



Standard Contract of Service

Production, Box Office, Front of House and Arts Administration Employees

This contract is dated the _____ day of _____ 20_____

between _____ ("The Employer")
(name of employer)

of _____
(registered address)

and _____ (The Employee")
(name of Employee)

of _____
(ordinary place of residence)

Telephone No. _____ Emergency Contact No. _____

Name of Production (delete if not applicable) _____

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



1. CLASSIFICATION

The Employee will be engaged as a _____

as defined in the Live Performance Award 2010 as varied from time to time by Fair Work Australia

2. TYPE OF ENGAGEMENT

Engagement will be defined in the Live Performance Award 2010 as varied and any other award or agreement between the employer and the Media, Entertainment & Arts Alliance (MEAA)

- (i) Casual

- (ii) By the week
 - (a) full-time
 - (b) part-time at _____ hours/week

- (iii) Seasonally, for the specific period and or task up to and including: _____
 - (a) full-time
 - (b) part-time at _____ hours/week

NB. Four (4) of the paragraphs above [2(i), 2(ii)(a), 2(ii)(b), 2(iii)(a), or 2(iii)(b)] must be deleted and initialed.



3. COMMENCEMENT & ENGAGEMENT PERIOD

- (i) Date of commencement of engagement will be: _____
- (ii) Date of commencement of rehearsal (delete if not applicable): _____
- (iii) Date of opening performance (delete if not applicable): _____
- (iv) Date of closing performance (delete if not applicable): _____

4. LOCATION

- (i) Location(s) of Rehearsal(s): _____
 - (ii) Location(s) of Performance(s): _____
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5. CONDITIONS OF EMPLOYMENT

The conditions of employment shall be those as set out in Live Performance Award 2010 as varied and any other award or agreement between the employer and MEAA, including:

A. HOURS OF WORK

(i) Weekly Employees

- (a) Ordinary hours of work shall be 38 hours per week.
- (b) Ordinary hours may be worked on any of the days Monday through to and including Sunday between the hours of 7 am and 12 midnight. Provided that an employee engaged as a cleaner may be rostered to work ordinary hours between 12 midnight and 7 am and shall receive an additional loading of 20% of their ordinary hourly rate.



- (c) The number of ordinary hours to be worked on any day shall be a minimum of 4 hours and a maximum of 12 hours, to be worked in no more than 2 periods, each period to be continuous except as to meal hours occurring.
 - (d) Full time employees will be entitled to 2 rostered days off work for every period of seven days, which will be consecutive wherever reasonably possible, provided that such rostered days off may by agreement accumulate up to a maximum of 6 days.
- (ii) Seasonal Employees**
- (a) The minimum period of a seasonal contract shall be 2 weeks.
 - (b) Conditions of employment shall be those applying to weekly employees covered by the award.
- (iii) Part-time employees**
- (a) A minimum payment of not less than 4 hours pay shall be made for each period of work for which a weekly employee is rostered.
 - (b) Conditions of employment shall be those applying to weekly employees covered by this award.
- (iv) Casual Employees**
- (a) Ordinary hours of work shall be a minimum of 3 hours and a maximum of 8 hours per day. * MEAA is currently in negotiation with Live Theatre Employers to re-instate the industry standard of a 4 hour call for casual theatre industry employees.
 - (b) Ordinary hours may be worked on any of the days Monday through to and including Sunday between the hours of 7 am and Midnight.
 - (c) Casual employees may be required to work on a number of performances during an engagement.
 - (d) Where casual employees are required to work on the same day on at least 3 short performances, and there is a break between any 2 of the short performances of at least 2 hours, those employees shall be paid a minimum call for each such performance of 2 hours.
- B. OVERTIME**
- (i) Weekly Employees**
- (a) Work performed in excess of rostered daily hours - time and on half for the first 2 hours, double time thereafter.
 - (b) Work performed on a rostered day off - time and a half for the first 4 hours, double time thereafter.
 - (c) Work performed in excess of the weekly total of hours - time and a half.
 - (d) Work performed after a break in working hours prescribed to be worked consecutively or continuously - at the rate of time and a half.
 - (e) Part-time employees who perform work in excess of 38 ordinary hours per week - time and one half for the first 2 hours, double time thereafter.
- (ii) Casual employees**
- (a) Work in excess of 8 hours per day – time and a half for the first 2 hours, double time thereafter.
 - (b) Work in excess of 38 hours (excluding overtime worked and paid on a daily basis) in any one week – time and a half for the first four hours and double time thereafter.
- (iii) All employees**
- (a) All work performed between 12 a.m. and 7.00 a.m. (other than work performed by employees engaged specifically as cleaners) – double time.



- (b) An employee who works overtime on any day will be entitled to a break of ten hours before resumption of work on the following day. Should such an employee be required to resume work before the expiration of ten hours the employee will be paid at the rate of double time until the employee is released from duty for such period.

C. SUNDAYS AND PUBLIC HOLIDAYS

- (i) All work commenced on a Sunday shall be paid at double time, with a minimum payment of four hours.
(ii) All work done on Public Holidays shall be paid at double time, with a minimum payment of four hours.

D. OTHER CONDITIONS

- (i) Where an employee is detained at work until it is too late to travel home by the last train, tram or other regular public conveyance, the employer will provide proper conveyance to the employee's home for the employee so detained.
(ii) An employee will, wherever possible, be given 24 hours' notice that the employee is required to work all night after an evening performance.

6. ENGAGEMENT MONEYS

Negotiated Rate for 38 hours \$_____ per week

N.B. For the purposes of calculating overtime and penalties the negotiated rate is to be divided by 38 to reach the base hourly rate.

Regular Shift Penalties and/or Overtime (delete if not applicable):

_____ @ \$_____ per week
_____ @ \$_____ per week
_____ @ \$_____ per week

Total Rate \$_____ per week

N.B. The only overtime to be listed is that to be paid on a regular basis. All other overtime and penalties incurred must be paid in addition to the negotiated rate and listed loadings.

7. ALLOWANCES

Regular allowances provided for by the Live Performance Award 2010 to be paid weekly (delete if not applicable):

_____ @ \$_____ per week
_____ @ \$_____ per week
_____ @ \$_____ per week



8. TRAVEL ALLOWANCE

Where the employee is required to work away from his/her place of residence, the travel allowance provisions of Clause 14.5 of the Live Performance Award 2010 will apply.

9. SUPERANNUATION

The Employer will pay a superannuation contribution to the Media Super or other agreed fund on behalf of the Employee equivalent to that prescribed in Federal Government Superannuation Legislation of 9.25% per cent of the Employee's base rate of pay, provided that this requirement will not apply to persons employed within Australia who are normally resident outside Australia.

10. SPECIAL CONDITIONS

- (a) Any special conditions agreed upon by the Employee and the Employer will not be inconsistent with the terms of the Live Performance Award 2010.
 - (b) Any such conditions must be set out at the time that this contract is given to the employee for their consideration. These special conditions will then form part of the contract, and must be physically attached to this contract with both parties signatures.
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11. JURISDICTION

This contract is made and is subject to the Laws of _____ and the
(State or Territory)

Commonwealth of Australia.

12. GENERAL CONDITIONS

- (a) The terms and conditions of the Live Performance Award 2010 (the Award), and any other award or agreement binding on the employer and MEAA will apply and form part of this Agreement as if the same were written herein. In the event of any inconsistency between any term of this contract and the Award, the Award will prevail.
- (b) The Employee is engaged exclusively by the Employer and will not during the engagement work or otherwise exercise his/her talents for the benefit of any other company, institution or person without written consent and such consent will not be unreasonably withheld.



- (c) Termination of this contract will be in accordance with the Award.
- (d) A party may elect to continue performance of this contract notwithstanding any breach by the other party of any term or conditions of this contract and such performance will not constitute a waiver of any of the rights of the first party.
- (e) This contract may only be varied or modified in writing, signed by all the parties to the contract.
- (f) This contract is intended to reflect all prior understandings and, subject to subclause (a) of this clause above, when signed constitutes the totality of the agreement between the parties.
- (g) The negotiated rates stated in Part 6 herein is the rate agreed between the parties at the point of acceptance of the engagement and does not include any additional payments payable under the Award.
- (h) Except in the case of an emergency the producer will provide the Employee with a contract at least 21 days prior to the commencement date of the engagements as per clause 3 of this contract.

Unless there are reasonable grounds for not doing so the Employee will sign and return the contract within 14 days of receipt.

- (j) Notices concerning employees generally from the employer may be posted on the usual notice board or addressed to the Employee in the care of the stage-door keeper or sent to the Employee's last known address & will be held to be valid notices.
- (k) Unless the Employee otherwise advises in writing, the address for the service of notices under this contract will be the employee's contact address as specified in this contract. Unless the Producer otherwise advises in writing, the address for the service of notices under this contract will be the address of the Producer as specified in this contract. Notices will be in writing and may be hand delivered or sent by post, or facsimile transmission.
- (l) One copy of the Agreement duly executed by the Employee will be retained by the Employer (a further copy will be retained for office procedures only); one copy duly executed by the Employer will be retained by the Employee.

13. RULES OF THE THEATRE

- (a) The Employee will notify the company at the place of business specified in 12(k) of any change of address during the period of the contract.
- (b) The Employee will comply with the rules of the Theatre and/or Workshop at which the company may be rehearsing or performing, and with all lawful and reasonable rules of conduct made by the Employer in so far as such last-mentioned rules do not conflict with the terms of the contract, the Award, or any other properly registered industrial agreements binding on the employer.



For the Employer:

(signature)

(name – please print)

(position)

(date)

Witness:

(signature)

(name – please print)

For the Employee:

(signature)

(name – please print)

(date)

Witness:

(signature)

(name – please print)