

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA16/9

**TITLE:** Sydney Opera House Enterprise Agreement 2016 - 2019

**CASE NO:** 2016/00287888

**DATE APPROVED/COMMENCED:** 5 October 2016 / 5 October 2016

**TERM:** 33 months

**NEW AGREEMENT OR VARIATION:** New

**GAZETTAL REFERENCE:** Serial C8660

**NUMBER OF PAGES:** 61

**COVERAGE/DESCRIPTION OF EMPLOYEES:**

The agreement applies to all employees employed by the Sydney Opera House Trust located at Bennelong Point, Sydney NSW 2000, except Senior Executives and employees covered by the Crown Employees (Public Service Conditions of Employment) Award 2009.

**PARTIES:**

Sydney Opera House Trust-&-Media, Entertainment and Arts Alliance New South Wales

# Sydney Opera House Enterprise Agreement 2016 - 2019

<b>1.</b>	<b>Agreement Status</b>	<b>4</b>
1.1.	Title	4
1.2.	Parties	4
1.3.	Scope	4
1.4.	Duration	4
1.5.	Availability of Agreement	4
1.6.	No Further Claims	5
<b>2.</b>	<b>Strategic Context</b>	<b>5</b>
2.1.	Relationship with NSW Government	5
2.2.	Relationship between SOH & SOH Employees	5
2.3.	Promotion of Ongoing Employment	5
<b>3.</b>	<b>Partnership with the MEAA</b>	<b>6</b>
3.4.	MEAA Delegates and MEAA Business	6
3.5.	Access & Inspection	6
<b>4.</b>	<b>Employee Consultation &amp; Communication</b>	<b>7</b>
4.1.	Commitment to Consult and Communicate	7
4.2.	SOH Consultative Committee	7
4.3.	Department Consultative Committees (DCCs)	8
<b>5.</b>	<b>Future Change</b>	<b>8</b>
5.1.	Commitment to Consult & Communicate Through Future Change	8
5.2.	Managing Excess Employees	9
5.3.	No Financial Disadvantage	9
<b>6.</b>	<b>Dispute Prevention &amp; Resolution</b>	<b>9</b>
<b>7.</b>	<b>Performance, Training &amp; Development</b>	<b>10</b>
7.1.	Mutual Obligations	10
7.2.	Performance Review	10
7.3.	Managing Poor Performance & Conduct	11
<b>8.</b>	<b>Equal Employment Opportunity &amp; Anti Discrimination</b>	<b>11</b>
<b>9.</b>	<b>Job Share Arrangements</b>	<b>12</b>
<b>10.</b>	<b>Days of Religious Significance</b>	<b>12</b>
<b>11.</b>	<b>Work Health &amp; Safety</b>	<b>12</b>
11.1.	Commitments	12
11.2.	WHS Management Systems	12
11.2.1.	Organisation Responsibility & Accountability	12
11.2.2.	Consultative Arrangements	13
11.2.3.	Risk Assessment & Safe Work Procedures	13
11.2.4.	Injury Management & Rehabilitation	13
11.2.5.	WH&S Committee	13
11.2.6.	Emergency Procedures	13
11.2.7.	WH&S Training	14

11.3.	Safe Working Hours	14
11.4.	Care of Clothing & Personal Safety Equipment	14
12.	<b>Forms of Employment</b>	15
12.1.	Position Classification	15
12.3.	Term of Engagement	15
12.4.	Forms of Employment	16
12.5.	Role Evaluation and Remuneration	18
12.6.	Additional Employment	19
13.	<b>Hours of Work (Salaried Employees)</b>	20
14.	<b>Hours of Work &amp; Rostering (Waged Employees)</b>	21
14.1.	<b>Rostering Arrangements</b>	21
14.1.1.	Roster Consultation	21
14.1.3.	Personal Roster Requests (Long Term)	21
14.1.4.	Personal Roster Requests (Short Term)	22
14.1.5.	Roster Notification & Distribution	22
14.1.6.	Use of Rostering & Timekeeping System	24
14.1.7.	Adherence to Rosters	24
14.2.	<b>Roster Regulation</b>	24
14.2.1.	Hours of Work	24
14.2.2.	Hours per Roster Period	24
14.2.3.	Roster Multiples	25
14.3.	<b>Rostering Days Off</b>	25
14.3.5.	Single Rostered Day Off (34 Hour Rule)	25
14.3.6.	Two Consecutive Days Off	25
14.3.7.	Working on a Rostered Day Off	26
14.3.8.	Maximum Days & Hours Worked Before RDO Must Be Provided	26
14.3.9.	Work in Excess of 50 Hours / 7 Days	26
14.3.10.	Alternative to Rostering a Ninth RDO	27
14.4.	<b>Shift Regulations</b>	27
14.4.1.	Minimum and Maximum Shift Lengths	27
14.4.2.	Shift Inclusions (Change Time)	30
14.4.3.	Limits on Shift Lengths	30
14.4.4.	Number of Shifts Per Day	31
14.4.5.	Breaks Between Shifts	31
14.4.6.	Meal Breaks and Crib Breaks (Breaks)	31
14.5.	<b>Variation &amp; Cancellation of Shifts</b>	32
14.6.	<b>Additional Hours (By Mutual Agreement)</b>	34
15.	<b>Salaries and Wages</b>	34
15.1.	Payment of Wages / Salaries	34
15.2.	Pay Increases under this Agreement	34
15.3.	Rates of Pay	34
15.4.	Overpayments	35
15.5.	Underpayments	35
15.6.	Waiting Time	35
15.7.	Termination Payments	36
15.8.	Superannuation	36

15.9.	Salary Sacrifice	37
16.	Public Holidays	37
16.1.	Recognised Public Holidays	37
16.2.	Rostering on Public Holidays (Waged Employees)	37
16.3.	Working on Public Holidays (Salaried Employees)	38
17.	Penalties	38
17.2.	Monday to Saturday (Other than Public Holidays)	38
17.3.	Sunday (Other than Public Holidays)	40
17.4.	Emergency Planning & Response Group Employees	40
18.	Overtime	41
18.1.	Waged Employees	41
18.2.	Leave in Lieu of Payment for Overtime	46
18.3.	Salaried Employees	46
19.	Transport Arrangements	46
20.	Allowances	47
20.1.	Allowances (All Employees)	47
20.1.1.	Higher Duties Allowance	47
20.1.2.	First Aid Allowance	48
20.1.3.	Community Language Allowance	48
20.2.	Allowances (Waged Employees)	49
20.2.1.	Tool Allowance & Insurance	49
20.2.2.	Recording & Broadcast Allowance	50
20.2.3.	Appearance Money	50
20.2.4.	Costume Allowance	51
20.2.5.	Clothing Allowance	51
20.2.6.	Electrical Licence Allowance	51
20.2.7.	Forklift Licence Allowance	52
20.2.8.	Gantry Crane Licence Allowance	52
20.2.9.	Scaffolding/Rigging Allowance	52
20.2.10.	Reimbursement of Security Licence	52
20.2.11.	Additional Skills / Competencies Allowance	52
21.	Leave Entitlements	53
21.1.	Introduction	53
21.2.	Annual (Recreation) Leave	53
22.	Notice of Termination	56
23.	Signatories to the Agreement	58
	Schedule 1 – Base Rates of Pay	59
	Schedule 2 - Scaled Penalties	60
	Schedule 3 - Allowance Payment /Adjustment Schedule	61

## **1. Agreement Status**

---

### **1.1. Title**

This Agreement shall be known as the Sydney Opera House Enterprise Agreement 2016 - 2019 ('EA 2016').

### **1.2. Parties**

1.2.1. The 'EA 2016' is binding on:

- 1.2.1.1. Sydney Opera House Trust (SOH)
- 1.2.1.2. Media Entertainment Arts Alliance (MEAA)
- 1.2.1.3. NSW Department of Justice (Justice)
- 1.2.1.4. Employees of the Sydney Opera House Trust presently employed or subsequently engaged in positions to which this Agreement applies (Employees)

1.2.2. The Sydney Opera House Enterprise Agreement 2016 - 2019 covers all SOH employees except Senior Executives and employees covered by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

### **1.3. Scope**

1.3.1. This Agreement replaces the Sydney Opera House Enterprise Agreement 2013-2016 (as varied) and all previous Agreements with the MEAA.

1.3.2. Employees covered by this Agreement are employed in terms of the Government Sector Employment Act 2013, Government Sector Employment Regulation 2014 and Government Sector Employment Rules 2014, as amended ('GSE Legislation').

1.3.3. Where the above instruments are silent and a dispute arises it will be dealt with in accordance with the dispute resolution procedures set out in this Agreement. During the course of the resolution of such a dispute, the parties shall refer to the policies of the NSW Public Service and the NSW Public Sector Handbook and may refer to SOH Policies.

1.3.4. Any variation to this Agreement will be by mutual consent and will be confirmed in writing. Any such variation shall be referred to the SOHCC for consideration and endorsement and subsequently certified in the NSW IRC.

### **1.4. Duration**

1.4.1. The EA 2016 will take effect from the date of certification by the New South Wales Industrial Relations Commission and will expire on 30 June 2019.

1.4.2. The parties agree to present their respective claims for the next Enterprise Agreement (EA) with identified and prioritised key items no later than 9 months from the expiry date of this Agreement and to commence negotiation at least 6 months prior to the expiry date of this Agreement.

### **1.5. Availability of Agreement**

1.5.1. This Agreement will be made available to employees via the SOH Intranet within two weeks of certification by the NSW Industrial Relations Commission (IRC). New employees will be referred to the full document on the intranet.

- 1.5.2. Any employee may request a copy of this Agreement at any time during its life from Human Resources or Payroll.

## 1.6. **No Further Claims**

- 1.6.1. The parties agree that, during the term of this Agreement, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Agreement and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- 1.6.2. The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Agreement provisions.

## 2. **Strategic Context**

---

### 2.1. **Relationship with NSW Government**

The Sydney Opera House is operated and maintained for the Government of New South Wales by the Sydney Opera House Trust, which is constituted as a body corporate under the Sydney Opera House Trust Act 1961.

### 2.2. **Relationship between SOH & SOH Employees**

- 2.2.1. The Sydney Opera House will be recognised internationally as the best performing arts centre in which to work and the place where the best people work.
- 2.2.2. We will create a service oriented, innovative and dynamic workplace culture where people are valued and work together to achieve results.
- 2.2.3. Our people will be committed to the goals of the House and empowered to contribute constructively and creatively to their achievement in a workplace that supports learning, innovation, equity, safety and involvement.
- 2.2.4. The Sydney Opera House will be a workplace that respects and recognises the value of its people, both collectively and individually.
- 2.2.5. We will foster and reward creativity, loyalty, skills, career development and ambition and actively promote safety, welfare and morale for all employees.
- 2.2.6. We value a workplace where the importance of job satisfaction is clearly recognised and where the need to have fun is an important element in creating an environment which will inspire, motivate and retain the best people.

### 2.3. **Promotion of Ongoing Employment**

- 2.3.1. The Sydney Opera House understands the importance of security in employment for staff and the benefits of a loyal workforce.
- 2.3.2. The SOH will actively take measures to increase the degree of permanency and decasualisation at the Sydney Opera House, in line with commitments to ensure increased employment flexibility provided by employees.

- 2.3.3. Measures to increase the degree of permanency and decasualisation at the Sydney Opera House will be subject to the approval by the Executive of a supporting business case.

### **3. Partnership with the MEAA**

---

- 3.1. The SOH recognises the importance of its employees in the ongoing success of the SOH and its businesses and hence values the strong Media Entertainment & Arts Alliance as their representative.
- 3.2. We are committed to the continued development of our positive working relationship.
- 3.3. The MEAA supports the vision and goals of the SOH, and the business strategies and behaviours that underpin these goals, which aim to ensure the long term sustainability of the SOH and support the role it plays within the broader performing arts industry.

#### **3.4. MEAA Delegates and MEAA Business**

- 3.4.1. An employee appointed by the MEAA as a union delegate, after notification to the SOH, will be recognised as an accredited representative of the MEAA and will be allowed the necessary time during working hours to conduct the business of a delegate. This includes attendance at meetings with representatives of the SOH on behalf of those members the delegate represents.
- 3.4.2. The MEAA will supply the Chief Executive or their nominee with an accurate and up to date list of current approved delegates and co-delegates of the MEAA at the SOH including variations as they occur from time to time.
- 3.4.3. As far as practicable, union delegates will notify their immediate supervisor of the necessity to leave their respective work station, or be absent from work, for the purpose of conducting union related business during working hours.
- 3.4.4. The delegate, in the interest of confidentiality, is under no obligation to divulge the nature of the union business.
- 3.4.5. All employees who are members of the MEAA will be permitted to attend up to two paid meetings of the MEAA in each calendar year during working hours without loss of pay, provided that prior approval is given to an official of the MEAA by the Chief Executive or his/her nominee.
- 3.4.6. Each quarter, the SOH will supply the MEAA with a list of names and departments of all new employees covered by this Agreement, subject to appropriate privacy considerations.
- 3.4.7. While the parties recognise that union membership at the SOH is voluntary, the management of the SOH recognises the importance of the MEAA to the business and will provide an opportunity for the MEAA to advise employees of the benefits of membership of the MEAA. The MEAA shall be invited to participate in any formal group induction process.

#### **3.5. Access & Inspection**

- 3.5.1. The MEAA will have the right of entry and inspection of various documents as provided for under the Industrial Relations Act 1996 (NSW) (as amended).
- 3.5.2. The SOH recognises this legislative right and will not hinder the MEAA in carrying out of these inspections.

- 3.5.3. In carrying out these inspections, the MEAA will not intentionally hinder or obstruct an employee or employer in the performance of duties.

## **4. Employee Consultation & Communication**

---

### **4.1. Commitment to Consult and Communicate**

- 4.1.1. The Sydney Opera House is committed to consulting with its employees and seeking and considering their feedback through timely, comprehensive and responsible communication in relation to the future direction of the SOH business, related operational plans and service standards and any impact upon conditions of employment and other employment related matters.
- 4.1.2. The SOH is committed to talking to employees and their representatives about workplace matters affecting them.
- 4.1.3. The SOH is also committed to sharing information and providing employees with the opportunity to be involved in workplace issues affecting them.
- 4.1.4. Key decisions from relevant committee meetings affecting the workplace will be distributed using the intranet and posted on staff noticeboards.
- 4.1.5. The SOH and MEAA are committed to improving the communication of related information to all those working at the SOH.
- 4.1.6. The SOH and MEAA are committed to ensuring all employees are aware of the consultative mechanisms and the detail of this Agreement.

### **4.2. SOH Consultative Committee**

- 4.2.1. The SOHCC will consist of the Chief Executive, Directors or Managers on an as needed basis, the Director, People & Culture, the Convenors of Delegates, and, as appropriate, MEAA Officers.
- 4.2.2. The SOHCC will have specific regard for the following issues:
- 4.2.2.1. unresolved WHS matters;
  - 4.2.2.2. the implementation and/or interpretation of the 'EA 2016';
  - 4.2.2.3. matters arising from workplace change;
  - 4.2.2.4. unresolved matters referred from the Departmental Consultative Committees (as varied);
  - 4.2.2.5. unresolved matters referred from the Convenors of MEAA Delegates;
  - 4.2.2.6. any issues which may impact the SOH; and
  - 4.2.2.7. any proposed variation to this Agreement.
- 4.2.3. The SOHCC will determine its operational arrangements, including the nomination of a Chairperson, and the requirement to meet a minimum of at least four times a year, or more frequently if required.
- 4.2.4. The SOHCC shall be able to make decisions which will be binding on employees and management, providing those decisions are not inconsistent with the provisions of the Sydney Opera House Enterprise Agreement 2016. The SOHCC is obliged to consider any relevant New South Wales Government legislation and decisions of the Sydney Opera House Trust.



- 4.2.5. Meetings of the SOHCC will be scheduled whenever possible when employee representatives are scheduled to work. Where this is not the case the employee may attend on overtime for the duration of the meeting or any other time as provided for by the Chief Executive.

**4.3. Department Consultative Committees (DCCs)**

- 4.3.1. Each DCC will consist of up to three staff representatives from each department, and up to three management representatives from each department, a representative from Human Resources and an MEAA official on an as needed basis. Where necessary representation may be increased.
- 4.3.2. The DCCs will have specific regard for the following:
- 4.3.2.1. the effective implementation of this Agreement in the relevant areas
  - 4.3.2.2. the promotion of ongoing employment
  - 4.3.2.3. issues associated with workplace change and development
  - 4.3.2.4. implementation of learning/training strategies in respective departments.
- 4.3.3. All DCC representatives will have access to training on conflict management and mediation.
- 4.3.4. Meetings of the DCCs will be scheduled whenever possible when employee representatives are scheduled to work. Where this is not the case the employee may attend on overtime for the duration of the meeting, or any other time as provided for by the appropriate Director.

## **5. Future Change**

---

**5.1. Commitment to Consult & Communicate Through Future Change**

- 5.1.1. Should the SOH determine the need for major changes which will have a significant impact on the terms and conditions of employment or future prospects of employees, including any proposal to contract the work currently performed by SOH employees to an external employing entity, the SOH will enter into discussions with the affected employees and the MEAA at the earliest possible opportunity. Discussions will focus on constructive means for managing such changes and minimising their adverse impact. Concerns that must be genuinely considered for the purposes of this clause are Work Health Safety, Workplace Productivity and Employee Job Security. Due regard will be given to the issues raised by all parties.
- 5.1.2. For the purpose of facilitating productive discussions, the SOH will provide all relevant information on the proposed changes and their impact on employment to the affected employees and the MEAA. However, the SOH will maintain its legal obligations in relation to employees' rights of privacy, commercial in confidence matters and matters contrary to the interests of the SOH. Each and any proposal for major change at the SOH will be referred to the SOHCC.
- 5.1.3. Proposed changes in conditions of employment and practice contained within this Agreement or significant changes in workplace practice will also be referred to the SOHCC for consideration. This does not preclude the use of Departmental or other consultation processes prior to reference to the SOHCC.
- 5.1.4. The parties to this Agreement agree to work together to realise the benefits of more flexible working arrangements contained within this Agreement.

## **5.2. Managing Excess Employees**

- 5.2.1. Ongoing and eligible temporary employees who are declared excess to requirements through organisational change will be managed in accordance with the Government Sector Employment Act 2013 and related Regulation and Rules (as amended), the NSW Public Sector Managing Excess Employees Policy (as amended) and any related Premier's Circulars which are available at [www.dpc.nsw.gov.au](http://www.dpc.nsw.gov.au).
- 5.2.2. The Human Resources Department will advise those employees subject to organisational change on the impact and application this policy has on their employment.

## **5.3. No Financial Disadvantage**

- 5.3.1. Employees declared excess to requirements as provided in clause 5.2 as a result of organisational change, will be entitled to salary maintenance in the form of a 'No Financial Disadvantage (NFD)' allowance.
- 5.3.2. The NFD Allowance will be provided for in accordance with section 6.4 of the NSW Public Sector Managing Excess Employees Policy (as amended) and acts as 'top up' to employees' wages where they are placed in positions of lower remuneration, either temporarily or permanently, to a cumulative maximum of 3 months.
- 5.3.3. The amount of the NFD allowance will be calculated by comparing the annual base salary prior to the relevant change, to the new rates applicable following that change. If there is a decrease, then NFD will be paid by way of an allowance which will be considered salary for all purposes and will decrease as general salary increases scheduled in this Agreement are applied.
- The NFD Allowance will specifically not apply in the following circumstances:
- Where an employee voluntarily chooses to apply for a position at a lower base rate of pay not associated with a restructure.
  - Where scaled penalty rates are adjusted annually as provided for in this Agreement.

## **6. Dispute Prevention & Resolution**

---

- 6.1.1. The SOH executive and managers will ensure all employees have access to fair and effective conflict, dispute and grievance resolution processes.
- 6.1.2. In the event that any issue cannot be resolved informally and promptly at the local or departmental level, the matter will be addressed in accordance with the following processes:
- 6.1.2.1. at any stage an employee has the right to be represented by an MEAA representative or a person of their choice, if they wish;
  - 6.1.2.2. the employee shall first seek to discuss the matter with his/her immediate supervisor;
  - 6.1.2.3. if not settled, the matter shall be further discussed between the employee and the manager of his or her Department;
  - 6.1.2.4. if the employee considers the matter to be of a special, serious or confidential nature, it can be discussed with the Manager, Human Resources, at any time;
  - 6.1.2.5. in the event that the matter is still not resolved, it will be referred to the employee's Director, Chief Executive or the executive team for consideration and resolution;

- 6.1.2.6. by agreement between the interested parties the matter may be referred to a mutually acceptable independent third party for mediation;
- 6.1.2.7. if the conflict, dispute or grievance remains unresolved and all internal processes have been exhausted, either party may refer the matter to the NSW IRC for assistance in resolving the conflict, dispute or grievance;
- 6.1.2.8. where the above procedures are being followed, work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this clause;
- 6.1.2.9. if the matter involves a genuine work health safety issue, work in the work area may be temporarily suspended until the issue is resolved.

## **7. Performance, Training & Development**

---

### **7.1. Mutual Obligations**

- 7.1.1. The Sydney Opera House is committed to ensuring that the performance of its people is effectively managed. SOH recognises the critical importance of having an effective workforce on the basis of achieving its strategic goals.
- 7.1.2. All staff are expected to undertake the duties for which they are employed.
- 7.1.3. All staff are entitled to ongoing continuous feedback from their Manager/Supervisor about their performance.
- 7.1.4. Exceptional performance is encouraged and recognised by the Sydney Opera House.
- 7.1.5. All staff members can expect clear information about the strategic direction of the organisation and the implications and expectations for their specific role.
- 7.1.6. All staff can expect to have their work performance effectively managed.
- 7.1.7. Supervisors may only direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training and within the scope of the position description except as outlined in clause 7.1.8.
- 7.1.8. For training and development opportunities only, the supervisor may request an employee to perform duties beyond their competence.

### **7.2. Performance Review**

- 7.2.1. Each employee will have a performance review with their supervisor using the SOH performance review process.
- 7.2.2. In performance reviews, the supervisor will provide constructive feedback on and proportionate recognition of the employee's performance as agreed in the most recent performance plan.
- 7.2.3. In a performance reviews, the supervisor and employee will agree on a performance plan and expectations, the employee's development and training needs, and undertake the respective obligations to fulfil these needs.
- 7.2.4. Throughout each year, each employee and their supervisor will regularly discuss progress on the employee's performance and training and development plans, and make any necessary amendments to those plans.

### **7.3. Managing Poor Performance & Conduct**

- 7.3.1. The SOH and MEAA are committed to dealing with matters of inappropriate conduct and poor job performance in a fair, equitable, responsible and legal manner.
- 7.3.2. SOH is committed to providing Managers and Supervisors with practical guidance on how to deal with inappropriate conduct and poor job performance, in a consistent, fair and thorough manner.
- 7.3.3. The MEAA is committed to the management of employee performance and conduct in line with policy and procedure and assisting in the resolution of matters at an early stage.
- 7.3.4. SOH is committed to assisting employees meet appropriate performance standards and conduct by identifying poor performance and inappropriate conduct issues and taking action to resolve matters at an early stage in line with policy and procedure.
- 7.3.5. All employees will be given the opportunity to respond to and improve their performance and conduct, through management support and, where applicable training.
- 7.3.6. An employee may seek the assistance of the MEAA where their performance or conduct is being managed under this clause.

## **8. Workforce Diversity & Anti Discrimination**

---

- 8.1. The SOH is committed to implementing the principles of workforce diversity for all current and future staff. This will be achieved by:
  - 8.1.1. applying the merit principle in all recruitment and promotion processes;
  - 8.1.2. eliminating harassment and discrimination against staff; and
  - 8.1.3. training and development of staff.
- 8.2. It is the intention of the parties to this Agreement to achieve principles consistent with the Anti-Discrimination Act 1977 (NSW) (as amended) by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 8.3. Accordingly, in fulfilling their obligations under this Agreement, the parties will make every endeavour to ensure that neither the provisions of this Agreement nor their operation are directly or indirectly discriminatory in their effects.
- 8.4. Nothing in this clause is to be taken to affect:
  - 8.4.1. any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
  - 8.4.2. any employee, employer or registered organisation, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Australian Human Rights Commission and Anti-Discrimination Board of NSW.
- 8.5. Further details are contained in relevant Sydney Opera House plans available on the SOH intranet.

## **9. Job Share Arrangements**

---

SOH may make job share arrangements available to full-time or part-time employees conditional on operational requirements being met and ability to recruit suitable candidates to fulfil the remaining hours of the position.

## **10. Days of Religious Significance**

---

- 10.1. The SOH will not compel an employee to work on a day or days which are of religious significance observed by a recognised organisation to which the employee belongs, provided that an employee advises the SOH of such a day at least two weeks prior to its occurrence.
- 10.2. If insufficient notice is given by an employee who works to a roster and the change cannot be accommodated, then the employee may use any available leave credits to cover an absence on such days.

## **11. Work Health & Safety**

---

### **11.1. Commitments**

- 11.1.1. Sydney Opera House and its employees are committed to improving the work health and safety (WHS) performance of the SOH via a consultative process.
- 11.1.2. The SOH will work with all our business partners and MEAA to assist them to comply with WHS legislation and SOH WHS standards.

### **11.2. WHS Management Systems**

The vehicle for improving WHS is the Safety Management System (SMS) which defines responsibilities across the organisation. The SMS will contain a number of WHS elements, including, but not limited to the clauses listed below:

- 11.2.1 - Organisation Responsibility & Accountability
- 11.2.2 - Consultative Arrangements
- 11.2.3 - Risk Assessment & Safe Work Practices
- 11.2.4 - Injury Management & Rehabilitation
- 11.2.5 - WHS Consultation
- 11.2.6 - Emergency Procedures
- 11.2.7 - WHS Training

#### **11.2.1. Organisation Responsibility & Accountability**

- 11.2.1.1. WHS actions, responsibilities and accountabilities for Trust, executive, managers / supervisors and employees are will be clearly defined and integrated into a full range of appropriate organisational systems and procedures.
- 11.2.1.2. This will include WHS related key performance indicators being included in performance plans for all staff.

#### 11.2.2. **Consultative Arrangements**

- 11.2.2.1. Consultation is a legal requirement and an essential part of managing health and safety risks. Elected Health & Safety Representatives (HSR) use their knowledge and experience to help to identify safety hazards and risks and assist in finding and communicating practical solutions. The primary role of the HSR is to facilitate the flow of information between the Opera House management and the workers of the work group.

#### 11.2.3. **Risk Assessment & Safe Work Procedures**

- 11.2.3.1. Risk assessments will be undertaken in all areas of the SOH, in particular for activities where significant risks have been identified.
- 11.2.3.2. All people working at the SOH will work with Sydney Opera House safety team to ensure these are completed.
- 11.2.3.3. Specifically risk assessments will be required for all incoming productions at the SOH.
- 11.2.3.4. Safe Work Procedures will be available to employees to guide the performance of their duties in a safe manner.
- 11.2.3.5. All employees will be proactive in creating a safe work environment and take personal responsibility for working safely, including reporting incidents and hazards in accordance with established incident reporting systems as soon as reasonably practicable.

#### 11.2.4. **Injury Management & Rehabilitation**

- 11.2.4.1. All work related injuries and illness must be reported immediately to management and in accordance with established incident reporting systems. The Injury Management program ensures efficient and effective injury management for all employees.
- 11.2.4.2. In particular the SOH is committed to ensuring that appropriate and meaningful alternate duties are found to allow for the timely return to work of all injured employees in line with the NSW Workers Compensation Act 1987 (as amended).

#### 11.2.5. **WHS Consultation**

- 11.2.5.1. Notwithstanding the consultative and communication mechanisms within the organisation (as mentioned above), the SOH recognises the importance of WHS Consultation and is committed to the due and regular consideration of the elected Health and Safety Representatives recommendations.
- 11.2.5.2. Bi-monthly meetings will be held with HSRs and the management sponsor. Meeting dates will be mutually agreed to by the HSRs and the Manager. Records of the meetings will be kept in accordance with the NSW WH&S legislation (including regulations and codes of practice made under that legislation)

#### 11.2.6. **Emergency Procedures**

- 11.2.6.1. The parties are committed to ensuring an annual review of emergency procedures and regular testing of these procedures through regular evacuation drills and other scenario testing, the nature and timing of which will be notified to the MEAA.
- 11.2.6.2. SOH and the MEAA are committed to ensuring these occur with the active participation of presenters and other business partners.

#### 11.2.7. **WHS Training**

- 11.2.7.1. The SOH and MEAA are committed to continuing a broad range of the WHS training, including induction, risk management, injury management, evacuation and safe working procedures.
- 11.2.7.2. SOH is committed to inducting its staff and the staff of its business partners, within the first 24 hours of commencing work at the SOH, on appropriate safety procedures.
- 11.2.7.3. SOH will involve our business partners in such training programs.
- 11.2.7.4. The SOH invites MEAA to assist in the identification of WHS training needs and where appropriate develop and co-deliver training programs in cooperation with the SOH.

#### 11.3. **Safe Working Hours**

- 11.3.1. The SOH is committed to ensuring work health and safety is a key consideration in the planning of employee working hours and patterns.
- 11.3.2. The SOH will continue to work together with presenters and the MEAA to ensure working hours of SOH staff adequately balance employee lifestyle, workplace safety and customer service expectations.

##### 11.3.3. Management of Fatigue

- 11.3.3.1. The SOH and the MEAA are committed to the management of employee fatigue. The parties recognise that fatigue management is a complex issue requiring considerable research; expertise; financial analysis; cultural and business change; and consultation with a broad selection of internal and external stakeholders. The SOH in-principle supports a review of its practices, an update to its fatigue management policy and consultation with the MEAA on key performance indicators (KPI) arising out of a reviewed policy. The SOH is committed to:
  - Seeking approval from the Executive Team on an updated Fatigue Management Policy by February 2017, following consultation with a broad group of SOH staff, including representatives from MEAA delegates.
  - Developing key performance indicators arising from this revised fatigue management policy over the term of this agreement. The SOH will involve a staff consultation group in the development of these measures, which will include representatives from MEAA delegates.

#### 11.4. **Care of Clothing & Personal Safety Equipment**

- 11.4.1.1. The SOH is committed to providing clothing and personal protective equipment where this is assessed as being required through normal SOH risk management processes and/or by law.
- 11.4.1.2. Employees provided with clothing and personal protective equipment by the SOH will be responsible for their safe-keeping and will be required to recompense the SOH for the cost of replacing any item should it be damaged or lost due to gross negligence or theft by the actual employee.
- 11.4.1.3. The value of such clothing and personal protective equipment will be calculated by allowing for depreciation of 20% per annum.

## **12. Forms of Employment**

---

### **12.1. Position Classification**

The Sydney Opera House will classify each position covered by this Agreement as either a 'waged' or 'salaried' position. This classification can occur at any level of the organisation and will be based on the specific work requirements of each position.

#### **12.1.1. Waged Positions**

12.1.1.1. Waged positions have their hours rostered, as provided for in clause 15 (Hours of Work & Rostering – Waged Employees).

12.1.1.2. In addition to base rates of pay, waged employees may attract penalties, overtime and allowances as part of their standard conditions of employment as provided for in this Agreement.

#### **12.1.2. Salaried positions**

12.1.2.1. Salaried Employees work a flexible pattern of hours to achieve the position's business requirements as provided for in clause 14 (Hours of Work Salaried Employees).

12.1.2.2. Salaried positions are compensated in full for all hours worked. Rates of pay are all inclusive of penalties, overtime and leave loading. Salaried Employees may attract a limited range of allowances provided for in this Agreement.

12.2. Upon engagement to any role, the SOH will provide all employees covered by the terms of this Agreement with a letter of offer providing the terms and conditions of their employment consistent with this Agreement.

### **12.3. Term of Engagement**

12.3.1. All employees are engaged as either ongoing, temporary or casual employees.

12.3.2. Ongoing employees are engaged on either a full-time or part-time contract on an ongoing basis.

12.3.3. Temporary Employees are engaged on either a full-time or part-time contract basis for a fixed term ranging from a minimum of four weeks to a maximum of three years in duration, except for employees engaged on flexible time contracts where a minimum duration of 12 months will apply or lesser period as provided for in clause 12.4.3.4 (Flexible Time Contracts).

12.3.3.1. An employee whose temporary contract expires and who is immediately re-engaged on a new temporary contract without a break in employment will be considered to have continuous employment for the purpose of carrying over leave entitlements.

12.3.3.2. The SOH will assess the employment history of temporary employees (except where the employee has been engaged on a specifically limited project or performance contract), to determine their eligibility for at-level conversion to ongoing employment as provided for in the GSE legislation (as amended). This will consider the employee's method of engagement, their qualifications, experience, standard of work performance and capabilities to perform the duties of the role to which they may be assigned to on an ongoing basis. Where these requirements are met, and subject to the approval by the Executive of a supporting business case as prescribed by clause 2.3 of this agreement, the SOH will act to convert the employee to ongoing employment. Where the number of 'eligible temporary employees' exceeds the roles available for ongoing employment, an internal merit selection will be followed to determine the employee for whom conversion may occur.



12.3.4. Casual Employees are engaged by the hour as provided for in clause 12.4.4 (Casual Employment)

## 12.4. **Forms of Employment**

### 12.4.1. **Full-Time Employment**

12.4.1.1. Full-Time Salaried employees contracts are based upon 40 *ordinary* hours per week averaged over a 12 week period, however salaries provide for work up to 50 hours per week, on average, over a seven day period.

12.4.1.2. Full-Time Waged employees are engaged for an average of 38 ordinary hours per week and are rostered for 152 ordinary hours in each four week roster cycle.

### 12.4.2. **Part-time Employment**

12.4.2.1. Part-time employees will be engaged for a fewer number of hours than full time employees in the same classification.

12.4.2.2. Part-time employees will be paid at the standard hourly rate for their classification and all entitlements will be calculated on a pro rata basis.

12.4.2.3. Part-time salaried employees will be engaged for a fewer number of hours than a full time salaried employee.

12.4.2.4. Part-time waged employees are contracted for a minimum number of ordinary hours of work between 48 and 140 hours in each four week roster period. These minimum contracted hours may only be varied by mutual agreement and any variation will come into effect at the commencement of a four week roster period. *Refer clause 14.6 (Additional Hours (By Mutual Agreement))*

12.4.2.5. By mutual agreement, part-time waged employees may work additional hours at ordinary rates up to the full-time ordinary hours for an employee in the same classification and these hours will accrue additional sick, recreation and extended leave on an hourly basis. *Refer clause 14.6 (Additional Hours (By Mutual Agreement))*

### 12.4.3. **Flexible Time Contracts**

12.4.3.1. Flexible-time employment is a form of employment where employees are contracted for a guaranteed minimum number of ordinary hours annually, or shorter contract term.

12.4.3.2. The minimum number of ordinary hours will be agreed upon engagement and may only be varied by mutual agreement.

12.4.3.3. The range of ordinary hours offered under this form of employment is:

- a) in Production Services – a minimum of 1,300 per annum (equivalent to 25 average hours per week) and a maximum of 1,716 per annum (equivalent of 33 average hours per week); and
- b) in All Other Departments – a minimum of 624 (equivalent to 12 average hours per week) and a maximum of 1,716 per annum (equivalent of 33 average hours per week).

12.4.3.4. The term of a flexible time contract will generally be not less than 12 months. However contracts of between 6 and 12 months duration, may be mutually agreed, to align all contracts to a common start or end date, or to replacement existing flexible time contracts that have ended prior to their nominal expiry. In these circumstances, the range of ordinary hours offered will be pro-rated accordingly.

- 12.4.3.5. By mutual agreement, additional hours above the contract minimum may be worked at ordinary rates up to full-time ordinary hours. If any such additional hours are worked then additional sick, recreation and extended leave will accrue on an hourly basis.
- 12.4.3.6. A flexible time employee will be paid the standard hourly rate for the relevant classification, and all entitlements will be calculated on a pro-rata basis.
- 12.4.3.7. A flexible time employee will be paid their guaranteed minimum hours and any hours worked beyond the guaranteed minimum each pay period and will have the choice of electing to have these hours paid under the following options.
- a) Option A - paid as they are worked, or
  - b) Option B - averaged over the contract term for each pay period. Employees choosing Option B who complete their minimum guaranteed hours before the end of the contract period will be paid any monies owing as a lump sum, with tax deducted as if earned over the course of the contract.
- 12.4.3.8. Overtime will be paid as worked in accordance with clause 18 (Overtime) of this agreement, and does not form part of a flexible time employee's guaranteed minimum hours.
- 12.4.3.9. Flexible time employees are required to make themselves available to work the minimum contract hours, in the pattern indicated to them at the commencement of the contract. SOH will endeavour to advise the expected roster pattern 3 months in advance. A flexible time employee who has been reasonably available to work and has not been rostered to work the guaranteed hours over the fixed term arrangement will be paid for any such unworked hours.
- 12.4.3.10. Where a flexible time employee resigns before the completion of the annual balancing period or fixed term arrangement, and has been paid for hours which have not been worked, the Trust will mutually agree with the employee to a work plan to ensure the fulfilment of these hours or, alternatively, may withhold from monies due to the employee the value of the unworked hours.
- 12.4.3.11. The Sydney Opera House will ensure that detailed guidelines for the operation of flexible time contracts will be made available on the SOH Intranet or as requested by an employee. Further information will be provided by Human Resources upon request.
- 12.4.3.12. Review of Flexible Time Contracts The parties agree to conduct a review of the implementation of flexible time contracts that have occurred across the organisation in the 12 months following certification to ensure their satisfactory implementation in line with this agreement..
- 12.4.3.13. The review will take place with SOH and MEAA representatives under agreed terms of reference. A report on findings and recommendations for any corrective actions will be issued to staff. All corrective actions taken will be by mutual agreement between MEAA and SOH.
- 12.4.4. **Casual Employment**
- 12.4.4.1. Casual employees will be engaged by the hour for up to a maximum of 152 ordinary hours per 4 week roster period.
- 12.4.4.2. Casual employees will be paid at the standard base hourly rate for their classification and all entitlements will be calculated on a pro rata basis.
- 12.4.4.3. Casual employees will be paid a loading of 23.3%, for all hours worked (except as otherwise provided for in this Agreement); in lieu of recreation leave, sick leave, annual leave loading, being rostered off on public holidays, and to compensate for the lack of access to notice and severance upon termination, the nature of employment by the hour and reduced access to

training opportunities. This rate does not include Long Service Leave which is provided for separately in this Agreement and under legislation.

- 12.4.4.4. Where a casual employee is paid a penalty of 100% or more, the casual loading is absorbed into this higher rate.

#### Casual Conversion

- 12.4.4.5. A casual employee who has performed the same role on a regular and systematic basis for at least two years and whose regular hours over that period fall within the range of hours that may be offered under a Flexible Time Contract (as set out in clause 12.4.3 of this Agreement), may request in writing that their employment be converted to Flexible-time employment.

- 12.4.4.6. For the purposes of clause 12.4.4.5 above, a casual employee who has:

- a) been unavailable for work for more than twelve weeks in total during the qualifying period; or
- b) had a break between periods of work of eight weeks or more;

will not have performed the role on a regular and systematic basis unless the period of unavailability or break in employment is a consequence of their illness or carer's responsibilities.

- 12.4.4.7. A casual employee can only make a request under clause 12.4.4.5 within six months of the commencement of this Enterprise Agreement; or within six months of becoming eligible to do so.

- 12.4.4.8. SOH will agree to a request under clause 12.4.4.5 unless it has reasonable operational reasons for rejecting the request, such as there being a reasonable likelihood that the availability of work will cease to exist in the foreseeable future. In these circumstances, Human Resources will advise the employee of the outcome and reasons for this decision. Any disputed applications will be addressed through the Dispute Prevention and Resolution procedure of this Agreement.

### **12.5. Role Evaluation and Remuneration**

- 12.5.1. Base remuneration will be established through the analysis of role descriptions using the Mercer Cullen Egan Dell (CED) Job Evaluation system. This base rate is the amount on which all percentage payments are applied (on a non compounding basis) and other payments are added.

- 12.5.2. Each position within the organisation structure must have a complete and up to date role description that clearly articulates role expectations, skill and capability requirements, reporting arrangements, accountabilities and responsibilities.

- 12.5.3. Role descriptions will be analysed using the Cullen Egan Dell (CED) Job Evaluation system to determine relative worth of positions. The CED system expresses the worth of a position in 'Work Value Points'. The number of points assigned to each position will be based on role requirements for knowledge, experience, role breadth, interpersonal skills, the structure of work, reasoning, accountability and responsibility.

- 12.5.4. Where the MEAA raises concerns about the job evaluation outcome, the parties will enter into discussion in accordance with clause 6 (Dispute Resolution).

## 12.6. **Additional Employment**

This clause provides for the employment by the SOH of an employee in another form of employment than that in which they are primarily employed or initially engaged; and for the employment of SOH employees outside the House.

### 12.6.1. **Employees Working in Multiple Classifications within SOH**

- 12.6.1.1. The SOH recognises that employees may hold multiple classifications of employment within SOH.
- 12.6.1.2. Requests for access to secondary or further employment are made at the request of the employee. All requests must consider the reasonable availability of an employee to fulfil the requirements of each of the positions.
- 12.6.1.3. Where any employee holds separate roles, the primary role will be the position that offers the most hours of work or where hours are equivalent the position that offers the highest rate of pay per hour.
- 12.6.1.4. Employees who hold more than one contract of employment with SOH shall have each position stand alone for the purposes of payment including all payment of ordinary hours, overtime and penalties. Employees working in multiple roles cannot claim payment of the same allowance across different roles.
- 12.6.1.5. Where an employee works in multiple roles under this clause they can be rostered to work a maximum of two separate shifts in any single day.
- 12.6.1.6. For the purposes of clause 12.6.1.5 above, Front of House Attendants only may work a 'split shift' within their classification, as provided for in clause 14.4.4.2 (*Number of Shifts Per Day*), and these will constitute two shifts for the purposes of this clause.
- 12.6.1.7. Employees who hold multiple roles and are identified as regularly working more than 50 hours per week may be asked to relinquish hours in order that they work reasonable hours with regard to health and safety concerns. The employee will then be asked to decide which of their hours they wish to relinquish.
- 12.6.1.8. Where an employee does not decide which hours to relinquish the rosterer will reduce hours in the position which offers either the least amount of hours or lowest hourly rate.

### 12.6.2. **Secondary Employment**

- 12.6.2.1. Section 5-9 of the NSW Government Personnel Handbook and the SOH Code of Conduct provides that any employee of the SOH who seeks employment outside the SOH must make an application in writing to the Chief Executive for approval.
- 12.6.2.2. The Director, People and Culture will assess and respond to completed applications within 14 days of receipt. Applications are to be made by completing and submitting the *SOH 'Application For Secondary Employment'* form available from Human Resources and located on the SOH Intranet.
- 12.6.2.3. Approval will only be granted in accordance with the Government Sector Employment Regulation 2014, the SOH Code of Conduct and the SOH Additional Employment Policy.

## 13. Hours of Work (Salaried Employees)

---

- 13.1.1. Salaried Employees work a variable pattern and number of hours which may be of an extended duration or outside normal business hours. Hours are worked as required to achieve the positions agreed work plans and goals established through discussion with the position's Supervisor.
- 13.1.2. While full-time salaried employment contracts are based upon 40 *ordinary* hours per week averaged over a 12 week period (as provided for under the NSW Industrial Relations Act 1996), remuneration is established on the market practice of working hours up to a total of 50 hours per week, on average, over a seven day period.
- 13.1.3. The parties acknowledge that the nature of the business requires the working of irregular hours during busy periods. Managers will ensure that workloads are reasonable and that salaried employees manage their hours of work to ensure excessive hours are not worked over an extended period.
- 13.1.4. No formalised 'hour for hour' time off in lieu (TOIL) arrangement will operate other than provided for in clause 13.1.6 (*Managing Excessive Hours*).
- 13.1.5. Salaried employees are remunerated on a per annum basis and paid fortnightly. Base earnings include full compensation for penalties, overtime and leave loading and salaried employees may attract a limited range of allowances provided for in this Agreement.
- 13.1.6. Managing Excessive Hours
  - 13.1.6.1. Excessive Hours are defined as work in excess of 50 hours per week over an extended period.
  - 13.1.6.2. The parties are committed to ensuring appropriate time off is provided within eight weeks of an employee working excessive hours.
  - 13.1.6.3. Where excessive hours are worked, time off in lieu (TOIL) will be provided on an hour for hour basis and will be worked out within individual departments, between managers and affected employees. In doing so, consideration will be given to managing work health and safety, Departmental staffing levels and ensuring employees have sufficient time away from work to achieve a balanced lifestyle.
  - 13.1.6.4. Where individual employees or work areas believe excessive hours are being worked over an extended period, they may request that a formalised TOIL arrangement be implemented. In these circumstances an employee's security card will be activated as a swipe card for the only purpose of recording hours worked on the timekeeping (Payglobal) system. This may result in closer monitoring or prescription of hours of work.
  - 13.1.6.5. Any employee who believe that they are not given sufficient recompense for excessive hours worked, should seek the intervention of the Director, People & Culture who will analyse the working hours of the employee and rectify the issue. Should this not be resolved to the satisfaction of the employee, they may seek to resolve the matter through the Dispute Prevention and Resolution procedure (Clause 6).

## **14. Hours of Work & Rostering (Waged Employees)**

---

### **14.1. Rostering Arrangements**

#### **14.1.1. Roster Consultation**

- 14.1.1.1. Rosters will be established to meet the labour demand requirements of SOH's business, customers and the needs of our employees in relation to family responsibilities, educational commitments or urgent personal matters.
- 14.1.1.2. In moving from one roster period to the next, the SOH and employees will have regard to the last week of the roster period to produce a roster for the change over period which allows for a smooth transition and complies with the roasting rules.
- 14.1.1.3. Rosters will be fair and equitable, meet the requirements of equal employment opportunity, work health and safety considerations and family responsibilities.
- 14.1.2. The SOH will consider an employee's public transport arrangements with regard to the commencement or finishing times of shifts (*Refer Clause 19.2.4 (Transport – Taxi Arrangements)*).
- 14.1.2.1. It is the responsibility of employees, where possible, to ensure availability/leave requests are made well in advance of a roster being prepared and to follow up their requests with their supervisor. An employee is required to provide as much notice as possible of their intent to take Recreation (Annual) Leave and, except in exceptional circumstances, this notice will be provided no less than 10 days in advance as provided for in clause 12.2.3.3 (b) (*Annual (Recreation) Leave*).
- 14.1.2.2. The SOH will endeavour, where possible, to accommodate reasonable requests. However, where requests are not possible within the conditions of this Agreement or create unreasonable operational or equity issues within the workplace, they may be rejected and an employee provided with the alternative option of submitting a leave application. A roster change to consolidate RDO's may be made by mutual agreement subject to the needs of the SOH. Refer also clause 14.1.4 (*Personal Roster Requests (Short Term)*)
- 14.1.2.3. Casual Employee Availability – casual employees are required to provide their availability for work prior to rosters being prepared for ongoing and temporary staff, so that offers of work can be suitably provided.

#### **14.1.3. Personal Roster Requests (Long Term)**

- 14.1.3.1. An individual requiring on-going special roster arrangements to accommodate circumstances including but not limited to family care, religious, educational or health needs must apply in writing to their manager stating the reason, the arrangement required and for how long it will apply.
- 14.1.3.2. Except in exceptional circumstances, these must be made within a reasonable timeframe.
- 14.1.3.3. In considering whether to approve such a request a manager shall take note of the Sydney Opera House's commitments to family friendly work practices; the work requirements of the business and the resulting impact upon other employees in the work area and advise the employee of any changes to penalty arrangements that may arise.
- 14.1.3.4. If matters are not resolved to the satisfaction of either party; the dispute prevention and resolution procedure in Clause 6 of this Agreement may be applied.

- 14.1.3.5. Where a Personal Roster Request (Long Term) is approved, the following arrangements will apply:
- a) The employee will receive written advice from Human Resources confirming the agreed temporary variation to their rostering arrangements, any resulting impact upon their remuneration and the length of time the temporary arrangement will apply or be subject to review.
  - b) Where changes in penalty arrangements result from the implementation of this temporary arrangement, the employee will be notified in writing prior to the roster change being implemented.
  - c) Where the agreed temporary variation to the employee's rostering arrangements has a direct impact on the scheduling of rostered days off (RDOs) prescribed under clause 14.3 of this Agreement, those specific RDOs directly impacted that exclude an employee's availability for work on that day will be marked on the roster as "RDO N/A" by the rosterer.

14.1.4. **Personal Roster Requests (Short Term)**

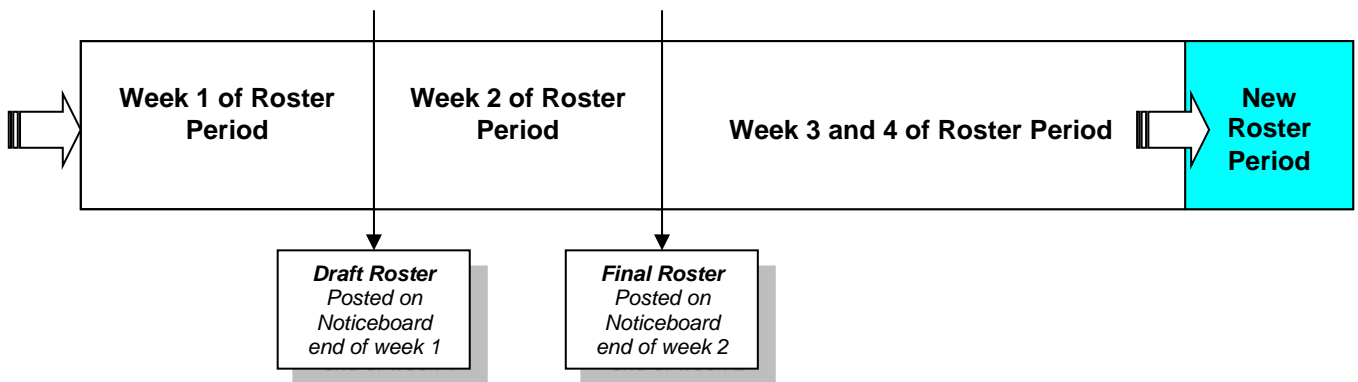
- 14.1.4.1. Roster changes requested by employees will, except by mutual agreement, be made without incurring extra penalty and overtime costs to the House or inconvenience to customers.
- 14.1.4.2. This includes hours exchanged between consenting employees with the agreement of the SOH. Both these circumstances should, where possible, be made within the minimum roster variation and cancellation standards provided in clause 14.5 (*Variation & Cancellation of Shifts*).
- 14.1.4.3. Nothing in this clause will reduce the existing flexibility provided under this Agreement for employee working hours, including the patterning of rostered days off work, to be rostered to meet the needs of the business. However the parties acknowledge that employee work/life balance is important.
- 14.1.4.4. Employees entitled to rostered days off work under clause 14.3 of this Agreement, may request to use one or more of their prescribed RDOs to accommodate a specific day or days absence due to a significant personal event (such as, but not limited to, weddings, funerals, religious events, parental responsibilities, educational or health needs) that cannot reasonably be rescheduled by the employee to an alternative time.
- 14.1.4.5. SOH will make a genuine attempt to accommodate the request where it does not present an unreasonable business, service or rostering issue. However an employee may be required to utilise leave for any or all of the days requested, particularly where they have a strong preference to be absent on the day requested or the requested days are numerous and consecutive.
- 14.1.4.6. In the circumstance that an RDO is used to accommodate the day or days absence, the roster for these days will be marked as "RDO N/A" by the rosterer.

14.1.5. **Roster Notification & Distribution**

- 14.1.5.1. Employees are encouraged to notify their Supervisor where they have personal requests that impact upon their roster availability at any time and in particular prior to rosters being developed.
- 14.1.5.2. Each work area will adopt their own mechanism for roster consultation as agreed or in practice in their work areas at the time of certifying this Agreement.
- 14.1.5.3. As a minimum, the following standards will apply:

- a) The Draft Roster will be placed on the noticeboard no later than the start of Week 2 of the current roster period (three weeks prior to the start of the next roster period being worked).
- b) During Week 2 of the current roster period, changes in rosters will largely be driven by last minutes changes to demand or owing to further availability issues raised by employees.
- c) The Final (Confirmed) Roster will be placed on the noticeboard no later than the start of Week 3 of the current roster period (two weeks prior to the start of the next roster period being worked).
- d) Where the confirmed roster differs from the draft roster, the SOH will attempt to notify those employees whose personal roster has changed. However, employees have a mutual responsibility to check the working hours as prescribed by the roster;
- e) Employees may request a copy of their individual and section roster where Pay Global is used.
- f) Employees must provide as much notice as possible for the taking of recreation and extended leave. Except in exceptional circumstances, at least 10 days notice must be given.

Explanation of roster notification and distribution





## Casual Employees

- 14.1.5.4. Casual employees will notify the SOH of their availability, as far as practicable, prior to Departmental rosters being prepared.
- 14.1.5.5. Casual employees will be notified of the dates, start time and finishing times for each shift.
- 14.1.5.6. The parties acknowledge that the performing arts and tourism industry often result in hours requiring extension beyond the originally rostered time to ensure the success of the production and service to our patrons and visitors. In such circumstances casual employees will receive payment as provided for in Clause 14.5 (*Variation and Cancellation of Shifts*).
- 14.1.6. **Use of Rostering & Timekeeping System**  
All waged staff are required to use the rosters and timekeeping system chosen by the Sydney Opera House to record the starting and finishing of shifts.
- 14.1.7. **Adherence to Rosters**  
Employees and the Sydney Opera House will adhere to rosters as prepared, distributed or later varied as provided for in this Agreement.
- 14.2. **Roster Regulation**
  - 14.2.1. **Hours of Work**
    - 14.2.1.1. Sydney Opera House operates a 24 hour per day/ 7 days per week business on each day of the year and all waged employees may be rostered ordinary hours across these operating hours.
    - 14.2.1.2. Rosters will clearly differentiate between ordinary (contract minimum and extra) hours and overtime hours at the time of preparation and distribution, including when rosters are varied at a later date.
    - 14.2.1.3. Penalties may be payable on ordinary hours worked as provided for in Clause 17 (*Penalties*) of this Agreement.
  - 14.2.2. **Hours per Roster Period**
    - 14.2.2.1. The roster cycle is four weeks in duration, beginning on a Friday and concluding on a Thursday four weeks later.
    - 14.2.2.2. Full-time waged employees will be rostered for 152 ordinary hours per four week roster cycle.
    - 14.2.2.3. Part-time waged employees will be rostered for a minimum of 48 to 140 ordinary hours per four week roster period as provided for in contracts of employment. However, by mutual agreement, part-time employees can work additional hours at ordinary rates (and applicable penalties) up to a maximum of 152 hours per roster period.
    - 14.2.2.4. Flexible-time waged employees - will be rostered their minimum ordinary hours as provided for in their contract of employment. However, by mutual agreement, flexible-time employees can work additional hours at ordinary rates (and applicable penalties) up to a maximum of 152 hours per roster period.
    - 14.2.2.5. Casual 'waged' employees will be rostered for a maximum of 152 hours ordinary hours per roster period. Work in different classifications, as defined in clause 12.6.1 (*Working in Multiple Classifications within SOH*), is considered to stand alone when counting ordinary hours worked.

#### 14.2.3. **Roster Multiples**

All rostering will be calculated on 15 minute roster multiples.

#### 14.3. **Rostering Days Off**

- 14.3.1. Full-time, flexible time and part-time employees will be rostered off work for a minimum of nine days during a four-week roster cycle.
- 14.3.2. Where possible, days off for full-time, flexible time and part-time employees will be rostered in multiples of at least two consecutive days. In any single four-week roster period there must be at least two occasions of two consecutive rostered days off.
- 14.3.3. Wherever possible the SOH will roster employees to maximise the opportunities to have weekend time off. A weekend day is defined as either a Saturday or a Sunday.
- 14.3.4. In each four-week roster period an employee will be entitled to at least two weekend days off. At least one of these weekend days must be consecutive with another rostered day off.
- 14.3.5. **Single Rostered Day Off (34 Hour Rule)**
  - 14.3.5.1. Any day with no rostered shifts, where there is a minimum 34-hour break between the previous and subsequent day's shifts (including overtime), counts as a Rostered Day Off for the purposes of clause 14.3 (*Rostering Days Off*).
  - 14.3.5.2. Full-time, part-time, or flexible-time employees may be rostered a shorter break of no less than 31 hours on up to 2 occasions in any 4-week roster cycle, limited to no more than 22 occasions across each financial year. A minimum 34 hour break will continue to apply wherever possible, with rosters having due regard for employee wellbeing. In accordance with clause 14.3.8, these shorter breaks will not be rostered after 50 hours or 7 consecutive days worked.
  - 14.3.5.3. Where a short rostered day off is not rostered in accordance with clause 14.3.5.2, and a shift preceding or following a standard 34-hour rostered day off is extended such that an employee is now rostered to return to work prior to the conclusion of the appropriate minimum 34-hour break, they are not required to return to work until the 34 hour break has been taken, and will be paid for the rostered hours as though worked.
  - 14.3.5.4. Where an employee returns to work without this break being provided, a penalty of 100% (double time) will be paid in lieu of all other penalties until a 10 hour break is provided. Where this occurs on a public holiday a penalty of 150% (double time and one half) will apply.
- 14.3.6. **Two Consecutive Days Off**
  - 14.3.6.1. Any two consecutive days with no rostered shifts, where there is a minimum 55-hour break between the previous and subsequent day's shifts (including overtime), counts as two consecutive rostered days off for the purposes of clause 14.3 (*Rostering Days Off*).
  - 14.3.6.2. If a shift preceding or following two consecutive RDOs is extended such that an employee is now rostered to return to work prior to the conclusion of the appropriate minimum 55-hour break, they are not required to return to work until the 55 hour break has been taken, and will be paid for the rostered hours as though worked.
  - 14.3.6.3. Where an employee returns to work without this break being provided, a penalty of 100% (double time) will be paid in lieu of all other penalties until a 10 hour break is provided. Where this occurs on a public holiday a penalty of 150% (double time and one half) will apply.

14.3.7. **Working on a Rostered Day Off**

- 14.3.7.1. Where operational requirement present difficulty in rostering an employee for nine (9) RDOs at the time rosters are being prepared, by mutual agreement, an employee may be rostered for eight (8) RDOs with eight (8) hours added to the employee's recreation leave balance in lieu of the ninth (9<sup>th</sup>) RDO being provided.
- 14.3.7.2. When a full-time, flexible time or part-time employee is offered and accepts additional shifts such that they will have less than 9 rostered days off in a 4 week term, these additional shifts will be paid as overtime at the rate of double time. Alternatively the employee may choose to take time in lieu of payment for overtime as provided for in Clause 18.2 (*Leave in Lieu of Payment for Overtime*).
- 14.3.7.3. These overtime shifts are termed "worked RDOs" and continue to count as rostered days off for the purposes of clause 14.3 (*Rostering Days Off*).
- 14.3.7.4. These overtime shifts will not invoke the 34 or 55-hour rules, however the ten hour break between shifts will still apply.

14.3.8. **Maximum Days & Hours Worked Before RDO Must Be Provided**

- 14.3.8.1. Wherever possible, rosterers should attempt to provide 'Waged' employees (including casuals) with two consecutive days break after 50 hours (or 7 consecutive days worked), whichever occurs first. Where this is not possible,
- a) a minimum break of 34 hours will generally apply for all full-time, part-time, and flexible-time employees, except when a shorter break of a minimum of 31 hours is rostered in accordance with clause 14.3.5.2.; and
  - b) a minimum break of 31 hours will apply for all casual employees.
- 14.3.8.2. An exemption to the 7 day penalty exists for Stage Managers and casual FOH staff however the 50 hour penalty will still apply as provided for in clause 14.3.9 (*Work in Excess of 50 Hours / 7 Days*).
- 14.3.8.3. In instances where continuity of staffing for a season, production or venue is required, hours in excess of 50 may be rostered by mutual agreement only.
- 14.3.8.4. Rosterers and employees should be mindful of WHS implications and suitable breaks when offering or accepting shifts involving over 50 hours or 7 days worked without a day off.
- 14.3.8.5. Where an already rostered shift is adjusted in order to provide the required break then the penalty provided in clause 14.5 (*Variation and Cancellation of Shifts*) will not apply.

14.3.9. **Work in Excess of 50 Hours / 7 Days**

Where the required break provided for in clause 14.3.8.1 (*Maximum Days & Hours Worked Before RDO Must Be Provided*) is not given, the following payment arrangements will apply depending on the nature of the breach:

14.3.9.1.

Where an employee accepts hours in excess of fifty (50) to a maximum of fifty - six (56) in any seven (7) day period	The employee will be paid overtime at double time or a penalty at 100% for all hours worked between the fiftieth (50 <sup>th</sup> ) and fifty sixth (56 <sup>th</sup> ) hour; provided that the employee has not accepted work in excess of fifty (50) hours on more than ten (10) occasions in a calendar year, or in excess of fifty
--	---

		(50) hours in the previous week.
14.3.9.2.	Where a full-time, part-time or flexible time employee accepts hours in excess of fifty - six (56) in any seven (7) day period	The employee will be paid overtime at double time (or a penalty at 100%) plus an additional accrual of recreation leave for all hours worked in excess of fifty - six (56) in any seven (7) day period. This overtime (or penalty) payment and leave accrual will apply for a minimum of four (4) hours.
14.3.9.3.	Where the required break is not provided on more than ten (10) occasions in a calendar year	The employee will be paid overtime at double time (or a penalty at 100%) plus an additional accrual of recreation leave. This overtime (or penalty) payment and leave accrual will apply for a minimum of four (4) hours.
14.3.9.4.	Where a full-time, part-time or flexible time employee works in excess of fifty (50) hours in any seven (7) day period, having worked greater than fifty (50) hours in the previous seven (7) day period	The employee will be paid overtime at double time (or a penalty at 100%) plus an additional accrual of recreation leave. This overtime (or penalty) payment and leave accrual will apply for a minimum of four (4) hours.
14.3.9.5.	Where a full-time, part-time or flexible time employee works in excess of seven (7) days without the required break	The employee will be paid overtime at double time (or a penalty at 100%) plus an additional accrual of recreation leave. This overtime (or penalty) payment and leave accrual will apply for a minimum of four (4) hours.

14.3.9.6. Where casual employees work hours that incur the additional penalties provided for in clauses 14.3.9.2, 14.3.9.3, 14.3.9.4 and 14.3.9.5, these hours will be paid at base rates of pay plus a penalty of 200% (triple time).

#### 14.3.10. **Alternative to Rostering a Ninth RDO**

14.3.10.1. If, as a result of operational requirements, the rosterer has difficulty in rostering nine (9) RDOs in the four-week roster period, then with the agreement of the employee, eight (8) RDOs may be rostered and eight (8) hours may be added to the employee's recreation leave in lieu of the ninth RDO.

14.3.10.2. This accrued leave should be taken as soon as possible from the time of accrual. Prior to the affected RDO being worked, a leave form shall be submitted which specifies the date or time period when the employee elects to take leave.

### 14.4. **Shift Regulations**

#### 14.4.1. **Minimum and Maximum Shift Lengths**

14.4.1.1. The minimum and maximum ordinary hours shifts lengths that an employee may be rostered are outlined in the below table. These are dependent on the department in which an employee works and the relevant form of employment.

14.4.1.2.

Form of Employment	Minimum shift length	Maximum ordinary hours shift length
Production Services (Staging, Lighting, Sound AV and Technical Support)		
a) Full-Time	4 hours	12 hours worked (inclusive of paid crib breaks but not unpaid meal breaks)
b) Part-time / Flexible-time		Hours worked in excess of 10 hours and no more than 12 hours in a shift (inclusive of paid crib breaks but not unpaid meal breaks) will be treated as ordinary hours in preference to overtime hours. However, overtime may be worked where appropriate. Where these hours are rostered as:
c) Casual		<p>a. <u>ordinary hours</u> - they will be paid at base rates of pay plus a penalty of 50% (time and one half), unless rostered on a Sunday or Public Holiday in which case the relevant penalty rate will apply. As ordinary hours, these hours will contribute to contracted hours commitments.</p> <p>b. <u>overtime hours</u> - the applicable overtime rates as provided for in clause 18 (overtime) of this agreement will apply.</p> <p>Casual loading continues to be absorbed into both these overtime and penalty rates.</p>

14.4.1.3.

Front of House		
a) Full-Time	4 hours	10 hours worked ( <i>inclusive of paid crib breaks but not unpaid meal breaks</i> )
b) Part-time / Flexible-time	<p>3.5 hours</p> <p>However, with the exception that a minimum shift length of three (3) hours may be rostered and paid in circumstances where a Front of House (FOH) employee is initially required to perform duties for less than two and three quarters (2.75) hours during a shift. Where this shift is extended for Part-time Front of House (FOH) employees, additional</p>	

Form of Employment	Minimum shift length	Maximum ordinary hours shift length
	hours will be paid at ordinary rate of pay as worked with the standard minimum and maximum ordinary shift lengths applying	
c) Casual	<p>3.5 hours</p> <p>However, with the exception that a minimum shift length of three (3) hours may be rostered and paid in circumstances where a Front of House (FOH) employee is initially required to perform duties for less than two and three quarters (2.75) hours during a shift. Where this shift is extended for Casual Front of House (FOH) employees, additional hours will be paid at normal overtime rates of pay.</p> <p>Where employees are rostered for a 3.5 hour shift or greater any additional time will be paid as extra time at normal ordinary hour rates.</p>	
Tours		
a) Full-Time	4 hours	10 hours worked <i>(inclusive of paid crib breaks but not unpaid meal breaks)</i>
b) Part-time / Flexible-time		
c) Casual	3.5 hours	
Emergency Planning & Response Group (EPRG)		
a) Full-Time	4 hours	12 hours worked <i>(inclusive of crib breaks)</i>
b) Part-time / Flexible-time		
c) Casual		

14.4.1.6. Meetings and Training (all employees)

- a) Wherever possible meetings and training should be scheduled during ordinary rostered hours.

- b) Training and meetings are considered normal business therefore the standard minimum call for the classification will apply.
- c) However exceptions apply to Evacuation, WHS training and to Performance Review / Management Meetings only, where a minimum call of 2 hours applies.
- d) Where the above meetings or training are scheduled on Saturdays, Sundays or a Public Holidays, the minimum call for the classification will apply.

#### 14.4.1.7. Meetings and Training Requirements

- a) Where a paid training session or meeting ends before the minimum call employees may be required to carry out other duties until the rostered finishing time.
- b) Employees required to attend training or meetings must notify their rosterer at the earliest opportunity of the date, time and duration to enable to rosterers to schedule the training/meeting during ordinary hours where possible.
- c) If the paid meeting is rostered on overtime then the appropriate overtime rates will apply.
- d) Attendance at paid meeting does not constitute a change of shift.

#### 14.4.2. **Shift Inclusions (Change Time)**

- 14.4.2.1. Where the SOH supplies, launders and keeps uniforms for front line customer service employees on site and these employees are required to wear uniforms during the shift they will be allowed 10 minutes in total within each rostered shift to change into and out of uniforms.
- 14.4.2.2. In addition, these classification shall, dependent on the specific work requirements of each relevant work area, also be allocated additional time to prepare for duty and attend required briefings.
- 14.4.2.3. Where an employee is sufficiently dirty as a result of their work or are exposed to unhygienic substances to the extent that they are no longer reasonably presentable in public, time will be allocated within the shift to allow the employee to wash up.
- 14.4.2.4. All other work related functions will be allocated within a shift such as, but not limited to, cashing up.
- 14.4.2.5. Existing Payglobal payment practices in relation to 15 minute intervals will continue.

#### 14.4.3. **Limits on Shift Lengths**

- 14.4.3.1. Full-time employees may be rostered for a maximum of ten short shifts in a four-week roster cycle. A short shift is a shift of less than five hours duration.
- 14.4.3.2. Where the operational requirements are such that employees are required to work shift spans greater than 12 hours, rostering will be completed following consultation and by mutual agreement.
- 14.4.3.3. Where the employee agrees they may be rostered for a maximum of six shifts with a span of greater than 12 hours in any four-week roster period.
- 14.4.3.4. In exceptional circumstances employees may be rostered to work more than six shifts of greater than 12 hours in any four-week roster period. Each additional shift will require consultation and mutual agreement, and OH&S concerns must be considered.

14.4.4. **Number of Shifts Per Day**

- 14.4.4.1. All ongoing, temporary and casual employees, other than part-time and casual Front of House Attendants, can only be rostered for one shift per day in the one classification.
- 14.4.4.2. Part-time and casual Front of House Attendants may work up to two shifts in the same classification in a single day (split shifts).
- 14.4.4.3. For employees who hold multiple roles refer to Clause 12.6.1 (*Employees Working in Multiple Classifications Within SOH*).

14.4.5. **Breaks Between Shifts**

- 14.4.5.1. A ten hour break will be provided between shifts (including overtime). If an employee has hours rostered prior to the conclusion of the appropriate ten hour break, they are not required to work those hours, but they will count towards ordinary hours of duty, and payment will be made as though the hours were worked until the required break has concluded.
- 14.4.5.2. In the case of an emergency, an employee may be asked to return to work prior to the conclusion of the appropriate ten hour break. If the employee agrees and returns to work, they will be paid 100% penalty in lieu of all other penalties until a ten hour break is given.
- 14.4.5.3. If the employee returns to work on a public holiday they will be paid 150% penalty (double and one half) in lieu of all other penalties until a ten hour break is given.

14.4.6. **Meal Breaks and Crib Breaks (Breaks)**

- 14.4.6.1. 'Change Time' will not cause the incurrence of a penalty in relation to this clause. The following breaks and payments will apply dependent on the nature of the hours being worked:

14.4.6.2.	Meal Breaks (Ordinary Hours)	A meal break is an unpaid break from work of between 30 minutes and one (1) hour duration during which employees are not required to remain on call or on site.
14.4.6.3.		No employee will be required to work for more than five hours continuously without a meal break. When practical meal breaks should be taken during the following hours:  Breakfast                      07.00 - 10.00 hours Lunch                            12.00 - 15.00 hours Dinner                          17.00 - 20.00 hours Supper                          22.00 - 01.00 hours
14.4.6.4.		<u>Break provided late or not taken</u> - Any employee required to work for more than five hours continuously without a meal break will be paid a penalty of 100% in lieu of any other applicable penalties from the expiry of the five hour period until the meal break is granted. On a public holiday the penalty rate will be 150%.
14.4.6.5.		If an employee is unable to take the required meal break(s) during their shift then they will be paid a penalty of 100% penalty (or 150% on a public holiday) for all hours worked until an appropriate break is provided
14.4.6.6.		Meal breaks outside ordinary hours shall be of 30 minutes duration.



14.4.6.7.	Crib Breaks (Ordinary Hours)	A crib break is a short paid meal break that is taken on the job. During a crib break an employee is required to remain on the premises and on duty to be available to attend to emergency situations.
14.4.6.8.		Both during ordinary hours and overtime crib breaks of 20 minutes will be taken at times which are flexible and meet the needs of the SOH within the following guidelines: a) For work of more than 5 and not more than 7 hours one crib break. b) For each additional three hours or part thereof one crib break.
14.4.6.9.		<u>Break provided late or not taken</u> - Any employee required to work for more than seven hours continuously without a crib break will be paid a penalty of 100% in lieu of any other applicable penalties until the break is granted. On a public holiday the penalty rate will be 150%.
14.4.6.10.		The following classifications can be rostered for crib breaks: a) Stage Managers b) Operational Security Officers, c) Duty Security Managers, d) Theatre Managers e) Duty Technicians f) Fire and Safety Officers, g) Occupational Health Nurses
14.4.6.11.	Meal Breaks & Payments (Overtime)	In addition to other payments where an employee is required to work overtime the following arrangements will apply.
14.4.6.12.		Employees who normally receive a meal break for every five hours worked (ordinary and overtime), and who work a minimum of 1.5 hours overtime, will be paid a meal break of at least 30 minutes and the applicable allowance reflective of the time band in which the overtime is worked as provided for in Schedule 3 of this Agreement.
14.4.6.13.		Meal allowance rates increase in line with increases in the reasonable meal allowance limit as set by the Australian Taxation Office.
14.4.6.14.	Crib Breaks & Payments (Overtime)	Employees who normally receive a crib break will be provided with the required crib breaks whilst working overtime, and will be paid a meal allowance of \$17.18 for the first crib break and \$14.29 for each subsequent crib break in addition to payment for overtime.
14.4.6.15.		These meal allowance rates will increase in line with increases in the reasonable meal allowance limit as set by the Australian Taxation Office.

## 14.5. Variation & Cancellation of Shifts

### Full-Time, Part-Time and Flexible Time Employees

- 14.5.1. Where an existing rostered shift of ordinary hours is varied resulting in a change to the start or finishing time of the shift and the same number of ordinary hours being worked, a penalty of 100% (or 150% on a public holiday) will be paid, in place of any other penalty for all hours that fall outside the originally rostered shift, except in the following circumstances:
- 14.5.1.1. Where a full-time, part-time and flexible time employee, other than ongoing part-time Tour Guides, is provided with a minimum of 7 days (168 hours) notice of the shift variation.
- 14.5.1.2. Where a ongoing part-time Tour Guide, is provided with a minimum of 4 days (96 hours) notice of the shift variation.
- 14.5.2. Where additional hours are offered and accepted by ongoing part-time and flexible time employees, as provided for in clause 14.6 (*Additional Hours - By Mutual Agreement*), these hours will not incur penalties under this clause.

### **Casual Employees**

- 14.5.3. Casual shifts that are cancelled or varied will be paid as originally rostered, except in the following circumstances:
- 14.5.3.1. Where a casual employee, other than a Visitor Services Officer, is provided with a minimum of 4 days (96 hours) notice of the shift variation;
- 14.5.3.2. Where a Casual Visitor Services Officer, is provided with a minimum of 3 days (72 hours) notice of a shift variation.
- 14.5.3.3. Where a casual employee is provided with a minimum of 24 hours notice in circumstances where the cancellations has resulted from an emergency situation impacting the safety or useability of SOH equipment or venues or the public's ability to access or reach the SOH site.
- 14.5.3.4. Where a casual employees shift finishing times are amended as a result of unforeseen circumstances provided in clause 14.5.5.
- 14.5.4. Where practicable the SOH will provide casual employees with at least 7 days (168 hours) notice of a variation or cancellation of a shift.
- 14.5.5. The parties acknowledge that the nature of the performing arts and tourism industry may often result in unforeseen circumstances which may result in amended shift finish times. In these circumstances, amendments to casual shifts do not attract shift variation penalties, however all other applicable penalties will apply.
- 14.5.5.1. Where these amended shift finish times result in an extended shift, casual employees are required to complete their assigned tasks unless reasonable personal commitments prevent them doing so. These additional hours will be paid at the ordinary hourly rate of pay for their classification, unless these hours exceed the maximum ordinary hours provided for in this Agreement, whereby applicable penalties or overtime will apply. Where this occurs for casual FOH staff rostered a shift of three hours, any additional time will be paid at normal overtime rates as provided for in Clause 18.1.7.4 (*Overtime – Casual Waged Employees*).
- 14.5.5.2. Where assigned tasks are completed prior to the nominated roster finish time, casual employees will be assigned other tasks or paid for the time worked or minimum call for the classification.

### **Written Confirmation**

14.5.6. Employees are entitled to request written confirmation of any shift change and should this be provided are required to acknowledge receipt.

#### 14.6. **Additional Hours (By Mutual Agreement)**

14.6.1. Part-time, Flexible time and Casual employee may be offered and accept additional ordinary hours at any time prior to these hours being worked, with reference to clauses 12.4.2 (*Part-time Employment*), 12.4.3 (*Flexible time Contracts*) and 12.4.4 (*Casual Employment*).

14.6.2. All additional hours rostered in accordance with clause 14.6.1, will be worked by mutual agreement and be paid at ordinary rates of pay, regardless of the notice provided, whether these hours are added to the beginning or end of an existing rostered shift or rostered as an additional separate shift.

### 15. **Salaries and Wages**

---

#### 15.1. **Payment of Wages / Salaries**

15.1.1. All employees will be paid fortnightly by electronic funds transfer (EFT) into a bank, building society or credit union account/s as nominated by the employee.

15.1.2. Employees will be paid fortnightly on a Thursday unless a public holiday interferes in which case they will be paid the nearest working day prior to the public holiday.

15.1.3. On first engagement at the SOH, employees may elect to be paid via EFT at the end of their first week of employment. Advances on pay will only be available to those staff proceeding on recreation or extended leave and where the leave period applied for encompasses a normal scheduled pay day.

#### 15.2. **Pay Increases under this Agreement**

Pay increases under this Agreement will be as provided for in the table below.

<b>Payable from the first pay period on or after</b>	<b>Wage Increase</b>
1 July 2016	2.5%
1 July 2017	2.5%
1 July 2018	2.5%

#### 15.3. **Rates of Pay**

15.3.1. The rates of pay applicable at the time of certification of this Agreement and payable from July 2016 are provided for in Schedule 1 of this Agreement. Subsequent amendments to these rates of pay will occur as a result of the following and will be published on the Sydney Opera House [Intranet](#) and be shared between the parties.

- annual adjustments in rates of pay as provided for in clause 15.2 above;
- the incorporation of recording and broadcast allowance into base rates of pay shortly following certification (as provided for in clause 20.2.2); and
- the incorporation of scaled penalties into base rates of pay in January 2018 (as provided for in clause 17.2.2).

- 15.3.2. Employees will be advised of the grade and level of their position in contracts of employment and payslips.

#### 15.4. **Overpayments**

- 15.4.1. In cases where an employee has been overpaid, the SOH shall be entitled to recover such overpayment in full.
- 15.4.2. When an overpayment occurs, the SOH shall, as soon as possible, advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. A repayment schedule will then be agreed.
- 15.4.3. The suggested minimum rate at which the overpayment can be recovered on a fortnightly basis is an amount equal to 10% of the total overpayment to a maximum of 10% of the fortnightly gross.
- 15.4.4. Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on a fortnightly basis, the SOH shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's last day of duty.

#### 15.5. **Underpayments**

- 15.5.1. If an employee thinks they have been underpaid they should verify the situation with their Supervisor or rosterer. If an underpayment is identified, the Supervisor or rosterer will immediately authorise payment and notify the Payroll Unit. Employees can then choose one of the following:
  - 15.5.1.1. to have payment made via EFT on the next available working day,
  - 15.5.1.2. to have the outstanding amount included in the next available pay,
  - 15.5.1.3. in situations of significant financial hardship, be paid in cash.
- 15.5.2. If an alleged underpayment is not resolved then the provisions of the Dispute Prevention and Resolution (Clause 6) procedure apply.

#### 15.6. **Waiting Time**

- 15.6.1. An employee, who thinks that they have been underpaid, should refer the matter to their rosterer.
- 15.6.2. Should the rosterer and the employee reach agreement that an underpayment has occurred, the rosterer will have a maximum of four business hours to inform the Payroll Unit of the existence and nature of the underpayment.
- 15.6.3. Should the underpayment be disputed, the provisions of waiting time will be suspended until the issue is resolved (and the Payroll Unit notified) and the following process followed to ensure the matter is resolved as quickly as possible:
  - 15.6.3.1. Should the underpayment be disputed by the rosterer, the employee should raise the issue with the immediate Supervisor of the rosterer, who has 24 hours to consider the issue and if in agreement that an underpayment has occurred, notify the Payroll Unit of his/her decision.
  - 15.6.3.2. Should the employee's claim be rejected by the Supervisor, the matter may be raised with the Human Resources for their consideration. Human Resources will have 24

hours to consider the issue and if in agreement that an underpayment has occurred, notify the Payroll Unit of the decision.

15.6.3.3. If this is unsuccessful, the employee may raise this matter via the SOH Dispute Prevention & Resolution Procedure (Clause 6).

15.6.4. Once the Payroll Unit is notified of an agreed underpayment they have four business hours to determine the required payment and verify with the employee the payment method to be used.

15.6.5. If the employee cannot be contacted, payment will be made by Electronic Funds Transfer.

15.6.6. Should payment not be made within the eight standard business hours (Monday - Friday 9am - 5pm) as described above, payment will be at the rate of 100% of base hourly salary for each standard business hour from the time of notification to the rosterer until the matter is resolved, up to a maximum payment of twice the amount of underpayment.

15.6.7. Waiting time is not payable where the circumstances of the delay are beyond the control of the SOH.

## 15.7. **Termination Payments**

Salaries and money due to an employee upon termination of employment will be paid by electronic funds transfer on the next available banking day following the employees last day of service.

## 15.8. **Superannuation**

15.8.1. All employees are entitled to the payment of Superannuation as provided by the Commonwealth Superannuation Guarantee (Administration) Amendment Act 2012, the rules of applicable NSW public sector superannuation schemes and NSW Government policies and procedures.

15.8.2. The SOH will make employer contributions via EFT into a fund of the employee's choice once proof of the fund's compliance can be established with the Australian Taxation Office.

15.8.3. New employees must elect a superannuation fund within 14 days of commencement so that superannuation guarantee contributions can be made. If no election is received in the specified time then membership will default to the First State Superannuation Fund.

15.8.4. Superannuation payments are made in accordance with practices established under the Superannuation Guarantee legislation.

15.8.5. Employer contributions are currently 9.50% calculated on ordinary time earnings as defined in legislation.

15.8.6. The super guarantee is not payable on overtime.

15.8.7. Contributions will be calculated for new employees from the first pay period after commencement of employment at the SOH.

15.8.8. Employees may also make personal contributions or salary sacrifice payments to complying superannuation funds.

15.8.9. Employees who currently contribute to either the State Superannuation Fund (SSF) or the State Authorities Superannuation Scheme (SASS) will continue with such arrangements subject to the rules of each fund.

## 15.9. **Salary Sacrifice**

- 15.9.1. Salary Sacrifice can in some circumstances provide an additional tax benefit to employees by paying certain expenses from gross earnings.
- 15.9.2. Salary sacrifice arrangements are available to all employees, subject to NSW State Government guidelines.
- 15.9.3. An employee is advised to seek expert financial advice before applying for salary sacrifice.

## 16. **Public Holidays**

---

### 16.1. **Recognised Public Holidays**

The following days will be regarded as public holidays for the purpose of this Agreement: Christmas Day, Boxing Day, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday Holiday, Labour Day, one additional day between Christmas and New Year's Day and any other public holidays proclaimed to operate throughout New South Wales.

### 16.2. **Rostering on Public Holidays (Waged Employees)**

- 16.2.1. Full-Time and Part-Time Employees are subject to the following public holiday provisions.
  - 16.2.1.1. Wherever possible full-time and part-time employees will be entitled to time off on a public holiday. Where the operational requirements are such that employees are needed, rostering will be completed following consultation. Wherever possible, working arrangements will be set by mutual agreement.
  - 16.2.1.2. Employees may be rostered for ordinary time and required to work. Public holiday penalties of 150% are payable in lieu of all other penalties. In the case of employees in receipt of a composite wage public holiday penalties of 150% on base salary rates are payable in addition to the composite penalties.
  - 16.2.1.3. Employees may be rostered on for ordinary time and not required to work. In such circumstances they take the day off and are paid ordinary time rates. Employees in receipt of a composite wage will be paid ordinary time rates plus composite penalties.
  - 16.2.1.4. A Full-Time Employee who is not rostered or is rostered on for less than eight hours on a public holiday will be paid a 100% penalty for the difference between the actual ordinary hours rostered and eight hours. If the manager and the employee agree, these additional hours may be added to the employee's annual leave entitlement instead.
  - 16.2.1.5. A Part-Time Employee rostered off on a public holiday will be paid 100% penalty for four hours, or if the manager and the employee agree, an additional four hours may be added to the employee's annual leave entitlement instead.
  - 16.2.1.6. Employees rostered for overtime on a public holiday will be paid double time and a half for overtime hours worked.
- 16.2.2. Casual employees who work ordinary time on a public holiday will be paid penalties of 150% (double time and one half) in lieu of all other penalties;

### 16.3. **Working on Public Holidays (Salaried Employees)**

If a Salaried employee is required to work on a public holiday, the employee will be given the equivalent number of hours off at a mutually convenient time. Such a time off in lieu arrangement will be administered at Department Manager level.

## 17. **Penalties**

---

17.1. Penalties are paid according to the time band in which the worked hours fall; this includes Sundays and Public Holidays.

### 17.2. **Monday to Saturday (Other than Public Holidays)**

17.2.1. The following penalties will apply for all ordinary hours worked by waged employees according to the time band in which the worked hours or part thereof fall (except those employees in receipt of a composite wage as provided for in clause 17.4 (*Emergency Planning & Response Group Employees*)).

17.2.1.1.	06:00 (six am) to 24:00 (midnight) Monday to Saturday	All ordinary hours worked will be paid at base rates of pay, plus scaled penalties up until their incorporation into new increased base rates of pay as provided for in Clause 17.2.2 ( <i>Scaled Penalties</i> ) below.
17.2.1.2.	24:00 (midnight) to 06:00 (six am) Monday to Saturday	<p>All hours worked will be treated as ordinary hours in preference to overtime hours. However overtime hours may be worked where appropriate.</p> <p>Where these hours are rostered as <i>ordinary</i> hours, they will be paid at <i>base rates of pay plus a penalty of 50% (time and one half) for the first two hours worked and 100% (double time) for all hours worked thereafter</i></p> <p>Where these hours are rostered as <i>overtime</i> hours, the applicable overtime rates as provided for in clause 18 (<i>Overtime</i>) will apply.</p> <p>Casual loading is absorbed into both these overtime and penalty rates.</p>

### 17.2.2. **Scaled Penalties**

17.2.2.1. A scaled penalty will be paid to shift workers in job classifications, as provided for in Schedule 2 – Scaled Penalties of this Agreement, from the commencement of this agreement until these penalties are rolled-up and incorporated into new increased base rates of pay in accordance with this clause, after which time the entirety of clause 17.2.2 will become inoperative.

17.2.2.2. This scaled penalty is calculated by averaging ordinary hours shifts worked Monday to Saturday between the hours of 06:00 to 24:00 Monday to Saturday and does not include penalties for hours worked between 24:00 to 06:00 Monday to Saturday or all hours worked on Sundays and Public Holidays.

17.2.2.3. Where an employee requests a change to working hours outside the normal roster for their classification and as a result there is a lower scaled penalty rate applicable, there will be no access to the provisions of No Financial Disadvantage as provided in clause 5.3 (*No Financial Disadvantage*).

- 17.2.2.4. When new positions are created in the SOH or methods of rostering in any section have changed significantly since the last scaled penalty determination, then the appropriate scaled penalty rate shall be recalculated. If a new rate is determined it will apply from the start of the new roster.
- 17.2.2.5. If a realistic scaled penalty figure cannot be determined prior to a position going into operation then a nominal penalty rate of no more than 7.5% will be paid for the first three roster terms (12 weeks). Following that time an appropriate scaled penalty can be determined using the actual hours worked during that period.
- 17.2.2.6. If the actual scaled penalty rate determined after the three month period exceeds what has been applied in the interim then back pay will be paid. If it is less, then the new lower rate will be applied from the date of determination but reimbursement of any monies paid in the trial period will not be sought.
- 17.2.2.7. Scaled penalties are payable on paid sick leave, but not payable on any other type of leave.
- 17.2.2.8. Determining the rate of a new scaled penalty is achieved by:
- Totaling the number of ordinary hours that occur in the new roster from Monday to Saturday between 6:00am and midnight (TOTAL).
  - Apply the 10%, 15% and 50% penalty structure from the Sydney Opera House (Staff) Award 2000 (as varied) to the hours in step 1 and determine the number of hours that would have fallen into each penalty band. Call them 10%P, 15%P & 50%P respectively.
  - Use the following formula to calculate a percentage that when applied to all ordinary hours in step one will result in the same total penalty payment that would have been received under the old penalty structure:
- $$\{(0.1*10\%P) + (0.15*15\%P) + (0.5*50\%P)\} * 100 / \text{TOTAL}$$
- This percentage is then taken to the nearest .25%. This figure plus any disability allowances shown in the table below becomes the scaled penalty rate.
  - A reduction in the scaled penalty rate will not result in a reduction in recreation leave accrual for the employee.

17.2.2.9. Phased removal of scaled penalties

Scaled penalties will be phased out during the term of this agreement. The scaled penalty earnings for each relevant role classification will be rolled-up and incorporated into new increased base rates of pay for that classification. This will occur in the first full pay period in January 2018 and will be based on employee working hours during the 12-month period prior to the closure of the Joan Sutherland Theatre (May 2016 to May 2017). This penalty earnings reference period has been chosen to avoid any impact that the theatre closure may have on normal activity and a role's scaled penalty calculation.

The rate of increase in rates of pay that will apply to each classification will be determined by taking into account the average working hours and patterns of all employees in a role classification and the impact that a higher base rate will have on a range of additional earnings (such as other penalties and overtime), so as to achieve a cost neutral outcome for the Opera House. SOH will consult with the MEAA on the detail of the financial modelling that will be used to guide this transition and will continue to consult with the MEAA as we approach the January 2018 transition.



Salary maintenance 'safety net' - The parties acknowledge the annual ordinary hour penalty fluctuations of the current scaled penalty model and recognise that any transition to a new penalty model will involve some minor increases and decreases in earnings at an individual level. This may result from differences in work patterns of employees within each role classification and changes in work patterns from year to year. To ensure a smooth transition from scaled penalties, a one-off salary maintenance 'safety net' will be implemented. This transitional arrangement will compensate individual employees who are adversely affected in the initial 12-months of implementation. It is anticipated that salary maintenance adjustments will be paid in the first quarter of 2019.

17.2.2.10. **Annual Adjustment of Scaled Penalties**

The annual adjustment in scaled penalties that has applied in previous enterprise agreements will be suspended on July 2017 as a result of the phased removal of scaled penalties under this clause in January 2018. The rate of scaled penalty that applies to a role classification at the commencement of this agreement will continue unchanged until January 2018, at which point scaled penalty earnings will be rolled-up and incorporated into new increased base rates of pay for each relevant classifications, as provided for under clause 17.2.2.9 above.

17.3. **Sunday (Other than Public Holidays)**

17.3.1. All ordinary hours worked on a Sunday by all waged employees other than those in receipt of a composite wage [refer Clause 17.4 (*Emergency Planning & Response Group Employees*) below] between the hours of 00:00 to 24:00 will be paid at a penalty rate of 100% on base rates of pay.

17.3.2. Scaled Penalties and Casual Loading will not be paid on a Sunday.

17.3.3. Sunday Penalties are not payable on leave.

17.4. **Emergency Planning & Response Group Employees**

17.4.1. At the time of certification of this Agreement, ongoing and temporary employees in the classifications of Fire & Safety Officer, Operational Security Officer and Duty Security Manager, within the Emergency Planning & Response Group received a composite penalty of 25.6% to be paid in lieu of scaled penalties, night penalties, Sunday penalties and annual leave loading.

17.4.2. These Composite Penalty and rostering arrangements will continue to apply for these employees.

17.4.3. Composite penalties are paid on all ordinary hours including all forms of paid leave except Long Service Leave.

17.4.4. Due to the nature of regular and overnight 7 days shift patterns in the Emergency Planning & Response Group, ordinary hours worked between 2400 (midnight) to 0600 (6am) Monday to Saturday will be calculated at 35%.

17.4.5. Ordinary hours worked on a public holiday attract the composite penalty as well as the public holiday loading of 150% (non-cumulative).

17.4.6. Overtime is calculated on the base rate only not including composite penalties.

17.4.7. Determining the rate of a composite penalty is achieved by applying the following formula:

A. Calculate the following:

- a) Hours attracting scaled penalties and call it 'SP'
- b) Hours attracting night penalties and call it '35%P'
- c) Hours attracting Sunday penalties and call it 'SUNP'
- d) Scaled penalty rate and call it 'SPR'

Allow For:

- e) 38 hours for public holidays worked
- f) 190 hours for recreation leave
- g) TOTAL = the sum of a), b), c), e) and f) above

B. Having determined those number of hours, apply the following formula:

$$\{(SP*SPR) + (35\%P*0.35) + (SUNP*1) + (190*.175)\} *100 /TOTAL$$

This percentage becomes the composite penalty rate.

## 18. Overtime

---

### 18.1. Waged Employees

- 18.1.1. SOH may require a waged employee to work a reasonable amount of overtime to ensure work continuity, efficiency and practice.
- 18.1.2. Where the Sydney Opera House is aware of the need for overtime to be worked at the time the rosters are created, the rostering of overtime will occur in consultation with rostered employees.
- 18.1.3. An employee may decline to work overtime in excess of rostered hours where the overtime would result in the employee working hours that are unreasonable. SOH will accept an employee's refusal to work overtime having regard to:
  - any risk to employee health and safety;
  - the employee's personal circumstances, including family responsibilities;
  - the seniority of the employee's position;
  - SOH's needs; and
  - the notice, if any, given by SOH of the overtime and by the employee of their intention to decline it.
- 18.1.4. When rostering overtime, EEO and OH&S issues must be considered for the individual involved and the employees with whom they are directly working. If excessive levels of overtime are identified in any area, the causes need to be investigated.

#### **Full-time, Part-time and Flexible time Waged Employees (other than those receiving a composite penalty)**

- 18.1.5. For all full-time, part-time and flexible time waged employees (other than those receiving a composite penalty), overtime will apply in the following circumstances at the specified rate below:

Overtime Rule	Applicable Rate	Clause Reference
---------------	-----------------	------------------

18.1.5.1.	<p><u>For Production Services employees (as defined in clause 14.4.1.2):</u></p> <ul style="list-style-type: none"> <li>Where in excess of 10 hours and no more than 12 hours are worked within a shift (<i>exclusive of unpaid meal breaks and inclusive of paid crib breaks</i>) that have been rostered as overtime hours</li> <li>Where greater than 12 hours are worked by a Production Services employee within a shift (<i>exclusive of unpaid meal breaks and inclusive of paid crib breaks</i>), other than on a Sunday or Public Holiday</li> </ul>	<p>a) The first two (2) hours of overtime worked within a shift / roster cycle will be paid at the rate of time and a half (150%); and</p> <p>b) Thereafter, all overtime hours worked within the roster period will be paid at the rate of double time (200%)</p>	<p><i>Clause 14.4.1 (Minimum and Maximum Shift Lengths)</i></p>
18.1.5.2.	<p><u>For employees in Departments other than Production Services:</u></p> <p>Where greater than 10 ordinary hours are worked within a shift (exclusive of unpaid meal breaks and inclusive of paid crib breaks), other than on a Sunday or Public Holiday.</p>	<p>a) The first two (2) hours of overtime worked within a shift / roster cycle will be paid at the rate of time and a half (150%); and</p> <p>b) Thereafter, all overtime hours worked within the roster period will be paid at the rate of double time (200%)</p>	
18.1.5.3.	<p>All hours rostered and worked as overtime between 2400 (midnight) to 0600 (6am) on a Monday to Saturday</p>	<p>a) The first two (2) hours of overtime worked within a shift / roster cycle will be paid at the rate of time and a half (150%); and</p> <p>b) Thereafter, all overtime hours worked within the roster period will be paid at the rate of double time (200%)</p>	<p><i>Clause 17.2.1.2 (Penalties - Monday to Saturday)</i></p>

18.1.5.4.	Where in excess of 152 ordinary hours are worked in each 4 week roster period	a) The first two (2) hours of overtime worked within a shift / roster cycle will be paid at the rate of time and a half (150%); and b) Thereafter, all overtime hours worked within the roster period will be paid at the rate of double time (200%)	Clause 14.2.2 (Hours per Roster Period)
18.1.5.5.	Where additional shifts are offered and accepted resulting in the employee having less than 9 rostered days off in a 4 week roster period (unless the employee has elected to accrue leave in lieu of payment for overtime).	All overtime hours worked will be paid at the rate of double time (200%).	<i>Clause 14.3.7 (Working on a Rostered Day Off) and Clause 18.2 (Leave in Lieu of Payment for Overtime);</i>
18.1.5.6.	Where Work in Excess of 50 hours / 7 days	Rate applicable to circumstance.	Clause 14.3.9 (Work in Excess of 50 Hours / 7 Days)
18.1.5.7.	<u>Sunday</u> – Where an employee works overtime hours on a Sunday	All overtime hours worked will be paid at the rate of double time (200%).	
18.1.5.8.	<u>Public Holiday</u> – Where an employee works overtime hours on a Public Holiday	All overtime hours worked will be paid at the rate of double time and one half (250%).	

#### **Full-time and Part-time Waged Employees Receiving a Composite Penalty**

- 18.1.6. For all full-time and part-time waged employees receiving a composite penalty, overtime will apply in the following circumstances at the specified rate below:

	Overtime Rule	Applicable Rate	Clause Reference
18.1.6.1.	Where greater than 12 ordinary hours are worked within a shift (inclusive of paid crib breaks) other than on a Public Holiday	All overtime hours worked will be paid at the rate of double time (200%)	<i>Clause 14.4.1 (Minimum and Maximum Shift Lengths)</i>

18.1.6.2.	Where in excess of 152 ordinary hours are worked in each 4 week roster period	a) The first two (2) hours of overtime worked within a shift / roster cycle will be paid at the rate of time and a half (150%); and b) Thereafter, all overtime hours worked within the roster period will be paid at the rate of double time (200%)	Clause 14.2.2 (Hours per Roster Period)
18.1.6.3.	Where additional shifts are offered and accepted resulting in the employee having less than 9 rostered days off in a 4 week roster period (unless the employee has elected to accrue leave in lieu of payment for overtime).	All overtime hours worked will be paid at the rate of double time (200%).	<i>Clause 14.3.7 (Working on a Rostered Day Off) and Clause 18.2 (Leave in Lieu of Payment for Overtime);</i>
18.1.6.4.	<u>Sunday</u> – Where an employee works overtime hours on a Sunday	All overtime hours worked will be paid at the rate of double time (200%).	
18.1.6.5.	<u>Public Holiday</u> – Where an employee works overtime hours on a Public Holiday	All overtime hours worked will be paid at the rate of double time and one half (250%).	

### Casual Waged Employees

- 18.1.7. For all casual waged employees, overtime will apply in the following circumstances at the specified rate below:

	Overtime Rule	Applicable Rate	Clause Reference
18.1.7.1.	<u>For Production Services employees(as defined in clause 14.4.1.2):</u> <ul style="list-style-type: none"> <li>Where a Production Services employee works in excess of 10 hours and no more than 12 hours within a shift (<i>exclusive of unpaid meal breaks and inclusive of paid crib breaks</i>) that have been rostered as overtime hours</li> <li>Where greater than 12 hours are worked by a Production Services</li> </ul>	a) The first two (2) hours of overtime worked within a shift / roster cycle will be paid at the rate of time and a half (150%); and b) Thereafter, all overtime hours worked within the roster period will be paid at the rate of double time (200%)	<i>Clause 14.4.1 (Minimum and Maximum Shift Lengths)</i>

	employee within a shift (exclusive of unpaid meal breaks and inclusive of paid crib breaks), other than on a Sunday or Public Holiday		
18.1.7.2.	<u>For employees in Departments other than Production Services:</u> Where greater than 10 ordinary hours are worked within a shift (exclusive of unpaid meal breaks and inclusive of paid crib breaks), other than on a Sunday or Public Holiday.	a) The first two (2) hours of overtime worked within a shift / roster cycle will be paid at the rate of time and a half (150%); and b) Thereafter, all overtime hours worked within the roster period will be paid at the rate of double time (200%)	Clause 14.4.1 (Minimum and Maximum Shift Lengths)
18.1.7.3.	All hours rostered and worked as overtime between 2400 (midnight) to 0600 (6am) on a Monday to Saturday	a) The first two (2) hours of overtime worked within a shift / roster cycle will be paid at the rate of time and a half (150%); and b) Thereafter, all overtime hours worked within the roster period will be paid at the rate of double time (200%)	Clause 17.2.1.2 (Penalties - Monday to Saturday)
18.1.7.4.	Where in excess of 152 ordinary hours are worked in each 4 week roster period	a) The first two (2) hours of overtime worked within a shift / roster cycle will be paid at the rate of time and a half (150%); and b) Thereafter, all overtime hours worked within the roster period will be paid at the rate of double time (200%)	Clause 14.2.2 (Hours per Roster Period)
18.1.7.5.	Where Casual FOH staff are rostered a shift of three hours and are required to work in excess of this shift length.	a) The first two (2) hours of overtime worked within a shift / roster cycle will be paid at the rate of time and a half (150%); and b) Thereafter, all overtime hours worked within the roster period will be paid at the rate of double time (200%)	Clause 14.4.1 (Minimum and Maximum Shift Lengths)
18.1.7.6.	Where Work in Excess of 50	Rate applicable to circumstance.	Clause 14.3.9 (Work in

	hours / 7 days		Excess of 50 Hours / 7 Days)
18.1.7.7.	<u>Sunday</u> – Where an employee works overtime hours on a Sunday	All overtime hours worked will be paid at the rate of double time (200%).	
18.1.7.8.	<u>Public Holiday</u> – Where an employee works overtime hours on a Public Holiday	All overtime hours worked will be paid at the rate of double time and one half (250%).	

18.1.8. Payment for overtime will be calculated to the nearest quarter hour and overtime on each day will stand alone.

## 18.2. Leave in Lieu of Payment for Overtime

18.2.1. Prior to working a stand alone overtime shift (where only overtime hours have been rostered) an employee may elect to have additional hours added to their recreation leave balance in lieu of payment. At the time the employee elects to convert payment for overtime to recreation leave, they may submit a leave form specifying the agreed date or time period in which this leave is to be taken.

18.2.1.1. Monday to Saturday - For all such converted overtime hours a payment equal to 100% of base pay will be made and additional recreation leave will be granted on the basis of one hour's leave for every hour of overtime worked.

18.2.1.2. Sundays - For all such converted overtime hours a payment equal to 125% of base pay will be made and additional recreation leave will be granted on the basis of one hour's leave for every hour of overtime worked.

18.2.1.3. Public Holidays - For all such converted overtime hours a payment equal to 150% of base pay will be made and additional recreation leave will be granted on the basis of one hour's leave for every hour of overtime worked.

## 18.3. Salaried Employees

18.3.1. 'Salaried' positions work flexible hours over a 24 hour per day seven days per week, dependent on their job requirements and expectations. As these employees are paid a salary, elements of overtime have already been included in salaried earnings and there is no additional payment for overtime. Any excessive hours worked will be managed in accordance with Clause 13.1.6 (*Managing Excessive Hours*).

# 19. Transport Arrangements

## 19.1. Reimbursement of Parking Expenses

19.1.1. Upon presentation of proof of payment to their department manager or other authorised officer, all employees continuously engaged by the Sydney Opera House since the date of the closure of the Gardens Car Park on 6 April 1993, will be entitled to the reimbursement of fifty percent of the concessional parking rate applying at the Sydney Opera House Car Park.

19.1.2. The reimbursement will apply only in the following circumstances:

- 19.1.2.1. where the employee concerned is rostered or required to commence work prior to 7.00am,
- 19.1.2.2. where the employee concerned is rostered or required to commence work after midday, or
- 19.1.2.3. where the employee concerned is rostered or required to finish work after 8.00pm.
- 19.1.3. Parking re-imbursement claims should be made within 3 months of the expense being incurred.

## 19.2. **Taxi Arrangements**

- 19.2.1. Subject to the provisions of this clause, SOH Managers and Supervisors:
  - 19.2.1.1. will approve the use of a cabcharge by staff who are rostered or required to finish work at or after midnight, or begin a shift prior to 6am; and
  - 19.2.1.2. may use their discretion to make a cabcharge available to an employee who finishes work prior to midnight, where they are reasonably satisfied that no suitable public transport is available.
- 19.2.2. Cabcharges will apply from the Sydney Opera House to the employee's place of residence, except where the employee lives beyond the Sydney suburban bus or train network whereby the SOH will instead supplement an employee's normal public transport arrangements with a cabcharge between the SOH and the departure station, or the destination station and home.
- 19.2.3. Where an employee meets the criteria of this clause and has alternatively chosen to park in the SOH Car Park, they may elect to have their parking costs reimbursed at the full concessional rate by presenting a receipt to their Manager or Supervisor for approval.
- 19.2.4. The SOH will consider an employee's public transport arrangements with regard to the commencement or finishing times of shifts.

## 20. **Allowances**

---

### 20.1. **Allowances (All Employees)**

#### 20.1.1. **Above-level Allowance**

- 20.1.1.1. An employee may be temporarily assigned to undertake some or all the duties of a role with higher salary or remuneration.
- 20.1.1.2. The Supervisor of the role into which an employee is temporarily assigned must authorise this, and discuss with the employee whether all or some of the duties of the higher role will be undertaken.
- 20.1.1.3. Where a Supervisor authorises an employee to undertake some of the duties of role with higher salary or remuneration, the Supervisor will provide the employee with a written rationale of which duties are to be performed, and the resulting percentage of above-level allowance the employee will receive.
- 20.1.1.4. The minimum period an employee must undertake these above-level duties before payment may be authorised is one shift or day, except in the following circumstances:
  - a) For waged employees in Production Services and the classifications of Ticket Sales Representative and Operational Security Officer, payment to the nearest quarter of an



hour may be authorised for a minimum of two hours and for the number of hours during the shift in which they perform in the higher waged role.

- b) Tour Guide waged employees will be paid an above-level allowance to the nearest quarter of an hour when they conduct backstage tours during the hours when no Supervisor is on duty.

20.1.1.5. Where a waged employee is authorised to undertake the duties of an above-level salaried role for a period that is expected to be less than four (4) weeks, the conditions under which employee is paid will remain unchanged. In these circumstances,

- the salaried rate of pay will be divided by forty-two (42) and multiplied by thirty-eight (38), and if applicable, adjusted by the authorised percentage.
- overtime will continue to be payable; and
- any penalties payable will be subsumed by the higher duties rate of pay. Where this is not possible, the higher duties allowance will not apply.

20.1.1.6. Where a salaried employee is authorised to undertake the duties of an above-level waged role for a period that is expected to be less than four (4) weeks, the employee will be employed in the higher paid waged role as if it were a salaried role, with no penalties or overtime payable, and with the waged rate of pay divided by thirty-eight (38) and multiplied by forty-two (42), and, if applicable, adjusted by the authorised percentage.

20.1.1.7. An employee may undertake higher duties for a maximum continuous period of twelve months, except in extraordinary circumstances where the SOH and the employee may agree to an extension beyond twelve months so long as the provisions of the Government Sector Employment Act 2013 and related legislation are met.

#### 20.1.2. **First Aid Allowance**

20.1.2.1. An employee who holds a current St. John's Ambulance Senior First Aid Certificate or equivalent and who is appointed by the SOH as a First Aid Officer will be entitled to receive the appropriate allowance as determined by the Public Service Commission for the duration of the appointment.

20.1.2.2. Employment classifications required to hold the First Aid Certificate include Operational Security Officers and Fire and Safety Officers.

20.1.2.3. Payment will be made at the rate provided for in Schedule 3 of this Agreement. Full time staff will receive a fortnightly payment based on this rate and part-time staff will receive a pro-rata amount dependent upon their part time hours.

20.1.2.4. The allowance is paid during periods of recreation leave and paid sick leave of up to four weeks but not during long service (extended) leave.

20.1.2.5. Casual staff will receive an hourly allowance payable on all normal hours worked in the fortnight.

20.1.2.6. Employees must produce the original certificate to the Payroll Unit so that a copy can be placed on their personal file.

#### 20.1.3. **Community Language Allowance**

20.1.3.1. The Community Language Allowance will be paid to employees who have passed examinations conducted by the National Accreditation Authority for Translators and Interpreters (NAATI) or

the Community Relations Commission and who are sought by the SOH to use their community language skills for the purposes of providing translation to people from Non English Speaking (NESB) backgrounds as an adjunct to their normal duties.

- 20.1.3.2. Information relating to exams is available from the Payroll Unit or by visiting the Community Relations Commission web site at [www.crc.nsw.gov.au](http://www.crc.nsw.gov.au).
- 20.1.3.3. The Community Language Allowance will be made at the rate provided for in Schedule 3 of this Agreement and adjusted in line with movements in rates from time to time as determined by the Department of Premier and Cabinet. The Allowance will:
- be paid as an allowance in the nature of salary for all purposes under the provisions of this Agreement;
  - be paid on a pro rata basis to part-time and casual employees; and
  - be paid only once regardless of the number of languages actually spoken.
- 20.1.3.4. Note that this allowance does not apply to Foreign Language Guides who are specifically employed for their language skills.

## **20.2. Allowances (Waged Employees)**

### **20.2.1. Tool Allowance & Insurance**

- 20.2.1.1. Employees in the classifications of Duty Technician who have electrical trade qualifications and are required to utilise their own personal tools in carrying out of their duties will be reimbursed the cost of purchase and maintenance of these tools at the rate provided for in Schedule 3 of this Agreement.
- 20.2.1.2. Employees in the classifications of Duty Technician who have mechanical fitting trade qualifications and are required to utilise their own personal tools in carrying out of their duties will be reimbursed the cost of purchase and maintenance of these tools at the rate provided for in Schedule 3 of this Agreement.
- 20.2.1.3. Adjustments to these rates will occur in line with salary / wage movements contained in this Agreement.
- 20.2.1.4. The SOH will work with staff employed in the above classifications to develop a list of tools required in the performance of their duties. Once these tools have been supplied by the SOH to an agreed quality and quantum this allowance will no longer be applicable.
- 20.2.1.5. The SOH will guarantee that tools belonging to employees, which are used in the normal course of employment, are insured against loss or damage whilst on the SOH's premises. The respective department manager shall maintain a register of all employees' tools that are to be covered by insurance.
- 20.2.1.6. The SOH may request that an employee store their tools on site during a particular job. If those tools are lost by theft from a break and enter then that employee will be entitled to be reimbursed by the SOH for loss of tools up to a value of \$1,000.00. Employees are required to take due care in safeguarding their personal tools while being used on site and ensuring their tools are safely secured in lockers, or elsewhere as agreed, when not in use.
- 20.2.1.7. In order to safeguard tools provided by the SOH to employees to carry out their duties against gross negligence or theft, employees provided with tools by the SOH will be responsible for their safe-keeping and will be required to recompense the SOH for the cost of replacing any

tool should it be damaged or lost due to gross negligence or theft by the actual employee. The value of such tools will be calculated by allowing for depreciation of 20% per annum.

## 20.2.2. **Recording & Broadcast Allowance**

20.2.2.1. The parties have agreed to phase-out the recording and broadcast allowance (RBA) during the term of this agreement.

20.2.2.2. Base rates of pay of each role classification below will be increased by the amount prescribed in the below table. This amount is equivalent to the 2015/2016 financial year average recording and broadcast allowance earnings of each department in receipt of this allowance at the time of certification of this agreement, after taking into account the impact that increased base rates of pay have on all other earnings (such as overtime and penalties).

Department	Rate	Relevant Role Classifications
Sound & AV	2.1%	Sound and AV Technician, Sound and AV Operator, AV Technician
Lighting	1.1%	Lighting Technician, Lighting Operator
Staging	0.9%	Staging Technician, Staging Operator
Stage Manager	2.0%	Stage Manager
Tech Support	0.8%	Tech Support Technician

20.2.2.3. Base rates of pay will be increased in, or backdated to, the first full pay period immediately following certification by the NSW Industrial Relations Commission.

20.2.2.4. Further review and adjustment - a further one-off adjustment in rates of pay may be made if there is an increase in recording and broadcast activity in the two-year period immediately following the inclusion of the RBA into base rates of pay and role classifications are financially disadvantaged.

Immediately following certification by the NSW Industrial Relations Commission, the SOH will no longer quote or charge specific recording and broadcast allowance fees to potential hirers.

The SOH will continue to document recording and broadcast activity for a two-year period following the inclusion of the RBA into base rates of pay. This is for the sole purpose of determining the RBA earnings that would have applied if the allowance had continued unchanged (2018 review data). These records will be sufficient to facilitate an appropriate review by the parties. The terms and conditions of the Sydney Opera House Enterprise Agreement 2013-2016 that prescribed eligibility for payment of a Recording and Broadcast Allowance will continue to apply for the purpose of this review. If this review finds that the former method for calculating the RBA allowance would have resulted in a higher rate than was included in base rates of pay in 2016, this higher rate will apply to ensure relevant departmental employees were not financially disadvantaged. However, no adjustment to rates of pay will occur if there is no financial detriment.

## 20.2.3. **Appearance Money**

20.2.3.1. Production Services employees required to undertake their normal duties on stage/performance space while in view of an audience during the performance will be paid an allowance at the rate provided for in Schedule 3 of this Agreement.

20.2.3.2. This allowance will not apply to employees:

- a) working in a blackout on a stage;

- b) who handle musical instruments and other equipment during a concert interval, change in movement, act or program;
- c) employed in Sound & AV Services required to mix a concert or other performance in view of the audience.

20.2.3.3. Adjustments to this rate will occur in line with salary movements contained in this Agreement. The General Manager, Theatre and Events will attempt to resolve any disagreement as to the application of this allowance, prior to the matter being resolved by the dispute resolution procedure.

#### 20.2.4. **Costume Allowance**

20.2.4.1. An employee who is eligible to receive an Appearance Allowance as provided for in Clause 21.2.3 (*Appearance Money*), who also is required to wear a costume in the carrying of their duties will be paid an additional allowance at the rate provided for in Schedule 3 of this Agreement. Adjustments to this rate will occur in line with salary movements contained in this Agreement.

20.2.4.2. The Director, Performing Arts will attempt to resolve any disagreement as to the application of this allowance, prior to the matter being resolved by the dispute resolution procedure.

#### 20.2.5. **Clothing Allowance**

20.2.5.1. Employees who are required to perform their duties in formal attire will be reimbursed for expenses incurred in purchasing and laundering these garments as provided for in this clause.

20.2.5.2. For the purposes of this clause, 'formal attire' is considered to be clothing above the standard of a 'business' suit or dress, consisting of an equivalent standard to a dinner suit or an 'evening wear' style gown. Reference should be made to the SOH Clothing Allowance Policy for further detail of arrangements and roles required to perform duties in formal attire.

20.2.5.3. Employees required by the SOH to provide and wear their own formal clothes whilst rostered on duty will be paid a clothing allowance at the rate provided for in Schedule 3 of this Agreement for any week in which one or more shifts require the wearing of such clothes. Full-time and part-time employees only may choose to alternatively receive this weekly allowance as an up-front payment at the beginning of each financial year. Should such employee terminate their employment prior to the end of the financial year, these advanced monies will be recoverable from their final pay.

20.2.5.4. This rate will be adjusted in line with movements of the average Consumer Price Index (CPI) - general clothing and footwear index at the same time as adjustments to salary / wage movements contained in this Agreement

20.2.5.5. For those employees only occasionally required to wear formal attire (of the standard defined above) to carry out their role, as currently occurs in these circumstance, the SOH will discuss this with the employee concerned and mutually agree to either reimburse the employee for the hire of such evening wear or reimburse the employee for the cost of laundering their own formal attire.

#### 20.2.6. **Electrical Licence Allowance**

20.2.6.1. Trade qualified electricians working in the classifications of Duty Technician will be reimbursed for the cost of maintaining an Electrician's trade licence as required under law to perform the function of their position.

20.2.6.2. Electrical Licence Allowance is payable at the rate provided for in Schedule 3 of this Agreement. Payment is made on an hourly basis, in addition to their base rate of pay. It is considered to be salary for all purposes.

20.2.6.3. Adjustments to this rate will occur in line with salary movements contained in this Agreement.

20.2.7. **Forklift Licence Allowance**

20.2.7.1. An employee, who, in the course of their employment, is licensed to and is required to operate a forklift, shall be paid an allowance at the rate provided for in Schedule 3 of this Agreement.

20.2.7.2. Adjustments to this rate will occur in line with salary movements contained in this Agreement.

20.2.7.3. Employees must produce the original licence to the Payroll Unit so that a copy can be placed on their personal file.

20.2.8. **Gantry Crane Licence Allowance**

20.2.8.1. An employee, who, in the course of their employment, is licensed to and is required to operate a gantry crane, shall be paid an allowance at the rate provided for in Schedule 3 of this Agreement.

20.2.8.2. Adjustments to this rate will occur in line with salary movements contained in this Agreement.

20.2.8.3. Employees must produce the original licence to the Payroll Unit so that a copy can be placed on their personal file.

20.2.9. **Scaffolding/Rigging Allowance**

20.2.9.1. An employee holding a Scaffolding or Rigging Certificate issued by SafeWork NSW and who is engaged on work requiring a certified person shall receive an allowance at the rate provided for in Schedule 3 of this Agreement.

20.2.9.2. Adjustments to this rate will occur in line with salary movements contained in this Agreement.

20.2.9.3. Employees must produce the original certificate to the Payroll Unit so that a copy can be placed on their personal file.

20.2.10. **Reimbursement of Security Licence**

20.2.10.1. Appropriately qualified Emergency Planning and Response Group employees are required by the SOH and under law to use their Security Licence to perform the function of their position and will be reimbursed the cost of maintaining a Security Licence.

20.2.10.2. Upon production of the license and an appropriate receipt number to the Payroll Unit, the SOH will reimburse the total cost of the Licence at the time of renewal.

20.2.11. **Additional Skills / Competencies Allowance**

Any employee in receipt of a competency payment at the time of certification of this Agreement will continue to receive the set competency payment. Payments being made for competencies are considered as salary for all purposes.

## 21. Leave Entitlements

---

### 21.1. Introduction

21.1.1. All leave entitlements, other than those specified, within clause 21.2 Annual (Recreation Leave) below, are provided for in the NSW Government Personnel Handbook of the New South Wales Public Service Commission or the provisions of the GSE legislation, as amended from time to time. These include but are not limited to the following:

- Extended (Long Service) Leave
- Family and Community Services Leave
- Leave Without Pay
- Military Leave
- Parental Leave
- Sick Leave
- Special Leave

21.1.2. SOH will maintain an up to date summary of basic conditions on the SOH Intranet. However, for a comprehensive explanation of current conditions and their application, employees should refer to the NSW Government Employment Portal on the Public Service Commission (PSC) website ([www.psc.nsw.gov.au/employmentportal](http://www.psc.nsw.gov.au/employmentportal)) or contact the SOH Human Resources Department.

21.1.3. Casual employees are not entitled to any paid leave (except for any entitlement under the NSW Long Service Leave Act 1955 (as amended), nor to annual leave loading.

### 21.2. Annual (Recreation) Leave

21.2.1. Annual (Recreation) Leave entitlements are provided for by this Agreement in so far as they differ from the Annual (Recreation) Leave provisions of the NSW Government Personnel Handbook (as amended by the Department of Premier and Cabinet).

#### 21.2.2. Leave Accrual

21.2.2.1. Role classifications in receipt of a scaled penalty of 7.5% or more upon certification of this agreement, will continue to accrue Annual (Recreation) Leave on a daily basis at the full-time equivalent rate of 5 weeks per annum (or their hourly equivalent) up until January 2018 when scaled penalty earnings will be incorporated into base rates of pay (in accordance with clause 17.2.2.9 of this agreement) and this measure will cease to have effect.

21.2.2.2. Role classifications in receipt of a scaled penalty of less than 7.5% upon certification of this agreement, will continue to accrue Annual (Recreation) Leave on a daily basis at the full-time equivalent rate of 4 weeks per annum (or their hourly equivalent) up until January 2018 when scaled penalty earnings will be incorporated into base rates of pay (in accordance with clause 17.2.2.9 of this agreement) and this measure will cease to have effect.

21.2.2.3. Following the removal of scaled penalties in January 2018, Annual (Recreation) Leave will be accrued on a daily basis in accordance with the following table.

Classification of Employment	Description	Annual Accrual
Salaried	For the purposes of this clause, a role will be categorised as 'salaried employee' as	On an hourly basis at the full-time equivalent rate

employees	provided for in clause 13 of this Agreement	of 5 weeks (or 200 hours) per annum. A pro-rata accrual applies to part-time employees.
Waged employees – <i>continuous shifts</i>	For the purposes of this clause, a role will be categorised as working a pattern of ' <i>continuous shifts</i> ' where its normal and regular roster pattern includes the scheduling of shifts across all hours of a 7 day / 24 hour rotational roster cycle.	On an hourly basis at the full-time equivalent rate of 5 weeks (or 190 hours) per annum. A pro-rata accrual applies to part-time and flexible-time employees.
Waged employees – <i>non-continuous shifts</i>	For the purposes of this clause, a role will be categorised as working a pattern of ' <i>non-continuous shifts</i> ' where its normal and regular roster pattern includes the scheduling of shifts outside the hours of 0600 to 2400 Monday to Saturday, resulting in the role being regularly rostered on Sundays and public holidays.	On an hourly basis at the full-time equivalent rate of 5 weeks (or 190 hours) per annum. A pro-rata accrual applies to part-time and flexible-time employees.
Waged employees – <i>day shifts</i>	For the purposes of this clause, a role will be categorised as working a pattern of ' <i>day shifts</i> ' where its normal and regular pattern of work includes the scheduling of shifts within the hours of Monday to Saturday 0600 – 2400.	On an hourly basis at the full-time equivalent rate of 4 weeks (or 152 hours) per annum. A pro-rata accrual applies to part-time and flexible-time employees.

21.2.2.4. Classification of roles at the time of certifying this Agreement.

- a) Continuous shifts - at the time of certifying this agreement, the role classifications in receipt of a composite penalty as prescribed by clause 17.4 of this agreement were considered to work '*continuous shifts*' for the purposes of this clause. These roles will continue to accrue leave on a daily basis at the full-time equivalent rate of 5 weeks per annum (or the hourly equivalent) while rostered a pattern of work consistent with this description.
- b) Non-continuous shifts - at the time of certifying this agreement, the following role classifications were considered to work '*non-continuous shifts*' for the purposes of this clause - *Stage Manager; Occupational Health Nurses; FOH Theatre Manager, FOH Attendant; Staging Supervisor; Staging Technician; Staging Operator; Lighting Supervisor; Lighting Technician; Lighting Operator; Sound & AV Supervisor; Sound & AV Technician; Sound & AV Operator; Tech Support Technician; Duty Technician (Building); Creative Play Facilitator; Event Safety Officer; SOH Host; Tour Guide; and Ticket Sales Representative*. These roles will continue to accrue leave on a daily basis at the full-time equivalent rate of 5 weeks per annum (or the hourly equivalent) while rostered a pattern of work consistent with this description.

- c) Day shifts - At the time of certifying this agreement, all roles not classified as working continuous or non-continuous shifts as provided for in sub-clauses (a) or (b) above were considered to work 'day shifts' for the purposes of this clause. These roles will continue to accrue leave on a daily basis at the full-time equivalent rate of 4 weeks per annum (or the hourly equivalent) while rostered a pattern of work consistent with this description.
- 21.2.2.5. All new roles created following the following certification of this agreement, will accrue Annual (Recreation) Leave on a daily basis in accordance with the above table.
- 21.2.2.6. Employees whose employment commenced prior to 1 July 2006 who accrued Annual (Recreation) Leave on a daily basis at the higher rate of 5 weeks or 190 hours per annum, and who have remained continuously employed in that classification since that date, will continue to accrue this higher rate.
- 21.2.3. Part-time and flexible time employees accrue the same annual leave entitlements as full-time employees on a pro-rata basis.
- 21.2.3.1. Accrued Annual (Recreation) Leave for temporary employees may be carried over successive contracts where immediately re-engaged on a new temporary contract without a break in employment.
- 21.2.3.2. Casual employees are not entitled to paid recreation leave. The casual loading incorporates a payment in lieu of this entitlement.
- 21.2.3.3. SOH and the MEAA are committed to ensuring that employees are able to take a reasonable amount of recreation leave each year and that accrued leave balances are appropriately managed to minimise the financial and operational impact on the SOH. Consistent with this commitment, the following will apply:
- a) The minimum period of recreation leave that may be applied for is 30 minutes.
  - b) An employee will provide as much notice as possible of their intent to take Recreation (Annual) Leave. Except in exceptional circumstances, an employee will provide no less than 10 days advance notice.
  - c) All leave must be approved prior to being taken and will be subject to the convenience of the Sydney Opera House.
  - d) Employees will be encouraged to take a reasonable quantity of recreation leave per annum to ensure adequate rest and recuperation.
  - e) Where an employee accrues leave on a part-time basis and takes a period of leave, they may apply for this leave to be paid up to the full-time hourly equivalent rate while on leave.
  - f) For OH&S reasons, employees are required, providing sufficient leave is available, to take at least one consecutive period of recreation leave each year of at least 2 weeks, 76 hours for waged employees or 80 hours for salaried employees, or pro rata of this amount for part-time and flexible time employees.
  - g) The parties acknowledge that an acceptable Annual (Recreation) Leave balance is between 5 to 7.5 weeks for all employees accruing 5 weeks per annum; 4 to 6 weeks for all employees accruing 4 weeks per annum; and a pro-rata of this amount for part-time and flexible time employees.
  - h) SOH will ensure that employees will continue to be notified of their recreation leave balances through regular pay slips and additionally notify an employee when their accrued leave balances exceeds the upper value of the acceptable balance range above. This will



ensure employees and their managers have adequate time to plan a mutually convenient absence from work.

- i) The parties recognise that an employee may be prevented by reasonable operational or personal reasons from taking recreation leave. In these circumstances, the employee's Manager will provide Human Resources with a leave management plan that specifies the period of time leave will be conserved and the mechanisms to ensure leave balances remain within an acceptable range.
- j) The maximum allowable leave balance that may be accrued for employees under this Agreement is:
  - o 10 weeks (400 hours) for full-time salaried employees; or
  - o 10 weeks (380 hours) for full-time waged employees working as continuous or non-continuous shift workers under this clause; or
  - o 8 weeks (304 hours) for full-time waged employees working as day workers under this clause; or
  - o a pro rata of the relevant full-time rate above for part-time and flexible time employees.
- k) In exceptional circumstances, where reasonable operational or personal reasons prevent an employee being able to take recreation leave, an employee's Manager may approve an employee conserving their balance and continuing to accrue leave above the maximum accrual rate.

#### **21.2.4. Annual Leave Loading (Waged Employees)**

- 21.2.4.1. Full-time, Part-time and Flexible-time 'waged' employees are entitled to the payment of an annual leave loading of 17.5% of the monetary value of recreation leave accrued in the normal way in the previous leave year.
- 21.2.4.2. This payment will not apply to salaried employees who receive an allowance for this payment in their salaries.
- 21.2.4.3. A separate lump sum payment for annual leave loading is not payable to employees in receipt of a composite wage as it is included in the composite penalty payments (refer clause 17.4 – *Emergency Planning & Response Group Employees*).
- 21.2.4.4. The annual leave loading entitlement will be calculated on base pay and will exclude penalties. The annual leave loading will however include higher duties provided they have been paid continuously for more than 12 months.
- 21.2.4.5. Annual leave loading will be paid in full to an employee at the time they take a minimum of two weeks recreation leave or when the balance of leave loading is calculated at 30 November each year.

## **22. Notice of Termination**

---

- 22.1. Except where misconduct justifies summary dismissal, SOH will give any ongoing employee it terminates for any reason a minimum of two weeks notice, or payment in lieu of notice.


- 22.2. Except where misconduct justifies summary dismissal, SOH will give any temporary employee it terminates for any reason a minimum of two weeks notice, or payment in lieu of notice, subject to that employee having at least two weeks left in their engagement.

## 23. Signatories to the Agreement

In recognition of the acceptance of the terms and conditions of this Agreement (including all Attachments), the parties have placed their signatures below as indicated


### Sydney Opera House

Signed on behalf of the Sydney Opera House

Name Louise Heron  
Signature  Date 20/9/16

### Media Entertainment Arts Alliance

Signed on behalf of the Media Entertainment Arts Alliance

Name PAUL MURPHY  
Signature  Date 19/9/16

## Schedule 1 – Base Rates of Pay

EA 2016 Remuneration Rates																	
					As at 08 July 2016 - 2.5%												
					‘Waged’ Annual Base		‘Salaried’ Employment Annual Rate of Pay										
Grade	Level	CED ‘Work Value’ Points			p.a.	p.h.	PP1	PP2	PP3	PP4	PP5	PP6	PP7	PP8	PP9	PP10	PP11
5	2	617	-	683	\$104,096	\$ 52.50	\$138,632	\$139,842	\$141,553	\$143,263	\$144,976	\$146,684	\$148,397	\$150,106	\$151,820	\$153,531	\$155,208
	1	550	-	616	\$98,098	\$ 49.47	\$123,565	\$123,704	\$125,495	\$127,289	\$129,085	\$130,875	\$132,668	\$134,462	\$136,255	\$138,048	\$140,142
4	3	484	-	549	\$90,972	\$ 45.88	\$116,028	\$117,023	\$118,979	\$120,936	\$122,889	\$124,846	\$126,800	\$128,755	\$129,590		
	2	417	-	483	\$85,584	\$ 43.16	\$103,974	\$105,124	\$107,113	\$109,102	\$111,087	\$113,077	\$115,068	\$117,536			
	1	350	-	416	\$79,690	\$ 40.19	\$91,920	\$93,390	\$95,346	\$97,302	\$99,255	\$101,213	\$103,168	\$105,124	\$105,481		
3	3	300	-	349	\$76,547	\$ 38.61	\$87,396	\$88,663	\$90,536	\$92,411	\$94,287	\$96,157	\$96,439				
	2	250	-	299	\$73,283	\$ 36.96	\$79,864	\$81,330	\$83,164	\$84,996	\$86,829	\$88,663	\$88,906				
	1	200	-	249	\$66,372	\$ 33.47	\$72,328	\$73,831	\$75,703	\$77,579	\$79,455	\$81,330	\$81,372				
2	3	174	-	199	\$62,725	\$ 31.63	\$64,797	\$66,303	\$67,809	\$69,313	\$70,817	\$72,324	\$73,836				
	2	147	-	173	\$58,951	\$ 29.73	\$60,274	\$61,656	\$63,034	\$64,416	\$65,797	\$67,177	\$68,561				
	1	120	-	146	\$55,051	\$ 27.76	\$57,262	\$58,617	\$59,974	\$61,328	\$62,685	\$64,040					
1	3	105	-	119	\$51,022	\$ 25.73	\$52,739	\$54,097	\$55,455	\$56,809	\$58,165	\$59,523					
	2	90	-	104	\$46,867	\$ 23.64	\$48,329	\$49,577	\$50,931	\$52,287	\$53,641	\$55,002					
	1	75	-	89	\$42,586	\$ 21.48	\$44,452	\$45,771	\$47,090	\$48,408	\$49,727						

## Schedule 2 - Scaled Penalties

Position	Portfolio	Department	Disability Allowance Component*	Scaled Penalty Rate – inclusive* (Effective July 2016)
Ticket Sales Representative	Visitor Experience	Ticketing Services	0	11.50
Duty Technician	Building.	Building Services	1.25	13.75
Occupational Health Nurse	Safety, Security & Risk	Safety	0	14.25
Operator – Lighting	Performing Arts	Production Services	0.25	13.75
Technician – Lighting	Performing Arts	Production Services	0.25	13.75
Supervisor – Lighting	Performing Arts	Production Services	0.25	13.75
Operator – Sound	Performing Arts	Production Services	0.25	14.25
Technician – Sound	Performing Arts	Production Services	0.25	14.25
Supervisor – Sound	Performing Arts	Production Services	0.25	14.25
Tech Support Technician	Performing Arts	Production Services	0	12.50
Stage Manager	Performing Arts	Event Operations & Planning	0	12.5
Operator – Staging	Performing Arts	Production Services	0.25	15.00
Technician – Staging	Performing Arts	Production Services	0.25	15.00
Supervisor – Staging	Performing Arts	Production Services	0.25	15.00
Front of House Theatre Manager	Theatre & Events	Front of House	0	20.00
Front of House Attendant	Theatre & Events	Front of House	0	22.25
Host Team	Theatre & Events	Front of House	0	13.75
Tour Guide	Tours & Retail	Tours	0	12.50
Tourism Reservation & Sales Consultant	Tours & Retail	Tours	0	5.00
Creative Play Facilitator	Performing Arts	Sydney Opera House Presents	0	11.50

### Schedule 3 - Allowance Payment /Adjustment Schedule

Allowance	Clause	Adjusted by	Frequency	Rate										
Additional Skills/Competency Allowance	20.2.11	Not Applicable	Not Applicable	Not Applicable										
Appearance Allowance	20.2.3	Salary movements in this Agreement	Annual	\$13.63 per performance										
Clothing Allowance	20.2.5	Annual movements of the CPI Clothing Index	At the same time as salary / wage movements are applied in this Agreement	\$11.61 per week (as at June 2012)										
Community Language Allowance	20.1.3	Department of Premier & Cabinet	As provided	\$1,388 per annum										
Costume Allowance	20.2.4	Salary movements in this Agreement	Annual	\$6.47 per performance										
Electrical Licence Allowance	20.2.6	Salary movements in this Agreement	Annual	\$2,484 per annum										
First Aid Allowance	20.1.2	Department of Premier & Cabinet	As provided	\$888 per annum										
Forklift Licence Allowance	20.2.7	Salary movements in this Agreement	Annual	\$328 per annum										
Gantry Crane Licence Allowance	20.2.8	Salary movements in this Agreement	Annual	\$454 per annum										
Meal Allowance (Overtime)	14.4.6	'Reasonable Meal Allowance Limit' as set by the Australian Tax Office (ATO)	Annual as determined by the ATO	<table><tr><th>Timeband</th><th>Rate</th></tr><tr><td>06:00 to 10:00</td><td>\$23.47</td></tr><tr><td>10:00 to 15:00</td><td>\$29.40</td></tr><tr><td>15:00 to 23:00</td><td>\$29.40</td></tr><tr><td>23:00 to 06:00</td><td>\$23.47</td></tr></table>	Timeband	Rate	06:00 to 10:00	\$23.47	10:00 to 15:00	\$29.40	15:00 to 23:00	\$29.40	23:00 to 06:00	\$23.47
Timeband	Rate													
06:00 to 10:00	\$23.47													
10:00 to 15:00	\$29.40													
15:00 to 23:00	\$29.40													
23:00 to 06:00	\$23.47													
Reimbursement or Security Licence	20.2.10	Full Cost Reimbursement	Not Applicable	Not Applicable										
Scaffolding / Rigging Allowance	20.2.9	Salary movements in this Agreement	Annual	\$0.84 per hour										
Tool Allowance & Insurance of Tools	20.2.1	Salary movements in this Agreement	Annual	\$995 per annum (Electrician) \$1,823 per annum (Mechanical Fitter)										