is the subject of a complaint made by the child or a parent or guardian of the child in relation to the employment,
 - (d) an event or circumstances involving a breach of this Code of Practice.

Note. Examples of complaints that should be recorded in an incident register include complaints relating to the contract of employment, such as not being paid for services, and more serious complaints, such as allegations of physical abuse or sexual misconduct occurring in the course of the child's employment.

- (2) A record of the incident must also contain the following information:
 - (a) the name of the child involved in the incident,
 - (b) the time, date and place the incident occurred,
 - (c) details of any action taken in response to the incident.
- (3) A record of an incident must be made, and kept securely for a period of 6 years from the date on which the incident occurred.

5. Insurance

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

6. Hours of work

- (1) An employer must not employ a child otherwise than in accordance with;
 - (a) the times set out in Table A with respect to film and television, radio, shopping centre performances, still photography and modelling or other exhibitions; and
 - (b) the times set out in Table B with respect to theatrical performances.
- (2) An employer must not require a child to work later than 9:00 pm on any day if the child has not been exempted from attending school in the morning on the following day.
- (3) An employer must not employ a child for more than 4 hours on any day on which a child is

required to attend school for at least 3 hours.

- (4) The combined time required to fulfill educational requirements and employment in any seven consecutive days, must not exceed 50 hours.

7. Shifts and rest breaks

- (1) An employer must ensure that no child is required to start work less than 12 hours after the child has previously finished work, whether for the same or for any other employer.
- (2) An employer must ensure that each child is given:
- (a) within any 4-hour period—an appropriate number of rest breaks, of an appropriate duration, taking into account the age and needs of the child and the nature of the work the child is engaged in, and
 - (b) a 1-hour rest break every 4 hours.
- (3) An employer must not employ a child for more than one shift on any one day.
- (4) An employer must not employ a child for more than 5 consecutive days.

8. Calculation of time of employment

- (1) A child's total period of employment during any period of 24 hours is to be calculated as if the following periods formed part of the time for which the child is employed:
- (a) any time in excess of 45 minutes spent by the child in travelling from home to the place of work;
 - (b) if the employer is responsible for bringing the child to work, any time between the child's arrival at the place of work and the child's actual commencement of work;
 - (c) time spent in preparatory activities;
 - (d) the whole of the time (excluding any rest break required by clause 7.2.(b)) that the child is required to be at work;
 - (e) any time in excess of 45 minutes spent by the child in travelling home from the final place of work;
 - (f) if the employer is responsible for taking the child home from work, any time between the child's finishing work and the start of the child's journey home from work.

9. Schooling requirements

A child of compulsory school-age must not be employed during hours of normal school attendance unless permission is sought to exempt the child from school during school hours in accordance with the regulatory requirements of the State (where applicable).

10. Travel home

- (1) An employer must ensure that each child aged 12 years or under is collected or taken home after the child finishes work by a parent or guardian of the child, or a person authorised by the parent or guardian to collect or take home the child.
- (2) An employer must ensure that a child aged 13 years or older is collected or taken home after the child finishes work by a parent or guardian of the child, or a person authorised by the parent or guardian to collect or take home the child unless either of the following applies:
- (a) the distance between work and home is less than 10 kilometres and travel home will be completed in the ordinary course within daylight hours or before 6:00 pm, whichever is earlier; or
 - (b) the employer has been provided with written consent from the child's parent or guardian permitting the child to travel home alone, and travel home will be completed in the ordinary course before 8:30pm.

11. Food and drink

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

12. Protection from the elements

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

13. Punishment prohibited

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

14. Medical issues

- (1) An employer must not allow a child to work if the child is known by the employer to be ill, to be unfit for work, or to be carrying or to have been exposed to an infectious disease that poses a risk to the health of others in the workplace.
- (2) In the event of a child becoming ill or being injured in the course of the child's employment, or appearing to the employer to become ill, or the child reporting to be feeling ill in the course of employment, the child's employer must ensure that at least one of the child's parents or guardians is immediately notified of that fact, or, if no parent or guardian is contactable, another person nominated by the parent or guardian.

15. Parental contact

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

16. Recreation facilities

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

17. Dressing room and toilet facilities

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

18. Inappropriate roles or situations

- (1) An employer must ensure that no child is cast in a role or situation that is inappropriate to the child, having regard to the child's age, maturity, emotional or psychological development and sensitivity.
- (2) An employer must not allow a child:
 - (a) to be exposed to scenes which are likely to cause distress or embarrassment to the child;or

- (b) to become distressed in order to obtain a more realistic depiction of a particular emotion or reaction.
- (3) An employer must not employ a child in any situation in which the child is naked, and must ensure that the child is not present when any other person is naked.

19. Supervision

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

20. Babies

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

- (4) An employer who employs a baby must not allow the baby to be exposed to harmful lighting.
- (5) An employer must not allow makeup to be applied to a baby unless the makeup is non-irritating and uncontaminated.
- (6) An employer must not allow any person who is known by the employer to have a respiratory or skin infection to come into contact with the baby.

TABLE A - ENTERTAINMENT and EXHIBITION

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

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

TABLE B - THEATRICAL PERFORMANCES

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

SCHEDULE 5 – STANDARD CONTRACT

<insert Company letterhead/logo>



PERFORMERS' COLLECTIVE AGREEMENT 2024-2026

Standard Contract of Employment for single plays and/or production

PART 1

This Contract is dated the <insert date>

Between <insert name of Employer>

of <insert Employer's registered address> (ABN:<insert employer ABN>) (Employer)

and <insert name of Performer>, Equity Number: <insert Performer's Equity Number>
of <insert Performer's ordinary place of residence> (Performer)

Performer's Agent or Contact: <insert name of Agent or Contact>

Address: <insert Agent or Contact's address>

Telephone number: <insert phone number> Email address: <insert email address>

Name of Production: <insert name of production>

1. PART OR PARTS TO BE PLAYED BY THE PERFORMER

[GUIDANCE NOTE (DELETE THIS LATER)]: Six (6) of the clauses below of 1.1, 1.2, 1.3, 1.4, 1.5, 1.6 or 1.7 must be deleted.

The Performer will be employed in the above Production:

1.1 to rehearse and play the following plot: <insert name of plot>

OR

1.2 to rehearse and play the plots: <insert name of all plots to be played>

OR

1.3 to rehearse and understudy and/or ensemble cover and play the plot(s) of: <insert name of plot(s)>

OR

1.4 to rehearse and play such plots in the said play as the Employer may call upon the Performer to play;

OR

1.5 to rehearse and play such plot or plot(s) and rehearse and play as understudy such plot or plot(s) in the

said play as the Employer may call upon the Performer to play;

OR

1.6 to rehearse and play as an <onstage/off stage swing> performer.

GUIDANCE NOTE (DELETE THIS LATER): delete as necessary "onstage" or "offstage".

OR

1.7 to rehearse and play as understudy the part(s) of <insert part(s)>.

2. TYPE OF ENGAGEMENT

GUIDANCE NOTE (DELETE THIS LATER): Four (4) of the clauses below 2.1, 2.2, 2.3, 2.4, 2.5 must be deleted

The engagement shall be as defined in the Performers' Collective Agreement 2024-2026 (**Agreement**)

2.1 By the week.

2.2 For the specific period up to and including: <insert start date> to <insert end date>

2.3 For the run of the play in: <insert venue/city/town and State/cities and/or towns and States>

2.4 For the run of the play in Australia.

2.5 For the run of the play in Australia and New Zealand.

3. COMMENCEMENT

3.1 Date of commencement of engagement shall be: <insert date>

3.2 Date of first real rehearsal shall be (on or about): <insert date>

3.3 Length of rehearsal period (on or about): <insert start date>

3.4 Date of opening performance (on or about): <insert start date>

4. REMUNERATION

4.1 Rehearsals

Minimum rate: \$<insert amount> per week

Loadings:

<insert loading e.g. understudy> \$<insert amount> per week

<insert loading e.g. overtime> \$<insert amount> per week

<insert loading e.g. personal margin> \$<insert amount> per week

Total Negotiated Rehearsal rate: \$<insert amount> per week

GUIDANCE NOTE (DELETE THIS LATER): Two (2) of the clauses below, 4.2(a), (b) or (c) must be deleted.

4.2 (a) Performance – no Sunday Performance

Minimum rate: \$<insert amount>per week
Loadings:
<insert loading e.g. understudy> \$<insert amount> per week
<insert loading e.g. overtime> \$<insert amount>per week
<insert loading e.g. personal margin> \$<insert amount> per week
Total Negotiated Performance rate: \$ <insert amount> per week

(b) Performance – inclusive of one (1) Sunday Performance

Minimum rate: \$<insert amount>per week
Loadings:
<insert loading e.g. understudy> \$<insert amount> per week
<insert loading e.g. overtime> \$<insert amount>per week
<insert loading e.g. personal margin> \$<insert amount> per week
Total Negotiated Performance rate: \$ <insert amount> per week

(c) Performance – inclusive of two (2) Sunday Performances

Minimum rate: \$<insert amount>per week
Loadings:
Second Sunday Performance \$ <insert amount> per week
<insert loading e.g. understudy> \$ <insert amount> per week
<insert loading e.g. overtime> \$<insert amount>per week
<insert loading e.g. personal margin> \$<insert amount> per week
Total Negotiated Performance rate: \$ <insert amount> per week

4.4 The only loadings listed above are those paid on a regular weekly basis. All other loadings or penalties incurred must be paid in addition to the negotiated rate and listed loadings.

4.5 Superannuation and annual leave entitlements shall be based on the total negotiated rate.

5 TRAVEL ALLOWANCE

5.1 Where an Employee is required to work away from their ordinary place of residence as set out in Part 1 above, the travel and living allowance provisions will be paid in accordance with the Agreement.

5.2 In accordance with the Agreement the production <is/is not> a Local Show.
GUIDANCE NOTE (DELETE THIS LATER): delete as necessary “is” or “is not”

6 SUPERANNUATION

- 6.1 The Employer shall pay a superannuation contributions on behalf of the Performer.
- 6.2 Upon commencement of employment, the Employer shall provide the Performer with a standard choice form for the purposes of nominating an eligible super fund.
- 6.3 If the Performer does not choose an eligible super fund, then in accordance with the *Superannuation Guarantee (Administration) Act 1992*, the Employer will pay superannuation to any 'stapled super fund' that already exists for the Performer. If the Performer does not have a 'stapled super fund', in accordance with the Agreement, the employer shall pay superannuation contributions to Media Super.

7 GENERAL CONDITIONS and RULES OF THE THEATRE

- 7.1 General conditions agreed by the Performer and the Employer are set out in **Part 2** of this Contract.
- 7.2 Rules of the Theatre agreed by the Performer and the Employer are set out at **Part 3** of this Contract.

8 SPECIAL CONDITIONS

- 8.1 Special conditions (including any negotiated additional Performance Loadings) agreed by the Performer and the Employer are set out in **Appendix A** of this Contract.
- 8.2 Special conditions shall not be inconsistent with the terms of the Agreement.

9 BILLING/PUBLICITY

- 9.1 The Performer's name as set out at Part 1 of this Contract shall be used for billing and programs.
- 9.2 Any biographical material of the Performer that is used or released by the Employer for the purpose of publicising and/or in any way promoting the Production, must be approved by the Performer.

10 ARCHIVAL RECORDING

GUIDANCE NOTE (DELETE THIS LATER): One (1) of the clauses below 9.1 or 9.2 must be deleted.

- 10.1 The Employer intends to record the Performer's performance for archival purposes in accordance with the Agreement and will give the Performer reasonable notice prior to the Recording.
- 10.2 The Employer does not (at this time) intend to record the Performer's performance for archival purposes.

11 WARRANTIES

11.1 The Employer warrants that this Contract is the Standard Form Contract as set out in Schedule 5 of the Agreement.

12 JURISDICTION

This Contract is made and is subject to the Laws of the State of <insert state>, Australia.

13 ACCEPTANCE

The parties agree that they accept the terms of the Contract by signing below:

For the Employer:	For the Performer:
<i>(signature)</i>	<i>(signature)</i>
<i>(name - please print)</i>	<i>(name - please print)</i>
<i>(position)</i>	<i>(position)</i>
<i>(date)</i>	<i>(date)</i>
<i>(witness signature)</i>	<i>(witness signature)</i>
<i>(name of witness- please print)</i>	<i>(name of witness – please print)</i>

GUIDANCE NOTE (DELETE THIS LATER): Unless the Performer’s Agent can produce Power of Attorney, the Contract must be signed by the Performer.

PART 2 – GENERAL CONDITIONS

1. The terms and conditions of the *Performers' Collective Agreement 2024-2026 (Agreement)* as altered and/or replaced shall apply and form part of this Contract.
2. The Performer is engaged exclusively by the Employer and shall not during the engagement perform or otherwise exercise their talents for the benefit of any other company, institution or person without written consent. Consent shall not be unreasonably withheld.
3. Termination of this Contract shall be in accordance with the Terms of Engagement Clause of the Agreement.
4. A party may elect to continue performance of this Contract notwithstanding any breach by the other party of any term or condition of this Contract and such performance shall not constitute a waiver of any of the rights of the first party.
5. The Employer reserves the right to stand down the Performer in accordance with the provisions of the terms of the Stand Down clause of the Agreement.
6. This Contract may only be varied or modified in writing, signed by all the parties to the Contract.
7. This Contract is intended to reflect all prior understandings and, subject to Part 2, clause 6 above, when signed constitutes the totality of the agreement between the parties.
8. The total negotiated rate stated in Part 1, clause 4, above is the rate agreed between the parties at the point of acceptance of the engagement and in accordance with the Definitions clause of the Agreement does not include any additional payments payable under the Agreement.
9. Except in the case of an emergency the Employer shall provide the Performer with a Contract at least 21 days prior to the commencement date of the engagement as set out at Part 1, clause 3.1 of this Contract. Unless there are reasonable grounds for not doing so the Performer shall sign and return the Contract within 14 days of receipt.
10. Notices concerning Employees generally from the Employer will be held to be valid notices if they are: posted on the usual notice board (either physical or electronic); addressed to the Performer in the care of the Company Manager/Stage Manager; sent to the Performer's email address identified in this Contract; or sent to the Performer's last known address if Performer is not travelling or working away from their ordinary place of residence.
11. Unless the Performer otherwise advises in writing, the address for the service of notices under this Contract shall be the address of their agent. If the Performer is unrepresented, the Performer's address will be their contact address as specified in Part 1 of this Contract. Unless the Employer otherwise advises in writing, the address for the service of notices to the Employer under this Contract shall be the address of the Employer as specified in Part 1 of the Contract. Notices shall be in writing and may be hand delivered or sent by post or email.
12. One copy of this Contract signed by the Performer shall be retained by the Employer (a further copy will be retained for office procedures only); one copy signed by the Employer shall be retained by the Performer.
13. The Employer shall provide access to copies of the Safety Guidelines for the Entertainment and Events Industry to the Performer.

PART 3 – RULES OF THE THEATRE

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

APPENDIX A – SPECIAL CONDITIONS

GUIDANCE NOTE (DELETE THIS LATER): Any employment terms that are necessary for this employment but are not inconsistent with the terms of the Agreement can be included in the Special Conditions. Appendix A should be deleted if no Special Conditions are needed.

- 1.
- 2.