

CASUAL CREW COLLECTIVE AGREEMENT

BETWEEN: THE MEDIA ENTERTAINMENT & ARTS
ALLIANCE OF 245 Chalmers Street, Redfern
NSW 2016

AND THE of
.....
.....
("The Employer")

THIS AGREEMENT SHALL BE KNOWN AS:
CASUAL CREW COLLECTIVE AGREEMENT 2014

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PART 1 APPLICATION AND OPERATION OF AGREEMENT**1. TITLE**

- 1.1 This Agreement shall be known as the [.....name of Production.....]
Casual Crew Collective Agreement which may be referred to as “the Casual Crew Agreement”, “this Agreement”, “the Agreement” or “the CCA”.

2. APPLICATION AND PARTIES COVERED

- 2.1 This Agreement covers [.....name of Employer.....]
(here after referred to as “the Employer”) the Media Entertainment and Arts Alliance
and all casual crew employed by the Employer.

3. DATE AND PERIOD OF OPERATION

- 3.1 This Agreement shall commence from the date of registration.
- 3.2 The Agreement shall remain in force until 31 December 2015. At the expiration of this period, a party may terminate the Agreement by giving a period of four weeks’ notice. Should no such notice be given, the terms and conditions of this Agreement will continue in force until replaced by a new agreement.

4. RELATIONSHIP TO PARENT AWARD

- 4.1 For the purpose of this agreement, the Parent Award is the Live Performance Award 2010.
- 4.2 Where this Agreement is inconsistent with the Award the terms of this Agreement shall prevail.
- 4.3 The Award provisions not varied by this Agreement shall continue to apply

5. MINIMUM ENTITLEMENTS

This Agreement provides minimum entitlements only.

6. NO EXTRA CLAIMS

- 6.1 There shall be no further increases sought or granted during the period of this Agreement unless provided for within this Agreement.
- 6.2 Following the introduction of this agreement, the Employer will not reduce any casual employee’s pre-negotiated casual rate of pay.

7. NEGOTIATION PROCESS OF AGREEMENT

- 7.1 MEAA and its casual crew members are committed to the maintenance of a constructive and harmonious employment environment.
- 7.2 In negotiating the terms of this Agreement the Employer and MEAA recognise the need for a stable environment, providing financial security for casual crew and enhanced industry flexibility and efficiency.
- 7.3 Negotiations between MEAA and LPA commenced in 2013.
- 7.4 The Employer has now reached agreement with MEAA on the content of this Agreement.

7.5 MEAA and LPA agree to commence negotiations for the next agreement no later than 30th September 2015.

8. INDUSTRY NEGOTIATIONS

It is understood that Live Performance Australia (LPA), representing employers, will negotiate with MEAA on employment issues affecting the entertainment industry during the course of this agreement.

9. VARIATION OF AGREEMENT

The Allowances set out in Clause 19 of this Agreement will be increased annually in accordance with movements in the consumer price sub-index group as provided in the Live Performance Award 2010. The date of effect for such increases will be from the first pay period on or after 1 July each year.

10. WAGE INCREASES

The minimum weekly wages of Casual crew covered by this Agreement, including yearly increases, are set out in Clause 18.

11. DEFINITIONS

Act means the Fair Work Act 2009.

Archival and/or reference recording means a recording of a performance or rehearsal for the purpose of historical record or reference. An archival recording is: a historical record for the employer for use by the employer, students or historians; an archival reference for rights holders, principal cast and production (creative team with appropriate waivers executed by the employer); a performance reference for a performer where more than one performer is cast to perform the same role; a tool to on-sell the performance; for planning and research; a guide to recreate the production when it is restaged or revised; for a choreographer, director or musical director to remount future productions. Reference recordings must only be used as a reference to enable training and teaching in the revival of productions. Such recordings must remain under the control of the owner and must not be used for any other purposes.

Union or MEAA means the Media, Entertainment and Arts Alliance.

Call means a call or direction by the Employer to a casual employee to attend for work at a particular time.

Commercial Theatres include the Sydney Lyric, the Capitol and Theatre Royal in Sydney, Her Majesty's Theatre, the Comedy Theatre, the Regent Theatre, the Princess Theatre and the Forum Theatre in Melbourne.

Engaged casually or casual employee or casual crew or casual production employee means an employee engaged by the hour.

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

FWC means the Fair Work Commission.

LPA means Live Performance Australia.

NES means the National Employment Standards as contained in sections 59 to 131 of the Act.

Performance means the enactment or presentation, in whole or in part, of a play, musical play, opera, ballet, dance, concert or other live entertainment given by performers which is open to the general public on payment of an admission charge and/or for which the employer receives payment or other benefit.

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

Time and a half and Double time used in relation to pay respectively mean at the rate of one and a half and twice the ordinary rate of pay of the casual employee in question calculated pro rata for the time for which the payment is to be made.

Words importing the masculine gender shall be deemed to include the female gender and the singular to include the plural and vice versa unless there is something repugnant or inconsistent with such interpretation.

PART 2 - AGREEMENT FLEXIBILITY

12. INDIVIDUAL FLEXIBILITY ARRANGEMENT

12.1 An employer and casual employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a)** the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates; and
 - (iv) allowances;
- (b)** the arrangement meets the genuine needs of the employer and casual employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c)** the arrangement is genuinely agreed to by the employer and casual employee.

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

- (a)** are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b)** are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c)** result in the casual employee being better off overall than the casual employee would be if no arrangement was made.

12.3 The employer must ensure that the individual flexibility arrangement:

- (a)** is in writing; and
- (b)** includes the name of the employer and casual employee; and

- (c) is signed by the employer and casual employee and if the casual employee is under 18 years of age, signed by a parent or guardian of the casual employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the casual employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 12.4** The employer must give the casual employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 12.5** The employer or casual employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and casual employee agree in writing — at any time.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

13. DISPUTE RESOLUTION

- 13.1** If a dispute relates to:
- (a) matter arising under the agreement; or
 - (b) the National Employment Standards;
- this term sets out procedures to settle the dispute.
- 13.2** A casual employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 13.3** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the casual employee or casual employees and relevant supervisors and/or management.
- 13.4** If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.
- 13.5** FWC may deal with the dispute in 2 stages:
- (a) FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if FWC is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- 13.6** While the parties are trying to resolve the dispute using the procedures in this term:
- (a)** a casual employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b)** a casual employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) suitable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the casual employee to perform; or
 - (iv) there are other reasonable grounds for the casual employee to refuse to comply with the direction.

- 13.7** The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.

14. CONSULTATION AND MAJOR CHANGE

Employer to notify

- 14.1** Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- 14.2** Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- 14.3** This provision does not affect an Employer's decision to cancel performances, to alter performance schedules or to terminate the season of performances sooner than the contracted date.

Employer to discuss change

- 14.4** The Employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause **14.1**, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes
- 14.5** The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 14.1.

- 14.6** For the purposes of such discussion, the Employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Employer is not required to disclose confidential information the disclosure of which would be contrary to the Employer's interests
- 14.7** The Employer shall invite the employees concerned to give their views about the impact of the proposed change, including any impact on their caring or family responsibilities, and give consideration to any views given by the employees about the impact of the change
- 14.8** This provision does not affect an Employer's decision to cancel performances, to alter performance schedules or to terminate the season of performances sooner than the contracted date.

PART 4 – GENERAL EMPLOYMENT CONDITIONS

15. CASUAL EMPLOYMENT

A casual employee is engaged by the hour for a minimum of four consecutive hours. The employment of a casual employee may be terminated without notice by either the casual employee or employer subject to the payment of the minimum amount of wages and subject to the casual employee working the time covered by the payment of such wages.

16. TERMINATION OF EMPLOYMENT

Notice of termination is provided for in the NES.

17. REDUNDANCY

Redundancy pay is provided for in the NES.

PART 5 – WAGES, ALLOWANCES AND RELATED MATTERS

18. CLASSIFICATIONS AND WAGES

- 18.1** The classifications for casual employees are set out in Schedule A of this agreement.
- 18.2** Schedule B sets out the minimum rates of pay and the proposed increases as at 29 April 2014.
- 18.3 Wage Increases**
- (a)** From the date of Registration - by dividing the award weekly rate by 38 and adding a casual loading of 24% and increasing that hourly rate by 6%;
 - (b)** From 1 July 2014 - by dividing the award weekly rate by 38 and adding a casual loading of 25% and increasing that hourly rate by 6%; and

- (c) From 1 January 2015 – by dividing the award weekly rate 38 and adding a casual loading of 25% and increasing the hourly rate by 11%;
- (d) From 1 July 2015 – increasing the casual hourly rates of pay to those provided in Her Majesty's Theatre (Melbourne) Agreement 2014-2015.

(NB: The award rates of pay will be increased as from 1 July 2014 by the FWC which will become the new award classification wage rate. For the avoidance doubt, the initial 6% increase will be absorbed by the 11% increase from 1 January 2015).

19. ALLOWANCES

19.1 Use of vehicle allowance

Where an employer requests a casual employee to use their own motor vehicle in the performance of their duties, such casual employee will be paid an allowance of \$0.76 per kilometre.

19.2 Late Night Transport

Where a casual employee is detained at work until it is too late to travel home by the last train, tram, bus or other regular public conveyance and has no other means of returning home, the employer will provide proper conveyance to the casual employee's home for the casual employee so detained.

19.3 Transmission or recording allowance

- a) Where a performance is to be recorded or transmitted by any means, including but not limited to radio or television transmission or film, video or audio recording, and whether transmitted live or recorded for later transmission, exhibition, distribution or sale, all production casual employees who perform work on that performance will receive an allowance in addition to the rate they would otherwise have received for that performance, *provided that*:
 - i. Where recording or transmission applies only to the audible component of a production and no visible images are to be recorded or transmitted, the allowance will be payable to sound technicians only.
 - ii. Where the express purpose of hiring the venue and engaging production employees is the making of a television transmission, film or commercial, the allowance will be payable to each production employee only once in respect of each hiring, irrespective of the number of performances or episodes produced .
 - iii) An employee's entitlement to the loading shall be determined neither by whether images of that employee are recorded or transmitted, nor by whether an audience is present.
- b) The allowance will **not** be payable in respect of:
 - (i) Extracts of a performance or performances which are recorded or transmitted for news, publicity or promotional purposes, including paid television or radio commercials for the promotion of that performance or the season of which that performance is a part.
 - (ii) Archival recordings made for education, training, historical record or reference, provided that such recordings will not be used for public broadcast, exhibition, distribution or sale.

- (iii) Recording or transmission which is to be a documentary or part of a documentary, *except that* when the Employer agrees to pay a similar or equivalent allowance to performers, the allowance shall be paid to all production employees who work on that performance.
 - (iv) Unauthorised recording, upload or transmission performed without the Hirer's express consent.
 - (v) Recording, in any medium, which consists of still images only.
- c) It shall be a condition of employment for production employees that they may from time to time be required to work on performances which will be recorded or transmitted according to the provisions set out in 19.3(a).
- d) The amount of the transmission or recording allowance shall be 15.9% of the weekly rate for an employee classified at Level 4 in the Award, subject to variation as provided for by the Annual Wage Review.

19.4 Other Allowances

Other allowances provided for in the Award, specifically the Costume Allowance and the Tool Allowances, have been absorbed into the wage rates provided for in this Agreement.

20. HIGHER DUTIES

Where a casual employee is required to work on higher duties, the prescribed rate of pay for which is higher than for the casual employee's ordinary duty, the casual employee will be paid for the time so worked at the higher rate with a minimum payment of four hours. If such work exceeds a total of four hours on any day, be paid at the higher rate for all work done on such day.

21. SUPERANNUATION

The Employer will

- 21.1. Make Superannuation contributions in full and on time as required by legislation.
- 21.2. Superannuation contributions shall be made to the employee's nominated fund, unless the employee does not nominate a fund, in which case contributions will be made to Australian Super.
- 21.3. Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the before-tax wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 21.2.
- 21.4. An employee may adjust the amount he or she has authorised the employer to pay from the wages of the employee from the first of the month following the giving of written notice to their employer.
- 21.5. The employer must pay the amount authorised under clauses 21.3 or 21.4 no later than 28 days after the end of the month in which the deduction was authorised.

PART 6 HOURS OF WORK, BREAKS, OVERTIME, WEEKEND WORK, PUBLIC HOLIDAYS

22. ORDINARY HOURS OF WORK AND ROSTERING

22.1 The ordinary hours of work for casual employees will be a minimum of four consecutive hours per day. Ordinary hours may be worked on any of the days Monday through to and including Sunday between the hours of 7.00 am and 12 midnight.

22.2 Casual employees are not paid per performance. Casual employees may be required to work on a number of performances during an engagement.

22.3 Rosters

a) At least 12 hours' notice must be given to the casual employee should any alteration of the rostered hours be intended, except in emergency. If no such notice is given, the casual employee will be paid a minimum call. The Employer will use best endeavours to provide 24 hours' notice of a change to rostered hours where practicable to do so.

b) A casual employee will, wherever possible, be given 12 hours' notice that the casual employee is required to work all night after an evening performance.

23. MEAL BREAKS

23.1 A casual employee who works more than four hours will be entitled to an unpaid meal break of a minimum 30 minute duration, provided that where a casual employee is required to work for only one call on any day and no more than five hours are worked, no meal break shall be required.

23.2 When a casual employee is required to work more than five consecutive hours on any day, the meal break may be taken at any time within the first five hours.

23.3 The maximum duration of a meal break shall be 1 hour.

23.4 When a casual employee is required to work more than five hours without a suitable meal break, the casual employee will be paid for the period which should be allowed as the meal break at the rate of double time.

23.5 In the interest of workplace safety, no casual employee, after working for six hours consecutively, shall continue without a meal break in any circumstances, except when work is reasonably expected to be completed within the time that should be required as a meal break.

24. OVERTIME

24.1 A casual employee will receive overtime calculated to the nearest quarter of an hour.

24.2 A casual employee who works in excess of eight hours per day will be paid overtime at the rate of time and a half for the first two hours and double time thereafter.

24.3 A casual employee who works more than 38 hours (excluding overtime worked and paid on a daily basis) in any one week will be paid for all hours in excess of 38, time and a half for the first four hours and double time thereafter.

- 24.4** For all work performed between 12 midnight and 7.00 am casual employees will be paid at the rate of double time.
- 24.5** A casual employee who works two consecutive days shall be entitled to a break of 10 hours between the conclusion of work on one day and resumption of the next.
- 24.6** If a 10 hour break is not provided, the casual employee will be paid at the rate of double time until a 10 hour break is provided.

25. SUNDAYS

- (a)** All casual employees who are required to commence work on a Sunday, will be paid at the rate of double time for all hours worked, with a minimum payment for four hours.
- (b)** Where an casual employee who commences work on a Saturday and continues to work without a break on Sunday, the minimum four hour call for work performed on a Sunday as prescribed in clause 25(a) will not apply.
- (c)** The maximum penalty paid for working on a Sunday will be double time.

26. PUBLIC HOLIDAYS

- 26.1** Public holidays are provided for in the NES.
- 26.2** All casual employees who work on a public holiday will be paid at the rate of double time, with a minimum payment of four hours.

PART 7 - LEAVE OF ABSENCE

27. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

Personal/carer's leave and compassionate leave are provided for in the NES.

PART 8 - WORKPLACE HEALTH AND SAFETY

28. WORKPLACE SAFETY

- 28.1** The Employer agrees to advise and provide the casual employee with a copy of the "Entertainment Industry Safety Guidelines" prior to the commencement of engagement.
- 28.2** The Employer can access copies of the Entertainment Industry Safety Guidelines from the MEAA or LPA websites.

PART 9 - AGREEMENT COMPLIANCE

29. ACCESS FOR MEAA REPRESENTATIVES

Any two officers of MEAA, either singly or together, shall have access to interview casual employees in accordance with Part 3-4 of the *Fair Work Act 2009* (Cth) (the Act). MEAA representatives shall not attempt to interview any casual employee in any part of the venue where an actual performance, rehearsal, or maintenance work is in progress and shall not detain any casual employee from undertaking their work. Nothing in this clause provides MEAA with a right to enter premises contrary to section 194(f) or (g) of the Act.

30. FREEDOM OF ASSOCIATION

- 30.1 This is an Enterprise Agreement. The Employer recognises that MEAA is the union that has representational coverage for theatrical casual crew employees.
- 30.2 The Employer agrees that union membership will be a matter between the casual employee and MEAA.
- 30.3 The Employer recognises the role of the casual crew delegate and where possible will facilitate the casual crew delegate carrying out his or her duties.
- 30.4 Time will be set aside at the beginning of the bump-in period for a representative from MEAA to conduct union business. MEAA will consult with the Employer about a suitable time for this process. Attendance at such meetings will be without payment.
- 30.5 The Employer will assist with making a suitable private space available for such meetings.

31. POSTING OF AGREEMENT AND NOTICES

- 31.1 The Employer shall cause a copy of this Agreement to be posted up in a suitable conspicuous place in the theatre, hall or other place where casual employees are working.
- 31.2 A casual employee or MEAA official may post union notices and a copy of this Agreement on a board in a reasonable manner in each theatre or other place in which casual employees are working.

PART 10 - EXECUTION OF AGREEMENT

- 32. The parties to the above arrangement agree that a copy of this Agreement shall be registered with Fair Work Australia.

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

.....

 (Print name)
 of
 (Address)

 (Authority)

Witness Dated

Signed for and on behalf of the Employer

.....

 (Print name)
 of
 (Address)

.....
(Authority)

Witness

Dated

Schedule A— Classifications

A.1 Live Performance Employee Level 1

Production and Support Staff Level 1

- (a)** A Production and Support Staff Level 1 employee is a trainee employee who is undertaking:
 - (i)** six weeks induction training in the case of a full-time or part-time employee; or
 - (ii)** 228 hours induction training in the case of a casual employee.
- (b)** The induction training may include information on the enterprise or production, conditions of employment, introduction of supervisors and fellow workers, training and career path opportunities, venue/workshop/plant layout, work and documentation procedures, basic theatre terminology and etiquette, occupational health and safety, equal employment opportunity and quality control/assurance.
- (c)** An employee at this level performs routine duties to the level of the employees training:
 - (i)** works under direct supervision either individually or in a team environment;
 - (ii)** understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults; and
 - (iii)** understands and utilises basic literacy (English) and numeracy skills.
- (d)** An employee at this level will undertake training in the following indicative tasks:
 - (i)** safely lift and handle scenery and props and/or equipment;
 - (ii)** uses selected hand tools;
 - (iii)** basic packing and storing techniques;
 - (iv)** repetition work on automatic, semiautomatic or single purpose machines or equipment;
 - (v)** maintains simple records;
 - (vi)** uses hand trolleys and pallet trucks;
 - (vii)** apply and comprehend basic theatre terminology and etiquette;
 - (viii)** performs general labouring and cleaning duties;
 - (ix)** communicate and interact effectively with staff; and

- (x) effective customer/client service.

A.2 Live Performance Employee Level 2

Production and Support Staff Level 2

- (a) A Production and Support Staff Level 2 is an employee who has completed the Level 1 induction training or possesses other equivalent experience so as to enable them to perform work within the scope of this level.
- (b) An employee at this level performs work above and beyond the skills of a Level 1 employee and to the level of the employee's training:
 - (i) is responsible for the quality of the work allocated to the employee subject to routine supervision;
 - (ii) works under routine supervision either individually or in a team environment on a limited range of tasks;
 - (iii) exercises discretion within the employees' level of skills and training; and
 - (iv) makes decisions in regard to routine matters.
- (c) Indicative of the tasks which an employee at this level may perform, are the following:
 - (i) operates flexibly between work areas;
 - (ii) operates machinery and equipment within the employee's level of skill and training;
 - (iii) operates mobile equipment including fork-lifts, overhead cranes, tallescopes and winch operation;
 - (iv) ability to measure accurately;
 - (v) safely lift and handle scenery and props and/or equipment;
 - (vi) receive, dispatch, distribute, sort, check, pack, document and record goods, materials and components;
 - (vii) basic keyboard skills;
 - (viii) laundry and/or dry-cleaning duties;
 - (ix) intermediate sewing skills and fabric knowledge, whether machine or non-machine, and knowledge of dying fabrics;
 - (x) cleaning duties using specialised equipment and chemicals;
 - (xi) applies theatre terminology and etiquette;
 - (xii) painting and art finishing;
 - (xiii) dressing; and

(xiv) costume decoration.

(d) Indicative positions of this level include:

(i) Crewing Employee

(ii) Stage Hand

A.3 Live Performance Employee Level 3

Production and Support Staff Level 3

(a) A Production and Support Staff Level 3 employee is an employee who applies knowledge and skills so as to enable that employee to perform work within the scope of this level, and may possess a sub-trade certificate.

An employee at this level performs work above and beyond the skills of an employee at Level 2 and to the level of the employees' training:

(i) solves straightforward problems using readily available information;

(ii) works to complex instructions and procedures;

(iii) as a team member organises allocated materials and equipment in an efficient and effective manner or works individually under general supervision;

(iv) is responsible for the work undertaken; and

(v) assists in the provision of on-the-job training to a limited degree.

(b) Indicative of the tasks which an employee at this level may perform are as follows:

(i) uses precision measuring instruments;

(ii) machine setting, loading and operation;

(iii) rigging (certificated);

(iv) pyrotechnics (certificated and licensed);

(v) welding which requires the exercise of knowledge and skills above Level 2;

(vi) inventory and store control;

(vii) licensed operation of all appropriate materials/handling equipment;

(viii) use of tools and equipment within the scope (basic non-trades) maintenance;

(ix) performs basic quality checks on the work of others;

(x) licensed and certificated for fork-lift, engine driving and crane driving operations to a higher level than Level 2;

- (xi) sewing and cutting skills and fabric knowledge, whether machine or non-machine at a level higher than Level 2;
 - (xii) advanced lifting and scene/props handling skills; and
 - (xiii) scenery, building and prop construction techniques above Level 2.
 - (xiv) the ability to work under limited supervision;
 - (xv) following all identified security procedures of all the employer's clients.
- (c) Indicative positions of this level include:
- (i) Assistant Scenic Artist
 - (ii) Dispatch Clerk
 - (iii) Mechanist
 - (iv) Unqualified Sound and/or Lighting Technician

A.4 Live Performance Employee Level 4

Production and Support Staff Level 4

- a) A Production and Support Staff Level 4 employee is an employee who applies knowledge and skills so as to enable that employee to perform work within the scope of this level, and may possess a trade certificate.
- b) An employee at this level performs work above and beyond the skills of an employee at Level 4 and to the level of the employees' training:
- (i) solves problems using readily available information;
 - (ii) works to complex instructions and procedures;
 - (iii) as a team member, organises allocated materials and equipment in an efficient and effective manner or works individually under general supervision;
 - (iv) is responsible for the work undertaken;
 - (v) assists in the provision of on-the-job training to a limited degree;
 - (vi) the ability to work with minimum supervision;
 - (vii) an ability to identify and resolve complex service issues; and
 - (viii) well developed verbal communication skills.
- c) Indicative of the tasks which an employee at this level may perform are as follows:
- (i) uses precision measuring instruments;

- (ii) machine setting, loading and operation;
- (iii) rigging (certificated);
- (iv) pyrotechnics (certificated and licensed);
- (v) welding which requires the exercise of knowledge and skills above Level 3;
- (vi) inventory and store control;
- (vii) licensed operation of all appropriate materials/handling equipment;
- (viii) use of tools and equipment within the scope;
- (xiii) assisting with the day to day supervision of other team members;
and
- (xiv) performs basic quality checks on the work of others.

d) Indicative positions of this level include:

- (i) Assistant Projectionist
- (ii) Scenic Artist
- (iii) Sound and/or Lighting Technician

A.5 Live Performance Employee Level 5

Production & Support Staff Level 5

a) A Production and Support Staff Level 5 employee is an employee who holds a trade certificate in a relevant discipline and is able to exercise the skill and knowledge of that trade or an employee who has acquired and can demonstrate the equivalent experience from on-the-job training in relevant theatrical discipline/s.

An employee at this level works above and beyond an employee at Level 4 and to the level of the employee's training:

- (i) understands and applies quality control techniques;
- (ii) exercises good interpersonal and communications skills;
- (iii) exercises discretion within the scope of this grade;
- (iv) performs work under limited supervision either individually or in a team environment;
- (v) able to inspect products and/or materials for conformity with established operational standards; and
- (vi) operates all lifting equipment incidental to the employees' work.

- b)** Indicative of the tasks which an employee at this level may perform, are as follows:
- (i)** works from production drawings, prints or plans;
 - (ii)** operates, maintains, sets-up and adjusts all facility and production equipment, including trade construction processes such as set/prop/electrical making;
 - (iii)** operate and maintain lifting equipment;
 - (iv)** assists in the provision of on-the-job training;
 - (v)** a fully multiskilled cutter/tailor/milliner/wigmaker who is required to perform any of the operations involved in the making of a complex whole garment to specifications;
 - (vi)** has an advanced understanding of theatre terminology, etiquette and theatre craft;
 - (vii)** perform a range of engineering maintenance functions;
 - (viii)** operates a console; and
 - (ix)** performs a range of administrative duties including production and publicity assistance.
- c)** Indicative positions of this level include:
- (i)** Assistant Stage Manager
 - (ii)** Board Operator
 - (iii)** Experienced Mechanist
 - (iv)** Experienced Sound and/or Lighting Technician
 - (v)** Experienced Technician
 - (vi)** Head Fly Operator
 - (vii)** Prop Maker
 - (viii)** Tailor
 - (vix)** Wig Maker

A.6 Live Performance Employee Level 6

Production and Support Staff Level 6

- a)** A Production and Support Staff Level 6 employee is an employee who holds a trade certificate or equivalent experience and has acquired and can demonstrate specialist knowledge of a variety of procedures and/or techniques gained by additional training or experience in the theatre industry.

A Production and Support Staff Level 6 employee is required to work above and beyond a tradesperson at Level 5 and to the level of the employee's training:

- (i) exercises discretion within the scope of this grade;
- (ii) works under minimal supervision either as an individual or part of a team or as a team leader;
- (iii) understands and implements quality control techniques;
- (iv) provides trade guidance and assistance as part of a work team;
- (v) responsible for providing training in conjunction with trainers;
- (vi) Indicative of the tasks which an employee at this level may perform, are as follows:
 - (vii) interprets detailed instructions and procedures for others;
 - (viii) insures quality standards are met through consistency, timeliness, correctly following procedures, and responsiveness to the client's needs;
 - (ix) readily adapts to change in work procedures and associated technologies;
 - (x) may use innovation to resolve issues which impact on own work area.
- b) Indicative positions of this level include:
 - (i) Deputy Heads of Department
 - (ii) Deputy Stage Manager

A.7 Live Performance Employee Level 8

Production and Support Staff Level 7

- a) A Production and Support Staff Level 7 employee is an employee who holds a trade certificate or equivalent experience together with a relevant Post Trade Certificate or the equivalent skill and competence acquired through a significant period of professional experience in the theatre industry.

A Production and Support Staff Level 7 employee is required to work above and beyond a Level 6 employee and to the level of the employee's training:

- (i) understands and implements quality control techniques;
- (ii) exercises discretion within the scope of this grade;
- (iii) provides overall supervision and co-ordination of resources and individuals and/or work teams within areas of responsibility;

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- (iv)** plans for and arranges training in procedural, technological change and systems for staff in the area of responsibility;
 - (v)** effectively handles work that is characterised by occasional peak periods and simultaneous handling of a variety of tasks, usually within one discipline, and with significant interruptions;
 - (vi)** determines priorities and monitors performance for own and teams work, to ensure the efficient and effective use of allocated resources; and
 - (vii)** demonstrates accountability and responsibility for enabling the achievement of business goals within budgetary guidelines.
 - b)** The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post trade training or equivalent experience to enable that employee to perform the particular indicative tasks:
 - (i)** demonstrates sound communication and/or liaison skills;
 - (ii)** demonstrates a good knowledge of relevant terminology;
 - (iii)** interprets and conveys instructions and procedures;
 - (iv)** reliably represents the work unit;
 - (v)** importance of consistency, timeliness, correctly following required to use innovation to resolve issues which impact on own work area;
 - (vi)** accountable for insuring overall quality standards are met through the procedures, and responsiveness to the needs of the client;
 - (vii)** accountable for the selection and recruitment of staff;
 - (viii)** assesses work performance of staff; and
 - (ix)** responsible for occupational, health and safety.
 - c)** Indicative positions of this level include:
 - (i)** Heads of Departments
 - (ii)** Props Master
 - (iii)** Scenic Artist
 - (iv)** Technical Supervisor
 - (v)** Wardrobe Supervisor

A.8 Live Performance Employee Level 10

Production and Support Staff Level 8

- a)** A Production and Support Staff Level 8 employee is an employee who has obtained a relevant tertiary qualification together with extensive theatrical experience or equivalent skill and competence acquired through extensive theatrical experience.

In addition to the competencies and tasks performed by a Level 7 employee, a Production and Support Staff Level 8 employee works to the level of the employee's training:

- (i)** demonstrates effective and efficient use of production and/or organisational resources, by planning, implementing and monitoring achievement of objectives;
 - (ii)** responsible for the creating and maintaining of a high level of team work and co-operation and contributes to the overall good management of a production; and
 - (iii)** co-ordinates and controls either the overall performance activities or a variety of related disciplines.
- b)** The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post trade training or equivalent experience to enable the employee to perform the particular indicative tasks:
- (i)** provides advice and guidance to staff, management and clients;
 - (ii)** prepares correspondence, guidelines and reports;
 - (iii)** demonstrates superior communication and/or liaison skills;
 - (iv)** demonstrates superior knowledge of relevant terminology;
 - (v)** reliably represents the work unit;
 - (vi)** responsible for creative planning and the achievement of design standards;
 - (vii)** recognises the importance of consistency, timeliness, correctly following procedures, and responsiveness to the client's needs; and
 - (viii)** demonstrates accountability and responsibility for enabling the achievement of business goals within budgetary guidelines.

- c)** Indicative positions of this level include:

- (i)** Stage Manager

Schedule B

Wage Rates

| Award Classification | Production & Support Classification Level | Award Casual Hourly Rate (24% loading) \$ | Agreement Hourly Casual Rate at date of Registration (6% plus 24% loading) |
|----------------------|---|--|--|
| Level 1 | Level 1 | 20.30 | 21.52 |
| Level 2 | Level 2 | 22.08 | 23.40 |
| Level 3 | Level 3 | 23.20 | 24.59 |
| Level 4 | Level 4 | 23.64 | 25.06 |
| Level 5 | Level 5 | 24.38 | 25.84 |
| Level 6 | Level 6 | 25.12 | 26.63 |
| Level 8 | Level 7 | 26.73 | 28.33 |
| Level 10 | Level 8 | 27.66 | 29.32 |

Wage Increases

- (a) From the date of Registration - by dividing the award weekly rate by 38 and adding a casual loading of 24% and increasing that hourly rate by 6%;
- (b) From 1 July 2014 - by dividing the award weekly rate by 38 and adding a casual loading of 25% and increasing that hourly rate by 6%; and
- (c) From 1 January 2015 – by dividing the award weekly rate 38 and adding a casual loading of 25% and increasing the hourly rate by 11%.
- (d) From 1 July 2015 – increasing the casual hourly rates of pay to those provided in Her Majesty's Theatre (Melbourne) Agreement 2014-2015 from 1 July 2015. LPA and MEAA will agree a schedule of rates before 1 July 2015.

(NB: The award rates of pay will be increased as from 1 July 2014 by the FWC which will become the new award classification wage rate. For the avoidance doubt, the initial 6% increase will be absorbed by the 11% increase from 1 January 2015).

Schedule C

Local Matters