

# Live Performance Award 2020

with LPA Commentary

July 2024

# Live Performance Award 2020

## LPA COMMENTARY

### INTRODUCTION

The *Live Performance Award 2020* took effect from 13 November 2020. It replaced the 2010 Modern Award.

#### The Award is divided into 8 Parts:

1. **Parts 1 to 4** apply to all employees;
2. Separate Parts according to the type of work the employee is performing contain additional conditions of employment:
  - a) **Part 5** – Performers and Company Dancers
  - b) **Part 6** – Musicians
  - c) **Part 7** – Striptease Artists
  - d) **Part 8** – Production and Support Staff.

Changes have been made to the title order of clauses and additional Schedules have been included setting out a consolidated list of monetary allowances payable (Schedule B) and a template agreement for time off in lieu instead of overtime (Schedule G).

The significant changes are:

#### General Changes:

1. **Travelling allowances** were clarified to allow daily meals and incidental allowances to be calculated by dividing the weekly allowances by 5, and cash allowance in lieu of accommodation for periods of less than 1 week has been introduced.
2. **Time off in instead of overtime** was introduced on 1 November 2020 for full-time and part-time employees who have been employed for 12 months by agreement. It does not apply to casuals employees or employees engaged for run of play or contracts for a specific period.
3. **Paid Family and Domestic Violence Leave** was introduced on 1 February 2023 for employers with more than 15 employees. It was extended to cover all employees from 1 August 2023.
4. **Stapled superannuation fund requirements** were introduced on 9 April 2024 to bring the Award in line with existing law.
5. **A workplace delegates' rights term** was introduced from 1 July 2024 and sets out the parameters of workplace delegates' rights.
6. **Fixed term contract changes** took effect from 16 July 2024 to allow performers and company dancers to be contracted on fixed term contracts in ways they otherwise would not be permitted to be engaged.

#### Performers and Company Dancers:

1. Overtime for casual employees:

## Live Performance Award 2020

- a) clarification that the overtime payments for casual employees are calculated based on the minimum hourly rate (that is the full-time hourly rate);
  - b) casual employees can work two 3 hour calls per day. The third call and subsequent calls are paid at 150% of the minimum hourly rate. (200% of the minimum hourly rate applies to all calls on a Sunday);
2. Casual performers can undertake multiple short performances (for performance of less than one hour) in a 3 hour call, without being paid 3 hours per performance, as long as adequate rest breaks are provided between performances;
  3. Meal breaks after 4pm can be reduced to 1 hour by agreement between cast and the employer; and
  4. Between rehearsals/performances a break of 1.5 hours must be given. The break can be reduced to 1 hour by agreement between the cast and the employer.

### **Production and Support Staff**

1. Overtime and penalty rates for casual employees:
  - a) the clarification that the overtime payments for casual employees are calculated based on the minimum hourly rate (that is the full-time hourly rate);
  - b) Sundays and public holidays are calculated at 225% of the minimum (full-time hourly rate) without any additional casual loading; and
  - c) Casual employees who start work on a Sunday or Public holiday receive a minimum payment for 4 hours.

# Live Performance Award 2020

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 16 July 2024 (PR777032).

Clause(s) affected by the most recent variation(s):

2—Definitions

27—Types of employment

28—Weekly employees

28A—Weekly employees under fixed term contracts—additional provisions

## Table of Contents

[Varied by [PR733852](#), [PR746868](#), [PR747403](#), [PR750496](#), [PR774802](#), [PR777032](#)]

<b>Part 1— Application and Operation of this Award .....</b>	<b>8</b>
1. Title and commencement .....	8
2. Definitions .....	8
3. The National Employment Standards and this award .....	17
4. Coverage .....	17
5. Individual flexibility arrangements .....	19
6. Requests for flexible working arrangements .....	22
7. Facilitative provisions .....	24
<b>Part 2— General Employment Conditions.....</b>	<b>28</b>
8. Types of employment.....	28
9. Offers and requests for casual conversion .....	29
10. Classifications .....	30
11. Minimum rates .....	31
12. Time off instead of payment for overtime .....	34
13. Payment of wages .....	37
14. General allowances .....	39

## Live Performance Award 2020

15.	Superannuation.....	45
16.	Annual leave.....	48
17.	Personal/carer’s leave and compassionate leave .....	55
18.	Parental leave and related entitlements.....	58
19.	Community service leave .....	60
20.	Family and domestic violence leave .....	60
21.	Public holidays .....	61
	<b>Part 3— Workplace Delegates, Consultation and Dispute Resolution .....</b>	<b>66</b>
21A.	Workplace delegates’ rights.....	66
22.	Consultation about major workplace change.....	71
23.	Consultation about changes to rosters or hours of work .....	72
24.	Dispute resolution.....	73
	<b>Part 4— Termination of Employment and Redundancy .....</b>	<b>76</b>
25.	Termination of employment .....	76
26.	Redundancy .....	80
	<b>Part 5— Performers and Company Dancers .....</b>	<b>84</b>
27.	Types of employment .....	85
28.	Weekly employees .....	85
28A.	Weekly employees under fixed term contracts—additional provisions.....	86
29.	Weekly part-time employees.....	86
30.	Casual employees .....	87
31.	Minimum rates.....	87
32.	Allowances .....	91
33.	Ordinary hours of work and rostering .....	99
34.	Breaks.....	109
35.	Overtime and penalty rates .....	111

<b>Part 6— Musicians</b> .....	<b>116</b>
36. Types of employment.....	116
37. Weekly employees engaged by the call .....	116
38. Part-time weekly employee.....	117
39. Casual employees.....	117
40. Minimum rates .....	118
41. Allowances.....	120
42. Ordinary hours of work and rostering.....	124
43. Breaks .....	124
44. Overtime and penalty rates.....	125
<b>Part 7— Striptease Artists</b> .....	<b>128</b>
45. Types of employment.....	128
46. Full-time employees .....	128
47. Part-time employees .....	129
48. Casual employees.....	130
49. Classifications .....	131
50. Minimum rates .....	131
51. Allowances.....	131
52. Rostering.....	133
53. Breaks .....	133
54. Overtime.....	134
<b>Part 8— Production and Support Staff</b> .....	<b>136</b>
55. Full-time employees .....	136
56. Part-time employees .....	136
57. Casual employees.....	137
58. Seasonal employees .....	138
59. Minimum rates .....	139
60. Allowances.....	139

Live Performance Award 2020

61. Ordinary hours of work and rostering .....143

62. Breaks.....145

63. Overtime and penalty rates .....147

**Schedule A —Classification Definitions ..... 154**

**Schedule B —Summary of Monetary Allowances..... 169**

**Schedule C —School-based Apprentices ..... 180**

**Schedule D —Supported Wage System ..... 181**

**Schedule E —Agreement to Take Annual Leave in Advance..... 185**

**Schedule F —Agreement to Cash Out Annual Leave ..... 187**

**Schedule G —Agreement for time off instead of payment for overtime ..... 188**

## PART 1 – APPLICATION AND OPERATION OF AWARD



## Part 1—Application and Operation of this Award

### 1. Title and commencement

#### COMMENTARY: CLAUSE 1 – TITLE AND COMMENCEMENT

The *Live Performance Award 2020* (Award) replaced the 2010 Award in title only. The 2020 Award consolidates all variations made to the 2010 Award and subsequent variations.

*Date of effect: 13 November 2020*

- 1.1 This award is the *Live Performance Award 2020*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

### 2. Definitions

[Varied by [PR733852](#), [PR738928](#), [PR774802](#), [PR777032](#)]

In this award, unless the contrary intention appears:

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

**all purposes** means the payment will be included in the rate of pay of an employee who is entitled to the loading, when calculating any penalties or loadings or payment while they are on annual leave (see clauses 63.6 and 63.7).

**archival and/or reference recording** means an audio, visual or audio-visual recording of a performance or rehearsal which is not used for commercial sale or use or public broadcast and where:

- the employer and employee agree in writing to make the recording; and
- the employer keeps a record of all employees who participate in the recording.

An archival and/or reference recording is one which is only made for the purposes of:

- (a) an historical record or archival reference for use by the employer, rights holders, current employees, students or historians;

- (b) a performance reference for:
  - (i) a performer/company dancer where more than one performer/company dancer is cast to perform the same role; or
  - (ii) for a musician to enable training and teaching; and
  - (iii) a guide to recreate the production when it is restaged, revised or in order to remount future productions.

An archival recording must remain under the control of the owner and is not to be used for any other purpose without the written agreement of all employees who participated in the recording. The terms and conditions of the written agreement are those negotiated between the employer and employees.

**COMMENTARY: CLAUSE 2 – ARCHIVAL AND/OR REFERENCE RECORDING**

This definition details the specific ways an archival and/or reference recording may be used for all employees. **If an employer wants to make use of this type of recording in a manner that is not contained the list of authorised uses, they must obtain the prior agreement of all the participants involved in the recording (performers, company dancers, musicians, production & support staff).** This agreement is to be negotiated between the parties and may require a payment to be made. LPA can assist with any such negotiations.

*Date of effect: 1 January 2010*

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

**call** means a call or direction by the employer to the employee to attend for work at a particular time or for the purposes of photography, wardrobe or other legitimate reasons.

[Definition of **casual employee** inserted by [PR733852](#) from 27Sep21]

**casual employee** has the meaning given by section 15A of the [Act](#).

#### COMMENTARY: CLAUSE 2 – NEW DEFINITION OF CASUAL EMPLOYEE

A person is a casual employee if they accept an offer for a job from an employer knowing that **no firm advance commitment is made for continuing and indefinite work according to an agreed pattern of work**.

Casual contracts of employment should contain a clause that includes words to the effect of: *'you will be employed according to the needs of the Company with no guarantee of ongoing or regular work and with no firm advance commitment that the work will continue.'*

The following considerations can be taken into account in determining whether the offer is a firm advance commitment to continuing and indefinite work according to an agreed pattern of work:

- whether the employer can elect to offer work and whether the person can elect to accept or reject work;
- whether the person will work as required according to the needs of the employer;
- whether the employment is described as casual employment; and
- whether the person will be entitled to a casual loading or a specific rate of pay for casual employees under the terms of the offer or a fair work instrument.

If the employee has a regular pattern of hours, this does not mean that there is a firm advance commitment of work.

**Note:** *the definition of casual employment will change on **26 August 2024**, as explained in LPA's [Casual Employment Fact Sheet](#).*

Updated: 1 July 2024

**child performer** means a performer under 16 years of age.

**company dancer** is an employee of a dance company who is engaged to perform as part of the company of dancers. A company dancer is able to:

- (a) demonstrate a sound dance technique;
- (b) demonstrate appropriate skills and knowledge for learning, rehearsing and performing dance roles as part of the company of dancers;
- (c) demonstrate an ability to perform in public;
- (d) demonstrate stagecraft skills;
- (e) undertake all responsibilities associated with make-up and costume as required;
- (f) demonstrate musicality as appropriate to performing as a dancer; and

(g) interpret physically and emotionally the choreographic content of a production.

**complete percussion kit** includes drum kit, timpani, xylophone, marimba, vibraphone, glockenspiel, military drum, tambour, piccolo snare drum, tenor drum, cymbals, triangle, tambourine, maracas, castanets, woodblocks, plus associated stands and fittings, sticks and beaters.

**crewing services employer** means an employer that provides casual staff at concert and other venues where employees undertake work that involves the transportation, setting up, operation and dismantling of sound, lighting and associated equipment but does not include employees of venues, producers, promoters or sound and/or lighting companies.

**dance company** means an organisation of dancers and associated personnel created to primarily perform repertory dance productions. A dance company will usually engage dancers (company dancers) who will undergo training and class work in addition to preparation for repertoire and other dance productions and will be subject to the direction of a resident choreographer/s and/or artistic director/s. Dancers engaged by a dance company will usually progress through a classification structure based on years of training and professional experience.

**defined benefit member** has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth).

**doubling** means when a musician is required to play one or more additional instruments in the same call other than the instrument for which the musician is primarily employed.

**employee** means national system employee within the meaning of the [Act](#).

[Definition of **employee organisation** inserted by [PR774802](#) from 01Jul24]

**employee organisation** has the meaning given by section 12 of [Act](#).

**employer** means national system employer within the meaning of the [Act](#).

**engaged by the week** means being engaged for at least a week of employment.

[Definition of **enterprise** inserted by [PR774802](#) from 01Jul24]

**enterprise** has the meaning given by section 12 of the [Act](#).

**exempt public sector superannuation scheme** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

[Definition of **fixed term contract** inserted by [PR777032](#) ppc 16Jul24]

**fixed term contract** means a contract that includes a term that provides the contract will terminate at the end of an identifiable period (whether or not the contract also includes other terms that provide for circumstances in which it may be terminated before the end of that period).

#### COMMENTARY: CLAUSE 2 – FIXED TERM CONTRACT

A **fixed term contract** terminates at the end of an identifiable period such as a set date or period of time, or a season which is set out in the contract of employment.

Maximum term contracts, run of the play(s) contracts, project specific contracts, seasonal contracts, are a examples of fixed term contracts.

There are limitations on fixed term contracts under section 333E of the *Fair Work Act 2009*, however some fixed term contracts are permitted.

This definition was added along with changes to clauses 27 and 28, and the addition of clause 28A – see commentary at Part 5 for more information on what fixed term contracts are permitted.

*Date of effect: 16 July 2024*

**leading role** is a role where the salary of the employee concerned exceeds double the Performer Category 1 Grade 1 rate prescribed in Level 7 of clause 11—Minimum rates but is less than the upper salary limit figure as defined in clause 2.

**live performance industry** has the meaning given in clause 4.2.

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

#### COMMENTARY: CLAUSE 2 – LOCAL SHOW

**local show** – is a show that is specified by the employer as a production that will take place in one location in which all employees will reside.

Where an employee is engaged for a local show they are not eligible for any expense-rated travel allowances including, accommodation, meals and incidentals. However an employer cannot require employees move/travel to the show's location to avoid paying these allowances.

*Date of effect: 13 November 2020*

[Definition of **minimum hourly rate** inserted by [PR738928](#) ppc 14Mar22]

**minimum hourly rate** means the minimum weekly rate as specified in clause 11—  
Minimum rates divided by 38 and rounded to the nearest cent.

**COMMENTARY: CLAUSE 2 – NEW DEFINITION: MINIMUM HOURLY RATE**

**Minimum hourly rate**

The minimum hourly rate is the minimum weekly rate in clause 11 divided by 38 and rounded to the nearest cent. For example, the minimum hourly rate for Level 6 Production and Support Staff is:

- $\$1097.10 \div 38 = \$28.87$  per hour.

The new definition of the minimum hourly rate makes it clear that overtime, Sunday and public holiday rates throughout the Award for casual employees do include the 25% casual loading.

In addition to the minimum hourly rates contained in clause 11, there are rates for specific employees listed at clauses 31, 40 & 60. Clause 31.3-31.5 lists minimum rates for performers in school tours, supernumeraries and child performers. Clause 40.1 lists minimum rates for musicians engaged by the call.

*Updated: 1 July 2024*

**minor supporting role** is a role of lesser requirements than those that apply for a supporting role.

**musician** means a person who plays a musical instrument or any other person who is employed to provide musical services including but not limited to any type of service which is directly concerned with live music or musicians or the production of musical sound, vocalists, repetiteurs and conductors and others employed as an integral part of a musical group, band or orchestra.

**COMMENTARY: CLAUSE 2 –: MUSICIAN**

There was no definition of musician in the 2010 Award.

*Date of effect: 13 November 2020*

**MySuper product** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

**NES** means the [National Employment Standards](#) as contained in [sections 59 to 131](#) of the [Act](#).

**on-hire** means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client.

**overdubbing** means where a producer requires a musician to play additional parts.

**pantomime** means a production with an appeal primarily for children presented during the school holiday period.

**performance** means a performance given by employees before an audience for which the employer receives a payment or other benefit.

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

**place of residence** means the place where an employee ordinarily resides.

**principal (musician) or principal musician** in any orchestra or band means:

- (a) repetiteur violin (that is, a violin sitting with the leader), principal second violin, principal viola, principal cello, principal bass, principal flute, principal piccolo, principal oboe, principal cor anglais, principal clarinet, principal E flat clarinet, principal bass clarinet, principal bassoon, principal contra bassoon, principal alto saxophone, principal tenor saxophone, principal baritone saxophone, principal and third horn, principal cornet, principal trumpet, principal and bass trombone, principal euphonium, principal tuba, principal tympani, principal percussion, principal vibracussion, principal harp, principal piano, principal organ, principal rhythm player (as appointed by the musical director);
- (b) the first of any one or more musical instruments other than in (a) above; and
- (c) where there is only one player of any one instrument in an orchestra, the player of that instrument

**production and support staff** means employees engaged specifically as production and/or support staff in a live venue or by a live producer.

#### COMMENTARY: CLAUSE 2 – PRODUCTION AND SUPPORT STAFF

The word “*theatre*” was removed from the definition of **production and support staff (theatre)** in the 2010 Award, which created confusion as to how such personnel should be classified.

Production and support staff employees who work in a live theatre venue or for a live theatre producer are covered by this classification. This can include a wide range of employees, such as technical staff, front of house employees, ticketing employees, administrative and marketing staff and cleaners.

*Date of effect: 2 March 2011*

**repetiteur** means a musician employed as a piano/keyboard instrumental player who is required to:

- (a) accompany performers backstage, on stage, in a rehearsal room, or in the pit during rehearsals or auditions; and
- (b) work as directed, including for any musical preparation to a production.

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

**short performance** means a performance of up to one hour in duration.

[Definition of **small business employer** inserted by [PR774802](#) from 01Jul24]

**small business employer** has the meaning given by section 23 of the [Act](#).

**sound and/or lighting company** means a company that services the live performance industry and engages factory and tour employees who are involved in or in connection with the supply, design, production, fabrication, construction, maintenance, installation, setting up, erection, transportation or dismantling of stages, lighting, audio or audio-visual equipment or associated componentry but does not include employees of venues, producers, promoters or crewing services employers.

**specialty entertainment** means entertainment provided by artists of international standing or merit, imported or otherwise, engaged as a celebrity act.

**specialty entertainment (musician)** means entertainment provided by artists of international standing or merit, imported or otherwise, engaged as a celebrity act.

**specialty entertainment (orchestral musician)** means entertainment provided by artists of international standing or merit, imported or otherwise engaged as a celebrity act where the artist is appearing other than in a theatrical production or concert, within the scope of the opera, ballet or symphony concert repertoire, as a celebrity act (orchestral).

#### COMMENTARY: CLAUSE 2 – SPECIALTY ENTERTAINMENT

**Specialty entertainment** applies to Musicians accompanying artists of substantial stature and should not be applied in other circumstances. A celebrity act is a headline or main act which requires the musicians to be of



the highest technical competence. Typically, such musicians would require only a single rehearsal to accomplish the required level of competence for any particular act.

*Date of Effect: 11 November 2020*

**sound balance** or **seating call** means a call where the employee is required to rehearse for the purpose of seating, sound balancing or balancing electronic equipment.

**standard rate** means the minimum weekly rate for a Level 4 employee in clause 11.1.

#### COMMENTARY: CLAUSE 2 – STANDARD RATE

The **standard rate** is the minimum weekly rate for a Level 4 employee in clause 11.1. This rate is required for calculating many allowances, which are now represented in the Award as a percentage of the standard rate.

As of **1 July 2024**, the standard rate is **\$1032.30 per week** or **\$27.17 per hour**.

*Updated: 1 July 2024*

**star role** is a role where the salary of the employee concerned exceeds the upper salary limit figure defined in clause 2.

**substantially whole time nature** is a performance longer than one hour.

**suitable accommodation** means a single room in a modern motel or serviced apartment with private facilities provided that where an employee is required to stay longer than one week in a single location the accommodation must contain cooking facilities, have clean linen supplied once per week and be cleaned at least once per week at the cost of the employer.

**supernumerary** means a person appearing only incidentally or in background, or participating only in crowd or background speech or noise, who does not speak, dance or perform individually as directed.

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

**swing performer** is an employee who is engaged to understudy multiple roles in a production and who does not normally appear costumed on stage before an audience during the performance.

**upper salary limit figure** will be equivalent to **300%** of the minimum hourly rate prescribed in clause 11.1 for a Live Performance Employee Level 7.

**vocalist** means a person who sings as a soloist and may be accompanied by other musicians.

**whole time performance** means a performance longer than one hour.

[Definition of **workplace delegate** inserted by [PR774802](#) from 01Jul24]

**workplace delegate** has the meaning given by section 350C(1) of the [Act](#).

### 3. The National Employment Standards and this award

- 3.1 The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3 The employer must ensure that copies of the award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

### 4. Coverage

#### COMMENTARY: CLAUSE 4 – COVERAGE

The Award covers employers throughout Australia in the live performance industry and their employees set out in the classifications set out in **Schedule A of the Award**, to the **exclusion** of any other modern award. It does not cover some State and Local Government employees.

The **live performance industry** is defined in clause 2 and clause 4.2.

The Award is not intended to extend award coverage, except for occupations which have a similar nature of work to occupations that have historically been regulated by awards in the past (including State Awards).

The Award now covers positions that may have been award-free in the past such as:

- administrative employees (Level 2 to Level 6)
- marketing/publicity assistant (Level 3 or 4)
- accounts clerk (Level 3 or 4) and marketing/publicity officer (Level 6).

The Award includes a range of managerial positions, at various levels of the Award, including Technical Manager, Box Office Manager, Stage Manager.

The award **does not cover** managerial positions which have **traditionally been award-free except for a Technical Manager**.

## Live Performance Award 2020

Employees that are high income earners are generally not covered by an award. Only the National Employment Standards ([NES](#)) apply, as well as any contract of employment.

As of **1 July 2024**, the rate of a high-income earner is at least **\$175,000 per annum**, which is indexed annually.

If an employee earns more than the high income they may be still covered by the Award. The employer can give an undertaking of called a “Guarantee of annual earnings” (see section 330 of the [Fair Work Act 2009](#)) which, if accepted by an employee will mean that the Award does not apply in exchange for the higher earnings.

*Date of effect: 11 November 2020*

- 4.1** This industry award covers employers throughout Australia in the live performance industry and their employees in the classifications set out in this award to the exclusion of any other modern award.
- 4.2** **Live performance industry** means:
- (a)** producing, including pre-production and post-production, staging, lighting, audio and audio/visual, presenting, performing, administration, programming, workshops, set and prop manufacture; or otherwise undertaking live theatrical, performance art, operatic, orchestral, dance, erotic, variety, revue, comedy, multi-media, choral; or musical performances, productions, presentations, workshops, rehearsals or concerts which are performed or presented in the presence of an audience or recorded by any means; and
  - (b)** includes:
    - (i)** the provision, sale, service or preparation of food or drink;
    - (ii)** selling tickets by any means, for or in or in connection with any such performances, productions, presentations, workshops, rehearsals or concerts; and
    - (iii)** the operation of venues or other facilities, whether permanent or temporary, utilised for such performances, productions, presentations, workshops, rehearsals or concerts.
- 4.3** This award covers any employer which supplies labour on an on-hire basis in the live performance industry in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. Clause 4.3 operates subject to the exclusions from coverage in this award.
- 4.4** This award covers employers which provide group training services for trainees engaged in the live performance industry and/or parts of that industry and those trainees engaged by a group training service hosted by a company to perform work at

a location where the activities described herein are being performed. Clause 4.4 operates subject to the exclusions from coverage in this award.

4.5 This industry award does not cover:

- (a) an employee excluded from award coverage by the [Act](#);
- (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
- (c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

4.6 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

## 5. Individual flexibility arrangements

### COMMENTARY: CLAUSE 5 – INDIVIDUAL FLEXIBILITY ARRANGEMENTS

If certain conditions of the Award do not meet the genuine individual needs of the employer and an individual employee, they can enter into an individual flexibility arrangement (IFA) **after** the employee has commenced employment with the employer. An employee can request that an IFA is entered into with their employer, and vice versa. The agreement must be **genuinely made without coercion** and must leave the employee **better off overall** compared to the Award. This can be quite a subjective test, particularly if it is the employee that is wanting to vary the award conditions. The provisions of the Award that may be varied are limited to the following:

- arrangements for when work is performed, such as working hours;
- overtime rates;
- penalty rates;
- allowances; and/or
- leave loading.

The IFA must be in writing, name the parties and be signed by the employer and the individual employee and, if the employee is under 18, their parent or guardian.

If an IFA is not made properly, it will still apply to the employee. However, the employer may receive a fine.

The IFA must state each term of the Award that is varied and detail how each term has been varied. The IFA must also detail how the agreement results in the individual employee being better off overall and state the date it commences. The employer must give the employee a copy of the agreement and keep a copy as a time and wages record. All of the requirements in clause 5.6 and 5.7 must be met.

The IFA can be terminated at any time by written agreement between the employer and employee or by the employer or employee giving 13 weeks' notice to the other party.

(Note: An Individual Flexibility Arrangement which was entered into prior to 4 December 2013 only requires 4 weeks' notice of termination).

A [template Individual Flexibility Arrangement](#) can be found on LPA's website.

An IFA is not the same as a 'flexible working arrangement'. A flexible working arrangement is a different type of workplace flexibility that certain employees have the right to request, and these do not vary provisions of the Award.

*Date of effect: 11 November 2020*

- 5.1** Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:
- (a) arrangements for when work is performed; or
  - (b) overtime rates; or
  - (c) penalty rates; or
  - (d) allowances; or
  - (e) annual leave loading.
- 5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 5.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 5.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
  - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 5.6** An agreement must do all of the following:

- (a) state the names of the employer and the employee; and
- (b) identify the award term, or award terms, the application of which is to be varied; and
- (c) set out how the application of the award term, or each award term, is varied; and
- (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
- (e) state the date the agreement is to start.

**5.7** An agreement must be:

- (a) in writing; and
- (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

**5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

**5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.

**5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.

**5.11** An agreement may be terminated:

- (a) at any time, by written agreement between the employer and the employee; or
- (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

**5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.

**5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

## 6. Requests for flexible working arrangements

[6 substituted by [PR763286](#) ppc 01Aug23]

Requests for flexible working arrangements are provided for in the [NES](#).

NOTE: Disputes about requests for flexible working arrangements may be dealt with under clause 24—Dispute resolution and/or under section 65B of the [Act](#).

### COMMENTARY: CLAUSE 6 – REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

#### 1. FLEXIBLE WORKING ARRANGEMENTS

Flexible working arrangements may mean changes to:

- work hours
- patterns of work
- work location.

Employees who have worked for at least 12 months can make a written request for a flexible working arrangement if the following circumstances apply:

- the employee is pregnant;
- the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- the employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
- the employee has a disability;
- the employee is 55 or older;
- the employee is experiencing family and domestic violence from a member of the employee's family; or
- the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing family and domestic violence from the member's family.

In addition, an employee who is a parent, or has responsibility for the care, of a child, and is returning to work after taking leave in relation to the birth or adoption of the child may request to work part-time to assist the employee to care for the child.

#### 2. RESPONDING TO A REQUEST FOR A FLEXIBLE WORKING ARRANGEMENT

Employers must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements **before** formally responding to the request.

An employer **must** have regard to:

- the needs of the employee arising from their circumstances;
- the consequences for the employee if changes in working arrangements are not made; and
- any reasonable business ground for refusing the request.

An employer must give the employee a **written** response to the employee's request within **21 days**, stating whether the request is granted or refused.

Where an employer can offer a change in working arrangements which differs from that initially requested by the employee and to which the employee agrees, the employer must set out the agreed changes in working arrangements in writing.

### 3. WHEN CAN AN EMPLOYER REFUSE A REQUEST FOR A FLEXIBLE WORKING ARRANGEMENT?

The employer may **only** refuse the request if the employer has:

- discussed the request with the employee;
- genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the circumstances mentioned in the discussion of the request;
- the employee and employer have not reached agreement; and
- the employer has had regard to the consequences of the refusal for the employee, and
- there are reasonable business grounds to do so.

### 4. HOW TO REFUSE A REQUEST

An employer refusing an employee's request, **must** include in the written response:

- details of the reasons for the refusal, including the business grounds for the refusal and how the grounds apply;
- an explanation about the employee's right to representation and ability to challenge the refusal with the employer and the Fair Work Commission;
- an explanation about the Fair Work Commission's power to arbitrate the dispute and issue orders about the request; and
- any changes the employer can offer the employee in working arrangements, and set out the changes in that the employer would accommodate, or state that no such changes can be made.

A refusal based on **reasonable business grounds** may include:

- the new working arrangements requested by the employee would be too costly for the employer;
- there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
- it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
- the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
- the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.

### 5. DISPUTES ABOUT FLEXIBLE WORKING ARRANGEMENTS

Disputes regarding requests for flexible working arrangements, can be dealt with under Clause 24 - Dispute resolution.

If the request was made after 6 June 2023, an employee can apply to the Fair Work Commission for assistance in resolving disputes, where:

- the employer has not provided a response in writing within 21 days; or
- the employer has refused a request.



## 6. WHAT CAN THE FAIR WORK COMMISSION DO?

If the employer has refused the request, the FWC can make an order about whether or not the grounds on which the employer refused the request are reasonable business grounds:

- if a response is not provided within 21 days, make an order that the employer is taken to have refused the request,
- where the employer has not responded, make an order that the employer take certain further steps to deal with the employee's request.

In certain circumstances, the Fair Work Commission may order that the employer must:

- grant the employee's request for a flexible working arrangement; and/or
- make specific changes to the employee's working arrangements.

*Date of effect: 13 November 2020*

*Updated 1 August 2023*

## 7. Facilitative provisions

### COMMENTARY: CLAUSE 7 – FACILITATIVE PROVISIONS

This clause lists the clauses in the award that allow the standard approach to an award provision to be departed from by agreement between an employer and either an individual employee or majority of employees in the business or part of a business.

*Date of effect: 13 November 2020*

**7.1** A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

**7.2** Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
16.5	Annual leave in advance	An individual
16.6	Cashing out of annual leave	An individual
21.6, 21.7	Production and support staff – substitution of public holiday	An individual

**Live Performance Award 2020**

<b>Clause</b>	<b>Provision</b>	<b>Agreement between an employer and:</b>
33.1(a)(vii)	Ordinary hours of work and rostering – Performers – timing of lay-off	An individual
33.2(c)(iii), 33.2(c)(vi), 33.2(c)(viii), 33.2(c)(xiii)	Times of rehearsal	An individual
34.1(b)	Breaks – whole time performances	The majority of employees
61.1(g)	Cyclic rostering	The majority of employees



## PART 2 - GENERAL EMPLOYMENT CONDITIONS

## Part 2—General Employment Conditions

### 8. Types of employment

[Varied by [PR733852](#)]

#### COMMENTARY: CLAUSE 8 – TYPES OF EMPLOYMENT

When an employee commences their employment, the employer must tell the employee whether they are full-time, part-time, weekly or casual.

##### 1. CASUAL EMPLOYMENT

On commencement, casual employees must be given a written statement (which can be the contract of employment) setting out their:

- classification under the Award; and
- rate of pay.

The Award provides for casual loading of 25%. The Award states that casual employees must be paid at the end of each shift except by agreement, the letter of engagement should state whether they will be paid weekly or fortnightly, otherwise the presumption is that they are paid at the end of their shift.

##### 2. FULL-TIME, PART-TIME & WEEKLY EMPLOYEES

Full-time, part-time and weekly employees must be provided with a written statement which sets out their:

- classification under the Award;
- hours of work; and
- and rate of pay.

*Date of effect: 13 November 2020*

*Update 27 September 2021*

**8.1** At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time, weekly or casual.

[8.2 substituted by [PR733852](#) from 27Sep21]

**8.2** All employees must be provided with a written statement stating who they are employed by and setting out their classification and rate of pay. For all employees, except casual employees, the written statement will also set out their hours of work.

**8.3** The types of employment for specific categories of employees covered by this award are provided in the following clauses:

- Clause 27—Performers and Company Dancers

- Clause 36—Musicians
- Clause 45—Striptease Artists
- Clause 55—Production and Support Staff

## 9. Offers and requests for casual conversion

[9—Right to request casual conversion renamed and substituted by [PR733852](#) from 27Sep21]

Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the [NES](#).

NOTE: Disputes about offers and requests for casual conversion under the [NES](#) are to be dealt with under clause 24—Dispute resolution.

### COMMENTARY: CLAUSE 9 – OFFERS AND REQUESTS FOR CASUAL CONVERSION

#### 1. EMPLOYER OFFERS

If an employee has been continuously employed for a period of 12 months, and if they have worked a regular pattern of hours on an ongoing basis for at least the last six months and could continue to do so without significant adjustment, the employer **must offer that employee conversion to permanent employment, unless there circumstances in which the employer is not required to make the offer** (see below).

Any offer to convert to permanent employment must be:

- in writing and given to the employee within the period of 21 days after the end of the 12-month period;
- for employees who have worked the equivalent of full-time hours, to full-time employment; and
- for employees who have worked less than the equivalent of full-time hours during the period referred to that is a consistent pattern of hours, to part-time employment.

Please note that there are **circumstances in which the employer is not required to make the offer**:

- if there are reasonable business grounds not to make the offer, and
- the reasonable business grounds are based on facts known or reasonably foreseeable when the decision is made not to make the offer.

The reasonable business grounds could include:

- the employee's position ceasing to exist within twelve months of deciding not to make the offer;
- the hours of work required will significantly reduce in that period;
- there will be a significant change in either or both of:
  - the hours or days that the employee is required and
  - this cannot be accommodated.

The employee is required to respond to the offer within 21 days, or the employee will be taken to have declined the offer.

## 2. EMPLOYEE REQUESTS

If an employee has been employed for a period of at least 12 months beginning from the day the employment started, and if they have worked a regular pattern of hours on an ongoing basis for at least the last six months and could continue to do so without significant adjustment, the employee **can request to convert to permanent employment**.

An employee can **only make a request to become a permanent employee every 6 months**, unless the only reason their request was refused was because they have not worked a regular pattern of hours. In these circumstances, they can request to convert to permanent after they have worked a regular pattern of hours for the last 6 months.

**Exception: Small business employers (employers with less than 15 employees) are not subject to the above requirements.**

**Note:** These laws change **from 26 August 2024**, as explained in LPA's [Fact Sheet on casual employment](#).

*Updated: 1 July 2024*

## 10. Classifications

The classifications in which employees may be employed are set out in Schedule A—Classification Definitions.

### COMMENTARY: CLAUSE 10 – CLASSIFICATIONS

The Award may now cover positions that may have been award free in the past. In particular, clerical and administrative employees in the live performance industry are now covered by this Award.

For example:

- Administrative employees – Level 2 – Level 6
- Marketing/publicity assistant – Level 3 or 4
- Accounts clerk – Level 3, 4 or 5
- Marketing/publicity officer – level 6
- Technical Manager – Level 13

All classification definitions are set out at **Schedule A – Classification Definitions**.

*Date of effect: 1 January 2010*

## 11. Minimum rates

[Varied by [PR718899](#), [PR726419](#); corrected by [PR726038](#); [PR730832](#); varied by [PR729340](#), [PR731022](#), [PR740766](#), [PR762190](#), [PR773968](#)]

[11.1 varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

### COMMENTARY: CLAUSE 11– MINIMUM RATES

It has been common practice in the industry to make **over-award payments** in addition to the minimum rate. The amount of over-award payments may vary according to the particular sector of the industry, from employer to employer, and from employee to employee.

Employers who are paying wages over the minimum award rate can absorb minimum wage increases determined by the Fair Work Commission in their over-award payments.

#### Buy-outs and off-sets/set-offs

Employers can “buy-out” or “off-set” a certain number of hours of overtime and other entitlements in over-award payments (which must be documented).

Any award entitlements that are “bought out” or “off-set” must be expressly and clearly identified in the contract of employment. If these are not clearly identified in the contract of employment, the employer may be liable to pay amounts in addition to amounts for entitlements that they have assumed were already paid.

If more hours are worked than have been bought out, then the employee must be paid for the additional hours.

Employers should contact LPA or seek legal advice if they wish to “buy-out” or “off-set” any award entitlements.

#### Live Performance Employee – Level 1

The Live Performance Level 1 classification (or Production and Support Staff Employee Level 1) is only to be used for training and induction.

This is a temporary pay rate and employees can be engaged at this level for a maximum of:

- 6 weeks: induction training for full-time or part-time employees; OR
- 228 hours: induction training for casual employees.

Production and Support Staff Level 1 was formerly aligned with the National Minimum Wage but the alignment between these rates ended on 30 June 2023.

*Date of effect: 1 January 2010*



**Live Performance Award 2020**

**11.1** An employer must pay employees the following minimum rates for ordinary hours worked by the employee:

<b>Live Performance employee</b>	<b>Category</b>	<b>Minimum weekly rate (full-time employee)</b>	<b>Minimum hourly rate</b>
		<b>\$</b>	<b>\$</b>
Level 1	Production and Support Staff Level 1 (Induction/Training)	891.50	23.46
Level 2	Production and Support Staff Level 2	965.60	25.41
Level 3	Production and Support Staff Level 3	1012.80	26.65
Level 4	Production and Support Staff Level 4	1032.30	27.17
Level 5	Production and Support Staff Level 5	1064.60	28.02
Level 6	Production and Support Staff Level 6	1097.10	28.87
Level 7	Company Dancer Level 1; Performer Category 1 Grade 1	1126.30	–
Level 8	Company Dancer Level 2; Production and Support Staff Level 7	1167.40	30.72 <sup>1</sup>
Level 9	Musician; Performer Category 1 Grade 2; Performer Category 2	1183.50	–
Level 10	Company Dancer Level 3; Production and Support Staff Level 8	1207.70	31.78 <sup>1</sup>
Level 11	Company Dancer Level 4; Musician required to accompany artists; Opera Principal	1245.80	–
Level 12	Company Dancer Level 5	1287.60	–

**Live Performance Award 2020**

<b>Live Performance employee</b>	<b>Category</b>	<b>Minimum weekly rate (full-time employee)</b>	<b>Minimum hourly rate</b>
		<b>\$</b>	<b>\$</b>
Level 13	Company Dancer Level 6; Technical Manager	1334.40	–
Level 14	Company Dancer Level 7; Principal Musician; Vocalist	1389.80	–
Level 15	Conductor-Leader	1508.20	–

<sup>1</sup> Rates apply to Production and Support Staff Classifications only.

NOTE: For rates for other classifications see Part 5—Performers and Company Dancers, Part 6—Musicians and Part 7—Striptease Artists.

**11.2** Further minimum rates for Performers and Company Dancers, Musicians and Striptease Artists are set out in clauses 31—Minimum rates, 40—Minimum rates and 50—Minimum rates respectively.

**11.3 Higher duties**

- (a) An employee engaged for more than 4 hours during one day on work carrying a higher rate of pay than their ordinary classification must be paid at the higher rate for all work done on that day.
- (b) An employee engaged for less than 4 hours during one day on work carrying a higher rate of pay than their ordinary classification must be paid the higher rate for the actual time worked at the higher classification.

**11.4 Supported wage system**

For employees who because of the effects of a disability are eligible for a supported wage, see Schedule D—Supported Wage System.

**11.5 School-based apprentices**

For school-based apprentices, see Schedule C—School-based Apprentices.

**11.6 National training wage**

- (a) Schedule E to the [Miscellaneous Award 2020](#) sets out minimum wage rates and conditions for employees undertaking traineeships.

[11.6(b) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

- (b) This award incorporates the terms of Schedule E to the [Miscellaneous Award 2020](#) as at 1 July 2024. Provided that any reference to “this award” in Schedule E to the [Miscellaneous Award 2020](#) is to be read as referring to the *Live Performance Award 2020* and not the [Miscellaneous Award 2020](#).

[Note inserted by [PR723829](#) ppc 01Nov20; deleted by [PR726419](#); inserted by [PR730832](#); deleted by [PR731022](#) ppc 01Nov21]

## 12. Time off instead of payment for overtime

[Varied by [PR763286](#)]

### COMMENTARY: CLAUSE 12 – TIME OFF INSTEAD OF PAYMENT FOR OVERTIME

A full-time or part-time employee who has been employed for at least 12 months, **may agree to take time off, instead of being paid for overtime worked**. The amount of time off is based on the hours worked (not on the calculated “overtime hours”).

Certain employees **cannot take time off instead of being paid for overtime** including:

- a performer, company dancer or musician who is engaged for the run of a play/production or for a specific period or task;
- a production and support staff employee who is engaged on a particular play/production for the duration of that play/production or for a specific period or task; and
- any casual employee.

If an **eligible employee** agrees to take time off instead of receiving payment for overtime, the employer and employee must enter a written agreement (separate from the contract of employment) that includes:

- that the employee and employer agree that the employee may take time off instead of being paid for overtime;
- the number of overtime hours and when they were worked; and
- that if the employee requests (at any time) that the hours be paid, then the employer must pay the hours at the overtime rate. The payment for these hours must be made in the next pay period following the employee’s request.

**Schedule G** of the Award provides a [Template Agreement for time off instead of payment for overtime](#)

The time off must be taken within 6 months of being worked at a time mutually agreed by employer and employee. If the time off is not taken within 6 months, then the employee must be paid for the overtime in the next pay period.

Any untaken time off for overtime must be paid to the employee on termination of employment.

An employer can **only** refuse a request to take time off instead of payment for overtime on **reasonable business grounds** which include:

- that the new working arrangements requested by the employee would be too costly for the employer;
- that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;

- that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
- that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
- that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.

Any dispute regarding the operation of this clause, can be dealt with under clause 24 - Dispute resolution.

*Date of effect: 13 November 2020*

**12.1 Who this clause applies to**

A full-time or part-time employee engaged by the one employer for a period of at least 12 months.

**12.2 Who this clause does not apply to**

- (a) A performer or company dancer who is engaged for the run of a play/production or for a specific period or task; and
- (b) A musician who is engaged for the run of a play/production or for a specific period or task; and
- (c) A production and support staff who is engaged on a particular play/production for the duration of that play/production; and
- (d) A production and support staff who is engaged for a specific period or task; and
- (e) A casual employee.

**12.3 Time off instead of payment for overtime**

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 12.3(a).
- (c) An agreement must state each of the following:
  - (i) the number of overtime hours to which it applies and when those hours were worked;
  - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
  - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;

- (iv) that any payment mentioned in clause 12.3(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by this clause is set out at Schedule G—Agreement for time off instead of payment for overtime. There is no requirement to use the form of agreement set out at Schedule G—Agreement for time off instead of payment for overtime. An agreement under clause 12 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 12.3 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time to be paid for overtime covered by an agreement under clause 12.3 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 12.3(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 12.3 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 12 will apply, including the requirement for separate written agreements under clause 12.3(b) for overtime that has been worked.

[Note varied by [PR763286](#) ppc 01Aug23]

NOTE: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65A(3) of the [Act](#)).

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 12.3 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 12.

### 13. Payment of wages

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

#### COMMENTARY: CLAUSES 13 - PAYMENT OF WAGES

##### 1. PAYMENT OF WAGES

An employer can choose whether to make payments weekly or fortnightly. An employee's letter of engagement or contract should state whether they are being paid weekly or fortnightly.

Casual employees must be informed when they are engaged whether they will be paid weekly or fortnightly, otherwise they must be paid within 15 minutes of the end of their shift.

*Date of Effect: 1 January 2010*

##### 2. PAYMENT OF WAGES ON TERMINATION OF EMPLOYMENT

On termination of employment an employee must be paid their final pay including accrued entitlements such as annual leave, no later than 7 days after the employment ceases.

*Date of effect: 13 November 2020*

- 13.1** Wages will be paid weekly or fortnightly according to the actual hours worked for each week or fortnight.
- 13.2** Casual employees will be paid within 15 minutes of the conclusion of their work but may agree to be paid weekly or fortnightly.

### 13.3 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
- (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
  - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under clause 13.3(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

NOTE 2: Clause 13.3(b) allows the Commission to make an order delaying the requirement to make a payment under clause 13.3. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

## 14. General allowances

[Varied by [PR719051](#), [PR729524](#), [PR738928](#), [PR740930](#), [PR762356](#), [PR774138](#)]

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

### COMMENTARY: CLAUSE 14 – GENERAL ALLOWANCES

Additional wage-related allowances are provided for:

- Performers and Company dancers: clauses 32–Allowances, 35–Overtime and penalty rates
- Musicians: clauses 41–Allowances, 44–Overtime and penalty rates
- Strip-tease Artists: clause 51–Allowances, 54–Overtime
- Production and Support Staff: clauses 60–Allowances; 63–Overtime and penalty rates

All allowances are set out in **Schedule B – Summary of Monetary Allowances**.

Where allowances are expressed as a percentage of the standard rate (Live Performance Employee Level 4), they will automatically increase when wage rates increase.

*Date of effect: 13 November 2020*

*Updated: 1 July 2024*

**14.1** Employers must pay to an employee the allowances the employee is entitled to under clause 14. (Additional allowances may be payable under clauses 31—Minimum rates, 32—Allowances, 41—Allowances, 44—Overtime and penalty rates, 51—Allowances, 60—Allowances, and 63—Overtime and penalty rates).

NOTE: See Schedule B—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

### 14.2 Expense-related allowances

#### (a) Reimbursement of expenses

Where an employer authorises an employee to incur expenses in the course of the employee's employment, the expense will be reimbursed by the employer upon the employee providing a tax invoice and receipt.



**(b) Use of vehicle allowance**

[14.2(b) varied by [PR729524](#), [PR740930](#), [PR762356](#), [PR774138](#) ppc 01Jul24]

An allowance of **\$0.98** per kilometre will be paid to an employee who is requested by the employer to use their own motor vehicle in the performance of their duties.

**COMMENTARY: CLAUSE 14.2(b)– USE OF VEHICLE**

The vehicle allowance is only payable when an **employer requests that the employee use their own vehicle.**

If an employee does not accept the transport provided by the employer then the allowance is not payable.

If the employer does not provide any transport, then it is implied that a request has been made and the allowance should be paid to the employee.

*Date of effect: 1 January 2010*

*Updated: 1 July 2024*

**(c) Late night transport**

Where an employee is detained at work until it is too late to travel home by the last train, tram or other regular public transport, the employer will provide that employee with proper transport to their home.

**(d) Laundry allowance**

**(i) Weekly and full-time employees**

[14.2(d)(i) varied by [PR719051](#), [PR729524](#), [PR740930](#), [PR762356](#), [PR774138](#) ppc 01Jul24]

Where the employer does not launder uniforms, a weekly or full-time employee will be paid a laundry allowance of **\$4.39** per week for blouses and shirts and **\$11.42** per week for other garments.

**(ii) Other than weekly and full-time employees**

[14.2(d)(ii) varied by [PR719051](#), [PR729524](#), [PR740930](#), [PR762356](#), [PR774138](#) ppc 01Jul24]

For employees other than weekly and full-time employees, a laundry allowance of **\$3.52** per day will be paid up to a maximum of **\$15.91** per week.

## 14.3 Expense-related travel allowances

### COMMENTARY: CLAUSE 14.3 – EXPENSE-RELATED TRAVEL ALLOWANCES

#### 1. EMPLOYER PROVIDES ACCOMMODATION

Where the employer provides accommodation to an employee required to travel away from their **place of residence**, only the meals and incidentals allowances need to be paid:

##### For travel from 1 to 4 days:

- **Meals: \$35.13** per meal period. There is no definition of “meal period” in the Award. However, a meal period is commonly defined as either breakfast, lunch or dinner. Therefore, if an employee is travelling for 4 days or less they should be paid a meal allowance of **\$35.13** for each breakfast, lunch and dinner period that occurs during that period.
- **Incidentals:** not payable for travel of less than one week.

##### For travel for 5 days or more

- **Meals:** a maximum of **\$356.29 per week** or **\$71.26 per day** in a broken week.
- **Incidentals:** **\$110.93 per week** or **\$22.19 per day** in a broken week.

TOTAL Weekly Meals & Incidentals: up to a maximum of **\$467.22** per week

#### 2. EMPLOYER OFFERS TO PROVIDE ACCOMMODATION BUT EMPLOYEE ELECTS TO FIND OWN ACCOMMODATION

If the Employer offers to provide accommodation to the Employee, but the Employee wants to find their own accommodation, then **in addition to the meals and incidentals allowances**, the Employee is also entitled to receive the cash allowance for the accommodation. Therefore, they should be paid:

##### For travel from 1 to 4 days:

- **Accommodation: \$234.50 per night**

##### For travel for 5 days or more:

- **Accommodation: \$178.90 per night** up to a maximum of **\$894.63 per week**

#### 3. EMPLOYER DOES NOT OFFER TO PROVIDE ACCOMMODATION

If the Employer does not offer to provide accommodation to the Employee, then the Employee can be reimbursed for the cost of their accommodation **up to the maximum limits prescribed in clause 14.3(e) plus meals and incidentals allowances**, as follows:

- **Sydney and Melbourne - \$1,791.00**
- **Adelaide, Hobart, Perth, Brisbane - \$1,264.00**
- **Canberra - \$1,540.00**
- **Other places - \$1,178.00**

#### 4. WHEN THE EMPLOYER MUST PAY EXPENSE-RELATED TRAVEL ALLOWANCES

An employer **must pay expense related travel allowances** (including meals, incidentals and accommodation) to an employee when the employee is required to travel away from their place of residence for work, and the production (or show) does not take place in the metropolitan or regional area where the employee resides.

An employer is **not required to pay expense-related travel allowances** (including meals incidentals and accommodation) to an employee who is engaged:

- **to work at a single location away from their place of residence for 12 months or more, or**
- **who is engaged for a local show.**

**EXAMPLE**

To determine whether the allowances are payable we first look at **clause 2 – Definitions**, which sets out the meaning of ‘local show’ as:

- **a show specified as such by the employer where the production is scheduled to take place in one location only and where the employer shall engage for such production only employees who reside in that local area.**

Therefore, a local show is a show that takes place in the employee’s metropolitan or regional area.

Therefore, if an employee lives in the Melbourne Metropolitan area and a show takes place in any suburb in the Melbourne Metropolitan Area – **no allowances are payable.**

If the employee lives in the Melbourne Metropolitan area and a show takes place in Geelong - or any other place outside the Melbourne Metropolitan area – **then allowances are payable.**

*Date of effect: 11 November 2020*

*Updated: 1 July 2024*

**(a) Travel**

An employee required by the employer to travel away from their place of residence will be reimbursed up to the actual cost of an economy class fare or equivalent to their destination. This provision will not apply where the employer provides and arranges transport.

**(b) Travel to and from airports**

[14.3(b) varied by [PR729524](#), [PR740930](#), [PR762356](#), [PR774138](#) ppc 01Jul24]

An employee required to travel to or from an airport will be reimbursed the cost of the transport to a maximum of **\$50.02**. The reimbursement is not payable where the employer provides the transport.

**(c) Accommodation allowance – 1 to 4 days**

[14.3(c) varied by [PR719051](#), [PR740930](#), [PR762356](#) ppc 01Jul23]

Where the employee does not accept employer-provided accommodation and the period of travel involved is less than one week the employer shall pay an allowance of **\$234.50** per night.

**(d) Accommodation allowance – more than one week (5 working days or more)**

[14.3(d) varied by [PR719051](#), [PR740930](#), [PR762356](#) ppc 01Jul23]

Where the employee does not accept employer provided accommodation and the period of travel involved is one week or more, the employer shall pay an allowance of **\$178.90** per night up to a maximum of **\$894.63** per week.

**(e) Accommodation reimbursement**

[14.3(e) varied by [PR719051](#), [PR740930](#), [PR762356](#) ppc 01Jul23]

Where the employer does not provide accommodation, the employee will be reimbursed the cost of accommodation up to the maximum weekly limits as follows:

<b>Destination</b>	<b>Weekly amount \$</b>
Sydney and Melbourne	1791
Adelaide, Hobart, Perth and Brisbane	1264
Canberra	1540
Other places	1178

**(f) Shared accommodation**

Where an employer and an employee agree in writing, shared accommodation may be provided by the employer. The employer will retain a copy of the agreement.

**(g) Meals while travelling – one to 4 days**

[14.3(g) varied by [PR719051](#), [PR729524](#); renamed and substituted by [PR738928](#) ppc 14Mar22; varied by [PR740930](#), [PR762356](#), [PR774138](#) ppc 01Jul24]

Where the period of travel is 1 to 4 days and the employee is not provided with meals during the period of travel, the employer shall pay the employee a meal allowance of **\$35.13** for each meal period which occurs during the travel.

**(h) Meals while travelling – one week (5 working days) or more**

[14.3(h) varied by [PR719051](#), [PR729524](#); substituted by [PR738928](#) ppc 14Mar22; varied by [PR740930](#), [PR762356](#), [PR774138](#) ppc 01Jul24]

Where the period of travel is one week or more and the employee is not provided with meals during the period of travel, the employer shall pay the

employee a meal allowance of up to a maximum of **\$356.29** per week or **\$71.26** per day in a broken week.

NOTE: The daily allowance is derived by dividing the weekly rate by 5.

**(i) Incidentals allowance while travelling**

[14.3(i) varied by [PR719051](#); substituted by [PR738928](#) ppc 14Mar22; varied by [PR740930](#), [PR762356](#) ppc 01Jul23]

When the period of travel is one week (5 working days) or more, an employee must be paid an allowance for incidentals up to a maximum of **\$110.93** per week or **\$22.19** per day in a broken week.

NOTE: The daily allowance is derived by dividing the weekly rate by 5.

**(j) Eligibility**

**(i)** Clauses 14.3(c)–14.3(i) will not apply:

- with respect to an employee who is engaged to work at a single location away from their place of residence for a specific period of 12 months or more; or
- where an employee is engaged for a local show.

**(ii)** The provisions in clause 14.3(j) will apply as though the place of residence of the employee had been correctly stated, where an employer:

- avoids or seeks to avoid the operation of clause 14.3(j) by inducing any employee or prospective employee to misrepresent their place of residence; or
- engages an employee where they know that the place of residence of an employee or prospective employees has been misrepresented.

**(k) Transportation of luggage and instruments**

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

**(ii)** The employer will reimburse the employee for the cost of insurance of the employee's luggage and instruments for loss, theft or damage when travelling.

**(iii)** Provided that such reimbursement will not be payable where the employer provides transport of luggage and instruments.

## 15. Superannuation

[Varied by [PR771357](#)]

### COMMENTARY: CLAUSE 15 – SUPERANNUATION

The minimum superannuation contribution is **11.5% at 1 July 2024**, set to rise to 12% on 1 July 2025.

#### 1. CLAUSE 15.1 – STAPLED SUPERANNUATION REQUIREMENTS

**From 1 November 2021**, if a new employee does not choose a superannuation fund, the employer must ask the Australian Taxation Office (ATO) if the employee has a stapled superannuation fund (a fund which is able to accept contributions from the employer and of which the employee is an existing member). If the ATO provides stapled fund details, the employer must make contributions to the employee's stapled fund to satisfy superannuation choice of fund requirements.

If an employee does not choose a superannuation fund and does not have a stapled fund, contributions to a fund specified at 15.5 of the Award will satisfy choice of fund requirements, provided the fund is able to accept contributions for the benefit of the employee. (See note under 15.1).

#### 2. CLAUSE 15.2 - EMPLOYER CONTRIBUTIONS

**From 1 July 2022**, all employees (full-time, part-time seasonal and casual) over 18 years of age must be paid superannuation on all wages.

#### 3. CLAUSE 15.3 - SUPERANNUATION CONTRIBUTIONS: CHILD PERFORMERS

Performers aged between 16 and 18 years old must be paid superannuation on all wages if they work more than 30 hours per week.

**Child Performers** (performers under 16 years of age) must also be paid superannuation on all wages, if they work more than 30 hours per week, subject to the following restrictions.

To be eligible to be paid superannuation the child performers must:

- not be engaged as an extra, double or stand-in;
- be engaged on a contract of at least 12 weeks;
- have been employed for at least 6 paid engagements in the entertainment industry; OR
- have been employed for a minimum of 30 days in the entertainment industry.

*Date of effect: 1 July 2022*

### 15.1 Superannuation legislation

[15.1 substituted by [PR771357](#) ppc 09Apr24]

- (a) The [NES](#) and Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deal with the superannuation rights and obligations of employers and employees.

- (b) The rights and obligations in clause 15 supplement those in superannuation legislation and the [NES](#).

NOTE: Under superannuation legislation:

- (a) Individual employees generally have the opportunity to choose their own superannuation fund.
- (b) If a new employee does not choose a superannuation fund, the employer must ask the Australian Taxation Office (ATO) whether the employee is an existing member of a stapled superannuation fund and, if stapled fund details are provided by the ATO, make contributions to the stapled fund.
- (c) If an employee does not choose a superannuation fund and does not have a stapled fund, the choice of superannuation fund requirements will be satisfied by contributions made to a superannuation fund nominated in the award covering the employee, provided the fund is able to accept contributions for the benefit of the employee.
- (d) A fund may not be able to accept contributions for the benefit of an employee if the employee would be a new member of the fund's MySuper product and the MySuper product is closed to new members because it has failed the performance tests of Australian Prudential Regulation Authority (APRA) for 2 consecutive years.

## 15.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

**15.3** Despite the provisions of clause 15.1(a), an employer must also make superannuation contributions to a superannuation fund on behalf of a performer younger than 18 years of age as if the performer were 18 (excluding extras, doubles and stand-ins) if:

- (a) the child performer is engaged on a 12 week contract or longer;
- (b) the child performer has been employed in the entertainment industry for a minimum of 6 professional engagements; or
- (c) the child performer has been employed in the entertainment industry for a minimum of 30 days.

#### 15.4 Voluntary employee contributions

- (a) 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 post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 15.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 15.4(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 15.4(a) or (b) was made.

#### 15.5 Superannuation fund

[15.5 varied by [PR771357](#) ppc 09Apr24]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clauses 15.2 and 15.3 to another superannuation fund, the employer must make the superannuation contributions provided for in clauses 15.2 and 15.3 and pay any amount authorised under clauses 15.4(a) or 15.4(b) to one of the following superannuation funds or its successor, provided that, in respect of new employees, the fund is able to accept new beneficiaries:

- (a) Media Super;
- (b) AustralianSuper;
- (c) CareSuper;
- (d) Sunsuper;
- (e) HOSTPLUS;
- (f) Tasplan;
- (g) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (h) a superannuation fund or scheme which the employee is a defined benefit member of.



## 16. Annual leave

16.1 Annual leave is provided for in the [NES](#).

### COMMENTARY: CLAUSE 16.1 – ANNUAL LEAVE

#### 1. ACCRUED ANNUAL LEAVE

All employees (other than casual employees) are entitled to 4 weeks of annual leave per year based on their ordinary hours of work. This is approximately 1.667 days per month.

Annual leave starts accruing from the very first day of work and accrues continuously based on the ordinary hours of work.

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#### EXAMPLE: Annual Leave Calculation

An employee who **works 5 days per week for 7.6 hours per day (38 hours per week)** will accrue annual leave as follows:

- **per day: 7.6 hours / 13.035714 = 0.5846 hours (35 minutes)**
- **per week: 38 hours / 13.035714 = 2.91 hours (2 hours and 55 minutes)**

An employee who **works 2 days per week for 7.6 hours per day (15.2 hours per week)** will accrue annual leave as follows:

- **per day: 7.6 hours / 13.035714 = 0.58 hours (35 minutes)**
- **per week: 15.2 hours / 13.035714 = 1.17 hours (1 hour and 10 minutes)**

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Any annual leave that is not taken carries over to the next year.

Annual leave continues to accumulate when an employee is on:

- paid leave such as long service leave, annual leave and paid sick/carer's leave;
- unpaid leave that counts toward leave accrual such as community service leave (including jury service); or
- a stand down under section 524 of the Fair Work Act 2009, or their contract of employment

Annual leave will not accrue when an employee:

- is on unpaid leave (other than in circumstances above, or if the leave is provided for in this Award or an agreement); or
- is taking unpaid leave while being paid the Paid Parental Leave Scheme.

#### 2. TAKING ANNUAL LEAVE

Annual leave may be taken at a time mutually agreed between the employer and employee. However, an employer must not 'unreasonably refuse' to agree to an employee's request to take annual leave.

An employer cannot direct an employee to take their annual leave unless the employee has more than 8 weeks' annual leave accrued (see clauses 16.7 to 16.9 below).

Annual leave can be taken as soon as it accumulated. It does not have to be taken each year.

An employee is not considered to be on annual leave if they take another type of leave during their period of annual leave. This means that if an employee is taking a week of annual leave a day would not counted as annual leave and their annual leave will not be reduced for that day, if any of the following occurs during that week:

- the employee is sick or injured (this would be deducted from the employee's personal/carer's leave);
- a public holiday; or
- any other period of leave, or absence such as community service leave

### 3. PAYMENT WHILE ON ANNUAL LEAVE

Annual leave is paid at the employee's base rate for all ordinary hours worked. The base rate does not include:

- Overtime rates
- Penalty rates
- Allowances
- Bonuses

### 4. PAYMENT UPON TERMINATION OF EMPLOYMENT

On termination of employment, an employee must be paid for any period of untaken annual leave. The payment for the untaken leave must be the same as what the employee would have been paid if they took the leave during their employment.

*Date of effect: 1 November 2021*

## 16.2 Annual leave loading

- (a) Before the start of an employee's annual leave, the employer must pay the employee their ordinary weekly wage plus a loading of **17.5%** of the employee's ordinary weekly wage.
- (b) The loading is not payable to an employee who takes annual leave wholly or partly in advance; provided that, if the employee's employment continues until the day when they would have become entitled to annual leave, the loading then becomes payable in respect of the period of that leave and is to be calculated by applying the ordinary rate of pay applicable on that day.
- (c) The loading is not payable for periods of service of less than 12 months.

NOTE: Where an employee is receiving over-award payments such that the employee's base rate of pay is higher than the rate specified under this award, the

employee is entitled to receive the higher rate while on a period of paid annual leave (see sections 16 and 90 of the [Act](#)).

**16.3** When the employment of an employee is terminated by their employer for a cause other than misconduct, and at the time of the termination the employee has not taken the whole of the annual leave to which they became entitled, they must be paid the loading for the period of leave not taken.

**16.4 Electronic funds transfer (EFT) payment of annual leave**

Despite anything else in clause 16, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

**16.5 Annual leave in advance**

**COMMENTARY: CLAUSE 16.5 – ANNUAL LEAVE IN ADVANCE**

An employee can take annual leave in advance (more leave than they currently have owing) if the employer agrees.

The agreement must be in writing and needs to:

- be signed by both the employer and the employee;
- be signed by the employee's parent or guardian if the employee is under 18 years of age;
- state how much annual leave is being taken in advance; and
- state the date the leave will start.

A template for an agreement to take leave is provided at **Schedule E – Agreement to Take Annual Leave in Advance**.

If an employee takes leave in advance and their employment ends before they have accumulated it all back, the employer can deduct the amount still owing from their final pay.

For employees under 18 years of age, a parent or guardian must also agree in writing to the deduction from the employee's final pay.

*Date of effect: 1 July 2020*

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
  - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

- (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 16.5 is set out at Schedule E—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule E—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 16.5 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 16.5, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

## 16.6 Cashing out of annual leave

### COMMENTARY: CLAUSE 16.6 – CASHING OUT OF ANNUAL LEAVE

An employee and an employer may agree in writing to the cashing out of annual leave.

The agreement to cash out annual leave:

- must be signed by the employer and employee, and if the employee is under 18 years of age by the employee's parent or guardian;
- must state the amount of leave to be cashed out, the amount to be paid and the date of payment; and
- must not result in the employee's remaining annual leave balance being less than 4 weeks.

The maximum amount of annual leave that can be cashed out in any period of 12 months is 2 weeks.

The amount paid must be the same as what the employee would have been paid if they took the leave.

*Date of effect: 1 July 2020*

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 16.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 16.6.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 16.6 must state:

- (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 16.6 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 16.6 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 16.6.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 16.6.

NOTE 3: An example of the type of agreement required by clause 16.6 is set out at Schedule F—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Cash Out Annual Leave.

## 16.7 Excessive leave accruals: general provision

### COMMENTARY: CLAUSE 16.7-9 – EXCESSIVE ANNUAL LEAVE AND DIRECTING EMPLOYEES TO TAKE LEAVE

An employee’s annual leave balance is considered an **excessive leave accrual** if they have accrued more than 8 weeks’ paid annual leave.

#### 1. EMPLOYER DIRECTION TO TAKE ANNUAL LEAVE

If an employer and an employee have genuinely tried, but have not been able to agree, to reduce an employee’s **leave balance**, the employer may direct the employee to take annual leave (see clause 16.8).

The Direction to take annual leave must not:

- result in an employee's leave balance being less than 6 weeks;
- require the employee to take a period of paid annual leave for less than 1 week;
- require the employee to take annual leave in the next 8 weeks or later than 12 months; or
- be inconsistent with any leave already agreed.

When an employer has given a direction to take annual leave, the employee can still request annual leave as though the direction had not been given.

When an employee receives a direction to take annual leave, they must take the period of leave as directed.

## 2. EMPLOYEE REQUEST TO TAKE ANNUAL LEAVE

If an employer and an employee have genuinely tried, but have not been able to agree, to reduce an employee's **leave balance**, an employee may request in writing to take annual leave (see clause 16.9).

An employee can only request to take annual leave to reduce their **excessive leave balance** if:

- they have had an excessive leave balance for more than six months; and
- they have not been given a direction to take annual leave.

An employee's request to take annual leave must not (when employer directions as set out above are taken into account):

- result in an employee's leave balance being less than 6 weeks;
- be for a period of less than 1 week;
- be for a period of annual leave beginning in the next 8 weeks or later than 12 months;
- be inconsistent with any leave already agreed; or
- be for more than 4 weeks in a period of 12 months.

When an employer receives notice from an employee, the period of leave must be granted.

*Date of effect: 1 July 2020*

NOTE: Clauses 16.7 to 16.9 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave.
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 16.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 16.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**16.8 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 16.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 16.8(a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 16.7, 16.8 or 16.9 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 16.8(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 16.8(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 16.8(d) may result in the direction ceasing to have effect. See clause 16.8(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

**16.9 Excessive leave accruals: request by employee for leave**

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 16.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under clause 16.9(a) if:

- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 16.8(a) that, when any other paid annual leave arrangements (whether made under clause 16.7, 16.8 or 16.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under clause 16.9(a) must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 16.7, 16.8 or 16.9 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 16.9(a) more than 4 weeks' paid annual leave in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 16.9(a).

## 17. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the [NES](#).

### COMMENTARY: CLAUSE 17 – PERSONAL/CARER'S LEAVE

#### 1. PAID PERSONAL/CARER'S LEAVE

Personal/carer's leave covers both sick leave and carer's leave.

All employees (including Performers, Company Dancers & Musicians) other than casuals are entitled to be paid for:

- 10 days personal/carer's per leave per year for full-time employees
- pro-rata 10 days per year for part-time employees



Personal/carer's leave starts accruing from the very first day of work and accumulates progressively during a year of service, based on the ordinary hours of work.

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**EXAMPLE: Personal/carer's leave calculation**

The entitlement to 10 days of personal/carer's leave can be calculated as 1/26th of an employee's ordinary hours of work.

An employee works 5 days per week for 7.6 hours per day (38 hours per week) will accrue personal/carer's leave as follows:

- **per day:  $7.6 \text{ hours} / 26.071428 = 0.2915 \text{ hours (17 minutes)}$**
- **per week:  $38 \text{ hours} / 26.071428 = 1.4575 \text{ hours (1 hour and 27 minutes)}$**

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Personal/carer's leave that is not taken, carries over to the next year.

Personal/carer's leave continues to accrue when an employee is on:

- paid personal/carer's leave or paid annual leave;
- community service leave (including jury duty);
- long service leave; or
- unpaid family or domestic violence leave

Personal/carer's leave does not accumulate when the employee is on:

- unpaid annual leave; or
- unpaid personal or carer's leave

## **2. TAKING PAID PERSONAL/CARER'S LEAVE**

An employee can take paid personal/carer's leave:

- if they are **unfit for work due to their own personal illness or injury**; or
- to provide care or support to a member of their immediate family or household because of a personal illness, injury or unexpected emergency that is affecting the member.

A **member of the employee's immediate family** means spouse (or former spouse), de facto partner (or former de facto partner), child, parent, grandparent, grandchild or sibling of an employee; or child, parent, grandparent, grandchild, or sibling of the employee's spouse or de facto partner (or former spouse or de facto partner).

There is no minimum or maximum amount of paid personal/carer's leave that can be taken at a time.

For example, if an employee has accrued 20 days of personal/carer's leave and is ill or injured, or must look after an immediate family member, they can take those 20 days all at once.

## **3. PAYMENT WHILE ON PERSONAL/CARER'S LEAVE**

Personal/carer's leave is paid at the employee's base rate of pay for all ordinary hours they would have worked during that period. The base rate does not include:

- incentive-based payments and bonuses
- loadings
- monetary allowances
- overtime or penalty rates; or
- and other separately identifiable amounts

#### 4. TERMINATION OF EMPLOYMENT

Employers **are not required to pay** an employee for untaken personal/carer's leave on termination of employment.

#### 5. UNPAID CARER'S LEAVE

All employees, **including casual employees**, are entitled to 2 days of unpaid carer's leave **for each occasion** when a member of the employee's immediate family or household requires care or support because of a personal illness, injury, or an unexpected emergency.

An employee cannot take unpaid carer's leave if the employee has accumulated paid personal/carer's leave (this does not apply to casuals who have no entitlement to paid personal/carer's leave).

*Date of effect: 1 January 2010*

### COMMENTARY: CLAUSE 17 – COMPASSIONATE LEAVE

All employees, **including casual employees**, are entitled to 2 days compassionate leave for each occasion to spend time with a member of their immediate family or household who suffers a life-threatening illness or injury.

An employee is entitled to take compassionate leave:

- after the death of a member of the employee's immediate family or household;
- if a member of the employee's immediate family or household contracts or develops a life-threatening illness;
- if a child who would have been part of the employee's immediate family or household, is stillborn; or
- if an employee, or the employee's current spouse or de facto partner, has a miscarriage.

#### 1. PAID COMPASSIONATE LEAVE (ONLY AVAILABLE TO FULL-TIME OR PART-TIME EMPLOYEES)

If an employee (other than a casual employee) takes a period of compassionate leave, the employee must be paid at their base rate of pay for all ordinary hours they would have worked during that period.

The base rate does not include:

- incentive-based payments and bonuses
- loadings
- monetary allowances
- overtime or penalty rates
- and other separately identifiable amounts.

#### 2. UNPAID COMPASSIONATE LEAVE (FOR CASUAL EMPLOYEES)

If a casual employee takes a period of compassionate leave, they are not entitled to payment.

*Date of effect: 1 July 2010*

## 18. Parental leave and related entitlements

[18 varied by [PR763286](#) ppc 01Aug23]

Parental leave and related entitlements are provided for in the [NES](#).

NOTE: Disputes about requests for extensions to unpaid parental leave may be dealt with under clause 24—Dispute resolution and/or under section 76B of the [Act](#).

### COMMENTARY: CLAUSE 18 – PARENTAL LEAVE AND RELATED ENTITLEMENTS

#### 1. ELIGIBILITY FOR UNPAID PARENTAL LEAVE

Full-time, part-time and casual employees are entitled to 12 months unpaid parental leave if they:

- have completed 12 months of service with their employer (casual employees must also have been working on a regular and systematic basis for at least 12 months, and have a reasonable expectation of continuing work if not for the birth or adoption of the child):
  - before the date or expected date of birth of the child;
  - before the date of adoption; or
  - when the leave starts (if the leave is taken after another person has cared for the child or takes parental leave); and
- have or will have responsibility to care for a child.

If a pregnant employee wants to work during the six weeks before birth, employers are entitled to ask for a medical certificate stating the employee is fit for work.

#### 2. ADDITIONAL UNPAID PARENTAL LEAVE

After taking unpaid parental leave, employees can request an additional 12 months of unpaid parental leave.

Responding to requests for additional unpaid parental leave:

- If an employer receives a request for additional unpaid parental leave, they must respond in writing within 21 days.
- Employers can only refuse an employee's request for additional unpaid parental leave if:
  - they have given the employee a reasonable opportunity to discuss the request; and
  - have reasonable business grounds to do so.

#### 3. UNPAID SPECIAL PARENTAL LEAVE

A pregnant employee who is eligible to take unpaid parental leave is entitled to take unpaid special maternity leave if the employee is not fit for work because of:

- a pregnancy-related illness; or
- a pregnancy loss after at least 12 weeks and their baby is not stillborn.

#### 4. RIGHT TO TRANSFER TO SAFE JOB IN APPROPRIATE CASES OR TO TAKE 'NO SAFE JOB LEAVE'

If a pregnant employee provides their employer with evidence that they are:

- fit to work, but unable to continue in their current position due to risks from pregnancy or hazards connected with their position, then the employee has the right to:
  - transfer to a safe job; or
  - take 'no safe job leave' where no safe job leave is available.
- the right to transfer to a safe job, or to take no safe job leave, extends to employees who are not eligible for unpaid parental leave.

**Transfer to a Safe Job:**

- if an appropriate safe job is available, the employer must transfer the employee to that job;
- the safe job must have the same ordinary hours of work as the current position unless the employee agrees to different ordinary hours;
- the employee must continue to receive the full rate of pay for their usual job for the hours worked in the safe job; and
- the employee must stay in the safe job until it is safe for them to return to their usual job, or their pregnancy ends.

**Taking 'no Safe Job leave' when no Safe Job is available:**

- if an appropriate safe job is not available, the employee can take 'no safe job leave';
- if the employee is eligible for unpaid parental leave, then no safe job leave is paid;
- if the employee is not eligible for unpaid parental leave, then no safe job leave is unpaid; and
- casual employees who are eligible for paid no safe job leave receive the base rate of pay (not including casual loading) for the average hours they would have worked.

**5. CONSULTATION**

Employers must keep employees who are on unpaid parental leave informed about any decisions or workplace changes that will have a significant effect on the status, pay or location of their pre-parental leave position. This includes restructures or redundancy.

**6. RETURN TO WORK GUARANTEE**

An employee is entitled to return to work to:

- their pre-parental leave position; or
- an available position for which they are qualified and suited, which is nearest in status and pay to their pre-parental leave position, if their pre-parental leave position no longer exists.

The employer must inform employees that are replacing an employee on parental leave that:

- their engagement is temporary; and
- the employee on leave has a right to return to work when their unpaid parental leave ends (including if the period is extended or if it is reduced in the case of a stillbirth or infant death or if they are no longer responsible for looking after the child).

**7. UNPAID PRE-ADOPTION LEAVE**

Employees can take 2 days of unpaid pre-adoption leave to attend interviews or examinations required to adopt. Unpaid pre-adoption leave cannot be used if an employer tells an employee to use another type of leave, such as annual leave.

**8. FLEXIBLE UNPAID PARENTAL LEAVE**

Employees can take up to 20 weeks of unpaid parental leave flexibly. Unpaid parental leave can be taken in either one continuous period, or in parts as 'flexible unpaid parental leave'.

#### 9. KEEPING IN TOUCH DAYS

Employees on unpaid parental leave get 10 keeping in touch days. Keeping in touch days allow an employee who is still on unpaid parental leave to go back to work for a few days.

They can be used:

- if the employee extends their period of unpaid parental leave beyond 12 months, they can take an additional 10 days;
- for attending meetings, participating in a planning day, assisting the parental leave replacement employee, etc;
- as a part day, 1 day at a time, a few days at a time or all at once;

Employees are paid their normal wage and accumulate leave entitlements for each keeping in touch day or part day. It is not mandatory for employees to use their keeping in touch days.

*Date of Effect: 1 January 2010*

## 19. Community service leave

Community service leave is provided for in the [NES](#).

## 20. Family and domestic violence leave

[20—Unpaid family and domestic violence leave renamed and substituted by [PR750496](#) ppc 15Mar23]

Family and domestic violence leave is provided for in the [NES](#).

NOTE 1: Information provided to employers concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers are subject to confidentiality requirements regarding the handling of this information under section 106C of the [Act](#) and requirements as to what can be reported on payslips pursuant to regulations 3.47 and 3.48 of the *Fair Work Regulations 2009*.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

### COMMENTARY: CLAUSE 20 – PAID FAMILY AND DOMESTIC VIOLENCE LEAVE

All employees can access 10 days paid family and domestic violence leave every 12 months.

Employers must take steps to keep notice or evidence of an employee's family and domestic violence leave confidential.

**Family and domestic violence leave must not be recorded in any way on an employee's pay slip. This includes listing family and domestic violence leave as any other kind of leave.**

From 15 December 2023, 'subjection to family and domestic violence' is a protected attribute. The *Fair Work Act 2009* prohibits an employer from taking adverse action (such as reducing work or terminating an employee) against an employee, or potential employee, because of their protected attribute.

*Date of effect: 1 February 2023*

## 21. Public holidays

[Varied by [PR738928](#), [PR747403](#)]

### COMMENTARY: CLAUSE 21– PUBLIC HOLIDAYS

#### 1. PUBLIC HOLIDAY ENTITLEMENT

All employees are entitled to be absent from work on a public holiday.

Full time and part-time employees who normally work on the day of a public holiday are entitled to be absent from work and receive their ordinary pay. Work undertaken by employees on public holidays or on part-day public holidays (including the hours adjacent to a part-day public holiday), will usually attract penalty rates, under clauses 21.3, 21.4 & 21.5 & 21.8.

The National Employment Standards prescribe the following Public Holidays:

- 1 January (New Year's Day);
- 26 January (Australia Day);
- Good Friday;
- Easter Monday
- 25 April (Anzac Day);
- The King's birthday holiday (on the day on which it is celebrated in a State/Territory);
- 25 December (Christmas Day);
- 26 December (Boxing Day); and
- Days declared by a State/Territory law, eg. Easter Saturday; and Days substituted by a State/Territory law or award, eg. if the holiday falls on a weekend.

#### 2. PART DAY PUBLIC HOLIDAYS

The hours of work that occur immediately prior to or after a part-day public holiday will be counted as part of one continuous shift. Therefore, the entire shift will attract the applicable public holiday penalties, whether it occurs on the actual public holiday or not.

#### 3. ROSTERING ON PUBLIC HOLIDAYS

Employers must first make a request for an employee to work on a public holiday before rostering them to work.

An employee can only refuse an employer's request to work on a public holiday if:

- the employer's request is not reasonable; or
- the employee's refusal is not reasonable.

In determining whether the request to work on a public holiday is reasonable, considerations include whether:

- the employee's role can be replaced by another employee;
- the employee's absence would compromise the production/performance;
- the employee was given reasonable notice to work;
- the employee would receive penalty rates; and
- the employee has a pressing personal circumstances above the usual considerations. For example the employee has to care for children and has exhausted all possible alternatives to arranging care.

**4. RESOURCES:**

- [When is it reasonable to require an employee to work on a public holiday?](#)
- [ACCI and LPA fact sheet – Rostering on Public Holidays](#)
- [Changes to Rostering on Public Holidays](#)

*Date of effect: 1 January 2010*

- 21.1** Public holiday entitlements are provided for in the [NES](#).
- 21.2** An employee whose rostered time off falls on a public holiday as provided for in clause 21 will be:
- (a) allowed an additional day off at a time to be agreed between the employer and the employee; or
  - (b) be paid an additional day's pay instead within 7 days of the holiday.
- 21.3** **An employee engaged by the week as a performer or a company dancer**
- (a) For work on Good Friday, Christmas Day and Labour Day or its equivalent in any State or Territory, or on any day substituted for any of those holidays, the employee will be entitled to payment of **25%** of the employee's weekly rate in addition to the employee's weekly rate.
  - (b) For work on other public holidays the employee will be entitled to payment of **16.7%** of the employee's weekly rate in addition to the employee's weekly rate for the week.
  - (c) In the event that work is not performed on a public holiday such day will be regarded for the purposes of clause 33.3 and all other purposes under this award as a day on which had occurred one of the 8 or 2 of the 12 performances per week provided for in clause 33.3 as the case may be.
  - (d) A performer required to travel on a public holiday or any other day on which the employee would otherwise be rostered off work, will, unless paid according

to the provisions of clause 21.3 for work on that day, be entitled to payment of **8.3%** of the employee's weekly rate in addition to the employee's weekly rate for the week.

- (e) If a company dancer is required by the employer to travel on a public holiday, the employee will be given a day off in the following week, provided that if a day off instead is not provided, the employee will be paid **8.3%** of the weekly rate in addition to the rate for the week for travel of up to 3 hours duration, and the minimum hourly rate for each half hour or part thereof for travel in excess of 3 hours.
- (f) A performer whose rostered time off falls on a public holiday as provided for in clause 21.3 will be allowed an additional day off at a time to be agreed between the employer and the employee, or be paid an additional day's pay instead within 7 days of the holiday.
- (g) Employees engaged as casuals will be entitled to payment for work on public holidays of **200%** of the performance rate per performance or **200%** of the hourly rate for rehearsals with a minimum payment as for 4 consecutive hours.

#### **21.4 Musicians**

[21.4 substituted by [PR738928](#) ppc 14Mar22]

- (a) All work done by a full-time or part-time musician on a public holiday will be paid at **200%** of the minimum hourly rate.
- (b) All work done by a casual musician on a public holiday will be paid at **225%** of the minimum hourly rate.

#### **21.5 Production and Support staff**

[21.5 substituted by [PR738928](#) ppc 14Mar22]

- (a) Full-time and part-time employees who work on a public holiday, whether part of an ordinary roster or work cycle or not, will be paid **200%** of the minimum hourly rate with a minimum payment as for 4 hours.
- (b) Casual employees who work on a public holiday will be paid **225%** of the minimum hourly rate with a minimum payment as for 4 hours.

NOTE: The public holiday rates for casual employees in clauses 21.4(b) and 21.5(b) have been calculated by adding the casual loading of 25% to the public holiday rate for full-time and part-time employees prescribed by clauses 21.4(a) and 21.5(a) respectively.

**21.6** An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the [NES](#).

**21.7** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).



**21.8 Part-day public holidays**

[21.8 substituted by [PR747403](#) ppc 14Nov22]

- (a) If a public holiday is a part-day public holiday, then clause 21 applies on a pro-rata basis for the number of ordinary hours on the part-day public holiday.
- (b) Hours of work performed immediately before or after a part-day public holiday, that form part of one continuous shift, are counted as part of a minimum payment/engagement period in clause 21.

## **PART 3 – WORKPLACE DELEGATES, CONSULTATION AND DISPUTE RESOLUTION**

## Part 3—Workplace Delegates, Consultation and Dispute Resolution

[Part 3—Consultation and Dispute Resolution renamed by [PR774802](#) from 01Jul24]

### 21A. Workplace delegates' rights

[21A inserted by [PR774802](#) from 01Jul24]

#### COMMENTARY: CLAUSE 21A – WORKPLACE DELEGATES' RIGHTS

A workplace delegate (union delegate) is an employee appointed or elected as a representative of union members in their workplace. They are not employees of the relevant union.

The workplace delegates' rights clause sets out the rights workplace delegates may exercise in the workplace.

In order to exercise their rights and entitlements in a workplace, delegates must give the employer written notice of their appointment or election as a workplace delegate, including evidence if requested. If an employee ceases being a delegate they must give written notice to the employer within 14 days.

#### Right of representation (cl 21A.5)

A workplace delegate can act as the representative for eligible employees (members or those eligible to be members of the relevant union as defined at clause 2) who wish to be represented by the workplace delegate. This means that a workplace delegate can attend and represent employees in disciplinary matters and with resolution of disputes. Representation allows a workplace delegate to speak on behalf of the employee as opposed to attending meetings in a passive support person role.

A workplace delegate can also represent employees during consultation about workplace change, such as during a redundancy process or changes to rosters and hours of work, and during enterprise bargaining if they are appointed as the bargaining representative.

#### Reasonable communication (cl 21A.6)

During working hours, on work breaks and before or after work, a workplace delegate can engage in reasonable communication with employees. Reasonable communication includes communication about union membership and representation in respect of representation, consultation, dispute resolution, disciplinary processes and enterprise bargaining.

#### Reasonable access to the workplace and workplace facilities (cl 21A.7)

For the purpose of carrying out their role as workplace delegate the employer must provide access to or use of the following workplace facilities:

- a room or area that is private and accessible
- a noticeboard (physical or electronic)
- access to Wi-Fi and email or other electronic means that are usually used at the workplace
- lockable filing cabinet or secure document storage area

- office facilities such as printers, scanners, photocopiers

**NOTE:** an employer is not required to provide workplace facilities if they do not have that facility, or it is impractical due to operational reasons, such as the facility is being used at the time the delegate wishes to hold a meeting.

**Reasonable access to training (cl 21A.8)**

**NOTE:** small business employers (less than 15 employees) are not required to provide paid access to training.

A workplace delegate is entitled to **5 days paid training, for initial training**, and **1 day each subsequent year**. The training must be related to the representation of the industrial interests of eligible employees.

The following conditions apply to access to paid training:

- Each year commencing on 1 July, **only 1 delegate per 50 eligible employees can undertake paid time for training**. The employees to be counted are full-time and part-time and **regular** casual employee.
- When training, the workplace delegate must be paid the wages they would have received if they had attended work that day.
- 5 weeks' notice must be given to the employer which sets out the date, subject matter, daily start and finish time of training and the training provider.
- If an employer requests, the workplace delegate must provide an outline of the training content
- The employer must advise whether or not the training is approved at least 2 weeks prior to commencement.
- Within 7 days of the end of the training the workplace delegate must provide the employer with evidence that they completed the training.

**RESOURCE** [Delegates' Rights Fact Sheet](#).

*Date of effect: 1 July 2024*

**21A.1** Clause 21A provides for the exercise of the rights of workplace delegates set out in section 350C of the [Act](#).

**NOTE:** Under section 350C(4) of the [Act](#), the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 21A.

**21A.2** In clause 21A:

- (c) **employer** means the employer of the workplace delegate;
- (d) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (e) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

**21A.3** Before exercising entitlements under clause 21A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If

requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

**21A.4** An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

**21A.5 Right of representation**

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

- (f) consultation about major workplace change;
- (g) consultation about changes to rosters or hours of work;
- (h) resolution of disputes;
- (i) disciplinary processes;
- (j) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the delegate's organisation with enterprise bargaining; and
- (k) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

**21A.6 Entitlement to reasonable communication**

- (l) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 21A.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (m) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

**21A.7 Entitlement to reasonable access to the workplace and workplace facilities**

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
  - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
  - (ii) a physical or electronic noticeboard;
  - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
  - (iv) a lockable filing cabinet or other secure document storage area; and

- (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 21A.7(a) if:
  - (i) the workplace does not have the facility;
  - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

#### **21A.8 Entitlement to reasonable access to training**

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

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
  - (i) full-time or part-time employees; or
  - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to

attend the training has been approved. Such approval must not be unreasonably withheld.

- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

#### **21A.9 Exercise of entitlements under clause 21A**

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

NOTE: Under section 350A of the [Act](#), the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the [Act](#) or clause 21A.

## 22. Consultation about major workplace change

### COMMENTARY: CLAUSES 22 AND 23 – CONSULTATION REGARDING MAJOR WORKPLACE CHANGE & CHANGES TO ROSTERS OR HOURS OF WORK

Where an employer has made a definite decision to introduce major changes in their workplace, the employees and their representatives (if any) must be notified. The employer must discuss the changes with the employees affected and their representatives and must provide, in writing, all relevant information about the changes.

Employers are required to provide information to employees about changes to rosters or working hours, invite employees to give their views on the impact of the change and give these views consideration. Please note that it does not apply where an employee has sporadic or unpredictable working hours.

**RESOURCE:** [Fair Work Ombudsman Consultation and Cooperation in the workplace – Best Practice Guide](#)

*Date of effect: July 2014*

- 22.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
  - (b) discuss with affected employees and their representatives (if any):
    - (i) the introduction of the changes; and
    - (ii) their likely effect on employees; and
    - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
  - (c) commence discussions as soon as practicable after a definite decision has been made.
- 22.2** For the purposes of the discussion under clause 22.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
  - (b) their expected effect on employees; and
  - (c) any other matters likely to affect employees.
- 22.3** Clause 22.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer’s interests.
- 22.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 22.1(b).
- 22.5** In clause 22, **significant effects**, on employees, includes any of the following:



- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

**22.6** Where this award makes provision for alteration of any of the matters defined at clause 22.5, such alteration is taken not to have significant effect.

### **23. Consultation about changes to rosters or hours of work**

**23.1** Clause 23 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

**23.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).

**23.3** For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 23.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

**23.4** The employer must consider any views given under clause 23.3(b).

**23.5** Clause 23 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

## 24. Dispute resolution

[Varied by [PR763286](#)]

### COMMENTARY: CLAUSE 24 – DISPUTE RESOLUTION

This clause only applies to disputes about matters under the *Live Performance Award 2020* or the *NES*.

Where a dispute is being resolved, work should continue as usual so long as it does not breach occupational health and safety provisions. The parties must try to resolve the matter with discussions between the employee/s and their supervisor.

An employer and employee may have a representative in these discussions. If the matter cannot be resolved, discussions should be held between the employee/s and more senior levels of management.

If the dispute is still unresolved, a party may refer it to the Fair Work Commission (FWC). The parties may agree to the process to be used by FWC such as mediation, conciliation, or consent arbitration.

**RESOURCE:** [Fair Work Ombudsman – Effective Dispute Resolution – Best Practice Guide](#)

*Date of effect: 1 July 2010*

*Updated: 4 December 2013*

- 24.1 Clause 24 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 24.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 24.3 If the dispute is not resolved through discussion as mentioned in clause 24.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 24.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 24.2 and 24.3, a party to the dispute may refer it to the Fair Work Commission.
- 24.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 24.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 24.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 24.
- 24.8 While procedures are being followed under clause 24 in relation to a dispute:
  - (a) work must continue in accordance with this award and the [Act](#); and

- (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

**24.9** Clause 24.8 is subject to any applicable work health and safety legislation.

[Note 1 inserted by [PR763286](#) ppc 01Aug23]

NOTE 1: In addition to clause 24, a dispute resolution procedure for disputes regarding the [NES](#) entitlement to request flexible working arrangements is contained in section 65B of the [Act](#).

[Note 2 inserted by [PR763286](#) ppc 01Aug23]

NOTE 2: In addition to clause 24, a dispute resolution procedure for disputes regarding the [NES](#) entitlement to request an extension to unpaid parental leave is contained in section 76B of the [Act](#).

## **PART 4 – TERMINATION OF EMPLOYMENT AND REDUNDANCY**

## Part 4—Termination of Employment and Redundancy

### 25. Termination of employment

[Varied by [PR727672](#), [PR738571](#)]

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

#### COMMENTARY: CLAUSE 25 – TERMINATION OF EMPLOYMENT

**Please Note: clause 25.3 (below) sets out special notice requirements for performers and company dancers**

##### 1. NOTICE BY AN EMPLOYER

An employer who terminates an employee’s employment must give the employee notice of termination. The amount of notice will be based on the employee’s continuous service as follows:

- |   |                 |
|---|-----------------|
| • Not more than one year                  | 1 weeks’ notice |
| • More than 1 year but less than 3 years  | 2 weeks’ notice |
| • More than 3 years but less than 5 years | 3 weeks’ notice |
| • More than 5 years                       | 4 weeks’ notice |

Employees over 45 years old who have completed at least 3 years of continuous service with the employer are entitled to an additional weeks’ notice.

Notice of termination must be written, must specify the date of termination and must state the reason for the employee’s termination. An employer can make payment in lieu of notice, which should be based on the full rate of pay for hours the employee would have worked, including penalty rates, bonuses etc. during the period of notice. Notice is not required if the employee is being terminated for serious misconduct.

##### 2. NOTICE BY AN EMPLOYEE

An employee is required to give the employer the same amount of notice based on the employee’s continuous service with the employer as provided above. However, there is no requirement for the employee to give additional notice based on the employee’s age.

*Updated: 22 February 2022*

#### 25.1 Notice of termination by an employee

- (a) Clause 25.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2

according to the period of continuous service of the employee specified in column 1.

**Table 1—Period of notice**

<b>Column 1</b>	<b>Column 2</b>
<b>Employee’s period of continuous service with the employer at the end of the day the notice is given</b>	<b>Period of notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In clause 25.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 25.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 25.1(b), then no deduction can be made under clause 25.1(d).
- (f) Any deduction made under clause 25.1(d) must not be unreasonable in the circumstances.

**25.2 Job search entitlement**

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 25.2 is to be taken at times that are convenient to the employee after consultation with the employer.

## 25.3 Special notice required for performers and company dancers

### COMMENTARY: CLAUSE 25.3 – SPECIAL NOTICE REQUIRED FOR PERFORMERS AND COMPANY DANCERS

#### 1. TERMINATION OF RUN OF PLAY CONTRACTS – CLAUSE 25.3 (b)

The term ‘run of the play or plays’ is defined in the definitions at clause 2 of the Award as “the period for which an employee’s services have been distinctly contracted for in writing, in any Australian location/s, for rehearsal of and performances in a particular production/s and starts on the first day of the employee’s rehearsal for the production/s and finishes on the last day or night of the presentation of the production/s in the Australian location/s for which the employee’s services were contracted in writing. It includes a return season/s in a place in which a season has already taken place if the employee’s engagement is still continuing at the time of the starting date of the return season.”

Run of play is the period during which the production takes place. A run of play contract does not set specific dates of commencement and termination of the employment. The employment ceases when the production ends.

- where the run of play is **5 weeks or less, 2 weeks’ notice** of termination of employment is required before the conclusion of the tour, season or run.
- where the run of play is **more than 5 weeks, 3 weeks’ notice** is required before the conclusion of the tour, season or run.

#### 2. TERMINATION AFTER 14 MONTHS CONSECUTIVE SERVICE – CLAUSE 25.3(c)

14 consecutive months after the employee’s opening performance, the contract of employment **may be terminated by either party by giving 4 weeks’ notice**. The employee’s opening performance is the employee’s first public performance, which may be the first preview for an original cast member.

#### 3. FAILURE TO PRODUCE OR PRESENT PRODUCTION – CLAUSE 25.3(d)

If a performer **has been contracted but does not commence any work** due to the employer failing to produce or present the production;

- the performer must be paid **4 weeks wages**; or
- If the **contract is for less than four weeks**, they must be paid **wages for the number of weeks that they were engaged**.

**Clause 23(d)(iiv)** – During the COVID-19 pandemic, clause 23(d)(iiv) was introduced into the Award and allowed employers to temporarily reduced the “failure to produce” payment to **2 weeks payment for productions cancelled for Covid-19 related reasons**. From 12 September 2022, this clause ceased to apply. **Now all payments for failure to produce must made in accordance with clause 25.3(d)(i) and (ii).**

#### 4. EMPLOYEE NO LONGER REQUIRED FOR PART (MISCASTING) – CLAUSE 25.3 (e)

**During the rehearsal period or in the first two weeks of the employee playing the part in performances**, the employer can make a decision to and replace the employee on the grounds of **miscasting**.

Miscasting generally relates to the performer not meeting the minimum artistic standard required to play the part. In effect, it is similar to a probationary period. If it is not possible to employ the performer in another role in the production, their employment can be terminated by giving **3 weeks' notice in writing**.

The employee can be paid 3 weeks in lieu of notice and does not have to attend work for those 3 weeks.

*Date of effect: 1 January 2010*

- (a) Except in the case of an employee engaged for a run or a casual, a minimum of 2 weeks' notice of termination is required.
- (b) In the case of an employee engaged for the run of the play or plays, the employer must give the employee not less than 3 weeks' notice in writing of the conclusion of the tour, season or run except in a case where the tour, season or run has occupied 5 weeks or less at the time of the giving of the notice when the period of the notice will be not less than 2 weeks.
- (c) If the employee has been employed by the employer for a consecutive period of 14 months from the date of the employee's opening performance, the engagement may be terminated by either party giving 4 weeks' notice of such termination in writing to the other party. Such notice must not be given so as to take effect while the company in which the employee is performing is in New Zealand, Tasmania, Perth or Newcastle or is in direct transit between any such places.
- (d) **Failure to produce or present production**

If the employer fails to produce or present the production for which the employee is definitely engaged, the following provisions will apply:

- (i) If the contracted period of engagement is 4 weeks or more, the employer will pay to the employee 4 weeks' wages at the employee's prescribed rate of pay, in satisfaction of all claims.
- (ii) If the contracted period of engagement is less than 4 weeks, the employer will pay to the employee a sum of money equivalent to the wages for that period of engagement, in satisfaction of all claims.

[25.3(d)(iii) inserted by [PR727672](#) ppc 12Mar21]

- (iii) The provisions of 25.3(d)(i) and (ii) above will not apply to an employee who has been definitely engaged for a production which cannot be produced or presented due to a Covid-19 related closure of the venue in which the performance was to take place, or as a direct result of a government directive or health authorities restricting the number of people gathering in a place of live entertainment. In these circumstances



an employee will be entitled to 2 weeks payment at the applicable minimum weekly rate for such classification.

[25.3(d)(iv) inserted by [PR727672](#); substituted by [PR738571](#) ppc 12Mar22]

(iv) Clause 25.3(d)(iii) operates from 12 March 2022 until 12 September 2022.

(e) **Employee no longer required for specific part**

Should the employer deem it necessary or desirable that the employee should not play the part for which they were engaged, the employer may during the rehearsal period or within 2 weeks from the date on which the employee has first played the said part and notwithstanding anything hereinafter contained, either give the employee notice in writing terminating their engagement and replace the employee in that part within 3 weeks from the date on which the said notice is given, or where possible, employ them in an alternative role.

## 26. Redundancy

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119 to 123 of the [Act](#).

### COMMENTARY: CLAUSE 26 – REDUNDANCY

#### 1. GENUINE REDUNDANCY

A redundancy is where the employer does not want the job to be done by the employee anymore and does not want the job to be done by anyone else because of the operational requirements of the workplace. This may be due to a downturn in business, the implementation of machinery to perform the employee’s job, or the position is over-resourced and too many people are performing the same function.

Under the *Fair Work Act 2009*, a “genuine redundancy” makes an employee ineligible for a claim of unfair dismissal. A “genuine redundancy” is where:

- the employer no longer requires the employee’s job to be performed by anyone because of the operational requirements of the employer’s business; and
- the employer has complied with the consultation requirements about major workplace change under clause 22 of this Award; or
- the employer becomes insolvent or bankrupt.

#### 2. NON-GENUINE REDUNDANCY

A redundancy is not genuine if it would have been reasonable in all the circumstances for the person to be redeployed within the employer’s enterprise or the enterprise of an associated entity of the employer. This requires consideration of the employee’s skills and the available positions with the employer’s enterprise or an associated enterprise. Certain situations are not terminations or redundancies, such as the expiry of a specified period or task or the demotion of an employee.

Employees including high income earners are entitled to redundancy pay except for casuals, seasonal, trainees, specific task/period employees or employees of a small business (less than 15 employees). To be eligible, the employee must have at least 12 months' service, which excludes periods of unpaid leave.

### 3. REDUNDANCY PAY

Where an employee is made redundant, the employee is entitled to:

- notice of termination (or payment in lieu of notice); and
- an amount of redundancy pay based on the employee's period of continuous service with the employer, paid at the employee's base rate of pay.

Period of continuous service	Redundancy Pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

*Date of effect 1 January 2010*

#### 26.1 Transfer to lower paid duties on redundancy

- (a) Clause 26.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
  - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
  - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 26.1(c).
- (c) If the employer acts as mentioned in clause 26.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) for the hours of work the employee would have

worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

**26.2 Employee leaving during redundancy notice period**

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 26 or under sections 119 to 123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

**26.3 Job search entitlement**

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 26.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 26.3(b).
- (d) An employee who fails to produce proof when required under clause 26.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 25.2.



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## PART 5 – PERFORMERS AND COMPANY DANCERS

## Part 5—Performers and Company Dancers

### COMMENTARY: CLAUSE 27, 28 & 28A – TYPES OF EMPLOYMENT AND WEEKLY EMPLOYEES UNDER MULTIPLE/FIXED TERM CONTRACTS

#### 1. CONTRACTS FOR THE RUN OF THE PLAY(S) – clause 28.3(b)

Performers, company dancers and musicians can be engaged on run of the play(s) contracts without limitation despite laws regarding fixed term contract limitations. This is because the Award specifies they may be employed as such at clause 28.3(b) for performers and company dancers (and at clause 36.1a) for musicians). This was clarified in a [Recommendation](#) by the Fair Work Commission on 13 June 2024.

#### 2. PERFORMERS – clause 28A.1

Weekly performers may be engaged under clause 28A.1 on one fixed term contract or a series of fixed term contracts (other than for run of play) for:

- the purpose of a single production (even if longer than 2 years); or
- a series of fixed term contracts, if the period of service under the series of fixed term contracts (for different productions) is no more than 2 years.

#### 3. COMPANY DANCERS – clause 28A.2 and 28A.3

A Company Dancer Level 1 (Level 7) can be engaged for a contract, or series of contracts of no more than 3 years (rather than limited to 2 years) (see clause 28A.2).

Company dancers who were employees at 30 June 2024 can be engaged on a single fixed term contract up until 31 December 2024 if they were employed for more than 2 years at the time the fixed term contract is entered into (see clause 28A.3).

#### 4. FAIR WORK REGULATION ON FIXED TERM CONTRACTS

Further to what the Award allows by way of fixed term contracts as specified above, the [Fair Work Regulations 2009](#) (as amended by the [Fair Work Amendment \(Fixed Term Contracts\) Regulations 2024](#)) permits fixed term employment contracts:

- made between 6 December 2023 and **before 1 November 2025** (extended from 30 June 2024);
- covered by the *Live Performance Award 2020* (even if an enterprise agreement such as the Performer’s Collective Agreement applies); and
- the fixed term of the contract term is not greater than 12 months.

This means that until 1 November 2025 for Award covered employees/employers there are no limitations on how many fixed term contracts can be entered into where the contract term is not greater than 12 months.

*Updated: 16 July 2010*

## 27. Types of employment

[Varied by [PR777032](#) ppc 16Jul24]

- 27.1 An employee may be engaged:
- (a) on a weekly basis under clauses 27.1(a)—**Error! Not a valid bookmark self-reference.** and 28A—Weekly employees under fixed term contracts—additional provisions;
  - (b) on a weekly part-time basis under clause **Error! Reference source not found.**—**Error! Reference source not found.**; or
  - (c) as a casual under clause 30—Casual employees.

## 28. Weekly employees

[Varied by [PR777032](#)]

28.1 A weekly performer or company dancer is an employee who is engaged to work up to a maximum of 38 ordinary hours per week.

28.2 A weekly performer or company dancer must be provided with a written statement setting out their classification, applicable pay scale and terms of engagement.

[28.3 varied by [PR777032](#) ppc 16Jul24]

- 28.3 A weekly performer or company dancer may be engaged:
- (a) On an ongoing weekly basis;
  - (b) Weekly for the run of play or plays; or
  - (c) Weekly under fixed term contract(s) in accordance with clause 28A.

NOTE: Section 333E of the Act prohibits the engagement of employees under fixed term contracts in the circumstances described in subsections (2) to (4).

Clause 28.3(c) permits the use of fixed term contracts in these circumstances subject to clause 28A. Nothing in clauses 28.3(c) and 28A prohibits or restricts the use of fixed term contracts where any of the exceptions in sections 333F(1)(a)-(g) and (i) of the Act applies and the engagement is otherwise permitted by the Act and this award.

28.4 A performer or company dancer may only be engaged for a run of the play or plays if such engagement is confirmed in writing.

28.5 For the avoidance of doubt, weekly employees are treated as full time employees for the purpose of the [NES](#), and accrue all relevant leave entitlements such as personal/carer's leave and annual leave.

## **28A. Weekly employees under fixed term contracts—additional provisions**

[28A inserted by [PR777032](#) ppc 16Jul24]

- 28A.1** A weekly performer may be engaged on a series of fixed term contracts, other than for the run of play or plays, if:
- (a) the engagement of the performer under the series of fixed term contracts is for the purpose of a single production; or
  - (b) the total period of service under the series of fixed term contracts does not exceed two years.

- 28A.2** A weekly company dancer may be engaged under a fixed term contract, or a series of consecutive fixed term contracts, if:
- (a) the company dancer is classified on engagement as a Company Dancer Level 1 (Level 7); and
  - (b) the total period of operation of the contract or series of contracts does not exceed 3 years.

NOTE: A company dancer may progress to a higher classification in accordance with Schedule A – Classification Definitions during their engagement.

- 28A.3** Despite clause 28A.2, a weekly company dancer may be engaged by an employer under a single fixed term contract if:
- (a) the company dancer was an employee of the employer as at 30 June 2024;
  - (b) the fixed term contract is entered into on or after 1 July 2024 but before 31 December 2024;
  - (c) the period for which the company dancer has been employed by the employer at the time the fixed term contract is entered into is greater than 2 years; and
  - (d) the term of the fixed term contract does not exceed 12 months.

## **29. Weekly part-time employees**

- 29.1** At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work, and the actual starting and finishing times each day. A copy of the agreement must be provided to the employee.
- 29.2** A part-time employee working ordinary time will be paid the minimum hourly rate per hour according to the relevant classification in clause 10—Classifications and 11—Minimum rates.
- 29.3** A part-time employee who by agreement works more than their agreed usual number of ordinary hours in any week will be paid at their ordinary rate of pay, subject always to any payment prescribed in clause 35—Overtime and penalty rates.

- 29.4** A part-time employee who performs work in excess of the ordinary hours for a full-time employee as prescribed in clause 33—Ordinary hours of work and rostering will be paid at overtime rates in accordance with the provisions in clause 35—Overtime and penalty rates.
- 29.5** In addition to other award entitlements, a part-time employee will receive pro rata annual leave, personal/carer's leave and public holiday entitlements.

### **30. Casual employees**

[Varied by [PR723975](#), [PR733852](#)]

[30.1 substituted by [PR733852](#) from 27Sep21]

- 30.1** An employer must inform an employee that they are employed as a casual employee, stating by whom they are employed, their classification level and rate of pay.
- 30.2** A employee will be paid the minimum hourly rate per hour according to the relevant classification in clauses 11.1 and 11.2, plus an additional **25%**. This casual loading is paid instead of entitlements such as annual and personal/carer's leave.

[New 30.3 inserted by [PR723975](#) ppc 20Nov20]

- 30.3** When a casual employee works overtime, they must be paid the overtime rates in clause 35.2.

[30.3 renumbered as 30.4 by [PR723975](#) ppc 20Nov20]

- 30.4** A casual employee must be paid at the termination of each engagement but may agree to be paid weekly or fortnightly.

[30.4 renumbered as 30.5 by [PR723975](#) ppc 20Nov20]

- 30.5** On each occasion a casual employee is required to attend for work they are entitled to a minimum payment of 3 hours at the appropriate rate.

### **31. Minimum rates**

[Varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR763783](#), [PR773968](#)]

- 31.1** The minimum rates for performers and company dancers are set out in clause 11—Minimum rates.
- 31.2** Classification descriptors are set out in Schedule A—Classification Definitions.
- 31.3 Performers in school tours**  
Performers engaged in school tours are to be paid the minimum rates set out as follows:
- (a) Rehearsals—the performer rate in clause 11.1.
  - (b) Performances—the performer rate as set out in clause 11.1 plus **10%**.



### 31.4 Weekly part-time employees (supernumeraries)

[31.4(a) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR763783](#), [PR773968](#) ppc 01Jul24]

- (a) Supernumeraries engaged by the week will be paid an hourly rate of **\$33.83** or a weekly part-time rate of **\$811.90** for up to 24 hours work.
- (b) Supernumeraries on tour will be paid the Performer Category 1 Grade 1 rate of pay in clause 11.1 and the applicable travel allowances set out in clause 14.3.

### 31.5 Child Performers

#### (a) 14 years of age and under

- (i) Not on tour—**45%** of the total minimum weekly rate as set out in clause 11.1 for a Performer Category 1, Grade 1 or Grade 2.
- (ii) On tour—applicable adult rate in clause 11.1.

#### (b) Over 14 years of age and under 16 years of age

- (i) Not on tour—**55%** of the total minimum weekly rate in clause 11.1 for a Performer Category 1, Grade 1 or Grade 2.
- (ii) On tour—applicable adult rate in clause 11.1.

### 31.6 Casuals

#### COMMENTARY: CLAUSE 30 & 31.6 – CASUAL EMPLOYEES & MINIMUM RATES

##### 5. CASUAL HOURLY RATE (not applicable to performance/rehearsal work)

The casual hourly rate is only payable for work such as travel, dressing up and dressing down.

- Casual employees receive a casual loading of 25% for ordinary hours.
- Casual employees must be paid for at least 3 hours of work.

##### 6. CASUAL PERFORMANCE RATE

Casual employees are paid by the call when they give performances, workshops, or work in other creative developments. The call rate for casuals is calculated by taking 16.7% of the appropriate minimum weekly rate and adding a 25% loading.

**EXAMPLE: A casual Performer Category 1, Grade 2 will be paid as follows for a 3 hour performance:**

- 16.7% of the minimum weekly rate of a Performer Category 1, Grade 2 with a 25% casual loading PLUS 45 minutes for dressing up/dressing down (paid at the casual hourly rate);  
= (16.7% of \$1140.70) plus 25% + 0.75 multiplied by \$37.53  
=\$238.13 + \$28.15  
=\$266.28

## 7. CASUAL REHEARSAL RATE

Casual employees at 1 July 2024 receive \$49.55 per hour for rehearsals, and \$24.78 for each subsequent half hour or part thereof.

*Date of Effect: 1 July 2010*

### (a) Whole time performance

- (i) Casual employees who are 16 years or older will for each whole time performance be paid **16.7%** of the appropriate weekly adult rate in clause 11.1, plus a **25%** casual loading.
- (ii) The maximum length of each performance will be 3 hours (2.5 hours for Company Dancers), exclusive of making up or taking off.

### (b) Short performances

- (i) For performances of less than one hour, a casual employee will not be paid per performance but will be paid **16.7%** of the appropriate per week adult rate plus **25%** for a 3 hour call exclusive of any making up or taking off.
- (ii) A casual employee may be required to undertake a number of performances during the 3 hour call, provided that adequate rest breaks are provided between performances.

### (c) Rehearsals

[31.6(c)(i) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

- (i) An employee who is 16 years or older and is required to rehearse will be paid **\$49.55** per hour for one hour (minimum) and **\$24.78** for each subsequent half hour or part thereof.

[31.6(c)(ii) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

- (ii) Provided however that if the employee desires to leave the rehearsal before the completion of one hour's rehearsal, payment will be at the rate of **\$24.78** per half hour or part thereof for the time actually worked.

### (d) Casual employees on tour

Casual employees on tour will be paid the applicable travel allowances in clause 14.3.

**(e) Casual supernumeraries**

[31.6(e) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

Casual supernumeraries will be paid **\$35.10** per hour with a minimum call of 3 hours for performances and 2 hours for rehearsals.

**COMMENTARY: CLAUSE 31.6(e) – CASUAL SUPERNUMERARIES**

There is a special rate for casual supernumeraries of **\$35.10 per hour**. For performances casual supernumeraries must be engaged for a minimum of 3 hours. For rehearsals, the minimum engagement is 2 hours.

*Date of effect: 1 January 2010*

*Updated 1 July 2024*

**(f) Cancellation of engagement**

- (i)** If an engagement that has been made is cancelled by the employer less than 10 days before the date of the performance for which the employee was engaged, the employee will receive payment in full.
- (ii)** If an open air performance is postponed because of rain the employee will receive half the fee if re-engaged for a subsequent presentation not later than 3 weeks after the date of the postponement, otherwise the employee will receive full payment.

**COMMENTARY: CLAUSE 31.6(f) – CANCELLATION OF ENGAGEMENT**

**Clause 31.6 (f) – Cancellation of Engagement**

A casual Performer or Company Dancer must be given at **least 10 days' notice** of the cancellation of a performance, otherwise the employee will receive payment in full.

*Date of effect: 1 January 2010*

**31.7 Auditions**

Auditions shall not be made in public and shall not be paid for unless the number requested by the Employer exceeds 3 in any period of 28 days. The 4<sup>th</sup> and any subsequent audition in any 28-day period will be paid at the casual hourly rehearsal rate as prescribed in clause 31.6(c) of this award.

## 31.8 Special provisions for company dancers

### COMMENTARY: CLAUSE 31.8 – SPECIAL PROVISIONS FOR COMPANY DANCERS

#### Clause 31.8 – Special Provisions for Company Dancers

The classification descriptors in Schedule B of the Award provide the employer with the discretion to promote, or not promote, Company Dancers based on professional experience and artistic competence.

*Date of effect: 1 January 2010*

#### (a) Training level

- (i) Engagement of dancers at a training level will be subject to agreement between the employer concerned and the prospective employee. The agreement will include all aspects of the traineeship including the applicable rate of pay. In reaching agreement on specific traineeships the standard principles applying to traineeships will apply.

[31.8(a)(ii) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

- (ii) An employee engaged at the training level will be paid between **\$872.50** and **\$1016.90** per week.
- (iii) Despite clause 31.8(a)(ii) a company dancer who is less than 16 years old and engaged as a full-time member of the company will be paid no less than the relevant adult minimum rate.

#### (b) Auditions

An employee required to participate on an audition panel must be paid for their participation at the appropriate call rate.

## 32. Allowances

[Varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#)]

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

- 32.1** Employers must pay to an employee the allowances the employee is entitled to under clause 32.

NOTE: See Schedule B—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

## 32.2 Wage-related allowances

### (a) Nude allowance

[32.2(a) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

An employee who agrees to appear nude or semi-nude will be paid no less than an additional **\$28.39** per week.

#### COMMENTARY: CLAUSE 32.2(a) – NUDE ALLOWANCE

‘Nude’ for the purposes of paying the allowance is not defined in the Award. However, The *Performers’ Collective Agreement* refers to a performer appearing nude or semi-nude on stage. Semi-nude is defined as, ‘nude except for the wearing of g-strings, pastiches, etc. or is required to appear clothed in such a manner as to expose areas of the body which have sexual connotations.’

Performers and Company Dancers are paid a nude allowance when they are required to appear nude or semi-nude as defined above.

*Date of effect: 1 January 2010*

*Updated: 1 July 2024*

### (b) Assistant Stage Manager

[32.2(b) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

An employee who is required to act as an Assistant Stage Manager as part of their duties will be paid an additional **\$55.74** per week.

#### COMMENTARY: CLAUSE 32.2(b) – ASSISTANT STAGE MANAGER

An Assistant Stage Manager is directed by the full-time stage manager to perform duties pertaining to stage management. They will not be responsible for musical and/or lighting management.

*Date of effect: 1 January 2010*

*Updated: 1 July 2024*

**(c) Driver**

[32.2(c) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

An employee who is required to perform work as driver or a person in charge whilst on tour will be paid no less than an additional **\$72.26** per week.

**COMMENTARY: CLAUSE 32.2(d) – SPECIAL ATTENDANCES BEFORE COMMENCEMENT OF EMPLOYMENT- OTHER THAN TELEVISION OR RADIO**

Prospective employees may be required to attend wardrobe fittings, photography etc. prior to starting employment. For such engagements, a prospective employee is paid at the casual rehearsal rate including travelling time for a minimum of 3 hours. The attendance must occur within the ordinary hours of work (see clause 33). Travel costs (if required) are also paid.

*Date of effect: 1 January 2010*

*Updated: 1 July 2024*

**(d) Special attendance before commencement of employment—other than television or radio**

- (i)** A prospective employee may be required to attend at the employer's place of business, a still photographic studio or another location agreed between the employer and the prospective employee for the purposes of wardrobe, fitting, publicity, public relations, still photography or any matter connected with the employer's business (except radio or television appearances and/or interviews).
- (ii)** The employer will pay the prospective employee for the time of the attendance at the casual rehearsal rate prescribed in clause 31.6(c), with a minimum payment for 3 hours.
- (iii)** In addition, the employer will pay the prospective employee for the cost of travel to any venue or location.
- (iv)** The attendance will be within the ordinary hours of work prescribed in clause 33—Ordinary hours of work and rostering.

**(e) Special attendance during period of employment—other than television or radio**

- (i)** Where an employer directs an employee to attend at the employer's place of business, a still photographic studio or another location agreed between the employer and the prospective employee for the purposes of wardrobe, fitting, publicity, public relations, still photography or any other matter connected with the employer's business (except radio or television appearances and/or interviews) the time of the attendance will

be counted as time worked with a minimum payment for 2 hours for each attendance.

- (ii) Where a special attendance is required before, during or after a rehearsal or performance call, the time of the special attendance will be counted as time worked.

**COMMENTARY: CLAUSE 32.2(e) – SPECIAL ATTENDANCES DURING PERIOD OF EMPLOYMENT – OTHER THAN TELEVISION OR RADIO**

Employees required to attend publicity calls, wardrobe fittings etc. during employment will attend such calls with the time being counted as time worked with a minimum of 2 hours to be credited to the employee. However, if such attendances are during or immediately before or following a rehearsal or performance call, such time will be counted as continuous time worked and no additional minimum call shall be credited to the employee.

*Date of effect: 1 January 2010*

*Updated: 1 July 2024*

**(f) Making of an advertisement—television or radio**

[32.2(f) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

Where an employee performs in a segment of a production that is filmed or otherwise recorded for publicity purposes and that is made into an advertisement for the purpose of being transmitted by television or radio as paid advertisement for the production, that employee will be paid **\$50.58** per hour with a minimum payment as for 4 hours.

**COMMENTARY: CLAUSE 32.2(f) – MAKING AN ADVERTISEMENT – TELEVISION OR RADIO**

If an employer films or records a segment of a production for publicity purposes and makes it into a paid advertisement for television or radio, they must pay the employee **\$50.58 per hour**, with a minimum payment for 4 hours. The employer is not required to obtain the employee's consent if the recording is only used for the purpose of the advertisement.

*Date of effect: 1 January 2010*

*Updated: 1 July 2024*

**(g) Recording of a live production**

Except as provided for in clause 32.2(f), recording of a live production will be subject to the following:

- (i) the terms and conditions for a recording of a live production will be agreed between the employer and the employee in writing before recording begins; and
- (ii) the employer will give the employees reasonable written notice of the intention to record a live production before the recording is proposed to take place.

**COMMENTARY: CLAUSE 32.2(g) – RECORDING OF A LIVE PRODUCTION**

If a production is to be recorded for commercial use, agreement is to be reached with employees on any payments to be made, and such agreement is to be recorded in writing. Where employees are union members, the union may be notified. This may mean the union will negotiate fees on behalf of their members.

*Date of effect: 1 January 2010*

*Updated: 1 July 2024*

**(h) Allowances applicable to Performers**

**(i) Understudy weekly allowance**

[32.2(h)(i) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

**COMMENTARY: CLAUSE 32.2(h)(i) – UNDERSTUDY WEEKLY ALLOWANCE**

An understudy is a performer who learns another performer's role in a live stage production in order to act at short notice in their absence.

If an employer requires a performer to act as understudy for a specific part or parts, they must be paid the applicable weekly allowance. If an employee is understudy for two different parts, they will receive the allowance for each of the parts.

- **Star Role:** a role where the salary exceeds the upper salary limit, defined in clause 2
- **Leading Role:** is a role where the salary of the employee concerned exceeds double the Performer Category 1 Grade 1 rate prescribed in Level 7 of clause 11 – Minimum rates but is less than the upper salary limit figure as defined in clause 2.
- **Supporting Role:** is a role where the employee is required to speak more than 40 words or sing solo more than 40 bars of music in the aggregate, or dance solo more than 40 bars of music in the aggregate. A supporting role includes a situation where an employee performs such a role as part of a duo, trio or quartet.
- **Minor Supporting Role:** is a role of lesser requirements than those that apply for a supporting role.



## Live Performance Award 2020

For example, if an employee is the understudy for 'Star role', which is defined at clause 2, the employee will receive an additional \$69.99 per week.

*Date of effect: 1 January 2010*

*Updated: 1 July 2024*

If an employee is required by the employer to act as understudy, the employee will be paid an additional amount for each part as follows:

<b>Part understudied</b>	<b>\$ per week</b>
Star role	69.99
Leading role	49.96
Supporting role	30.04
Minor supporting role	23.95

### **(ii) Understudy per performance allowance**

[32.2(h)(ii) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

#### **COMMENTARY: CLAUSE 32.2(h)(ii) – UNDERSTUDY PER PERFORMANCE ALLOWANCE**

If an employer requires an understudy to perform in the part that they are understudy for, they must pay the employee the applicable rate per performance, in addition to the weekly understudy allowance under clause 32.2 (h)(i).

For example, an understudy required to perform as a 'Star role', which is defined at clause 2 of the Award, the employee will receive the understudy weekly allowance of **\$69.99 per week**, plus **\$150.10 per performance**.

*Date of effect: 1 January 2010*

*Updated: 1 July 2024*

If an employee is required to perform in a part in which they are acting as understudy, the employee will be paid an additional amount per performance as follows:

Part performed	\$ per performance
Star role	150.10
Leading role	99.93
Supporting role	60.08
Minor supporting role	47.90

(iii) Agreement may be reached between a swing performer and the employer that the employee can appear costumed on stage once during the performance for one musical number that will not exceed 10 minutes duration.

**(iv) Dance Captain allowance**

[32.2(h)(iv) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

A member of the ensemble of performers who acts as dance captain or who under the direction of the employer or the employer’s representative supervises the work of the ensemble of performers will be paid a minimum of **\$53.47** extra per week in addition to their weekly rate.

**COMMENTARY: CLAUSE 32.2(h)(iv) – DANCE CAPTAIN ALLOWANCE**

A dance captain under the direction of the employer or the employer’s representative supervises the work of the ensemble of performers.

*Date of effect: 1 January 2010*

**(i) Deputy Ballet Master/Mistress (for Company Dancers)**

[32.2(i)(i) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

(i) A member of the company of dancers who acts on a regular basis as Deputy Ballet Master/Mistress and who, under the direction of the Artistic Director, supervises classes and performs other related additional duties, will be paid a minimum of **\$125.84** extra per week in addition to their weekly rate.

[32.2(i)(ii) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

(ii) A member of the company of dancers who, on the direction of the Artistic Director supervises classes on an irregular basis will be paid a

minimum of **\$62.87** extra per class in addition to their weekly rate.

### **32.3 Expense-related allowances**

#### **(a) Wardrobe and make-up**

- (i)** The employer will reimburse employees for the cost of:
  - special body make-up other than facial make-up if required by the employer;
  - make-up for supernumeraries; and
  - shoes of suitable physical requirement as required by a performance.
- (ii)** Where the employer provides special body make-up, make-up for supernumeraries or required shoes, the reimbursement in clause 32.3(a)(i) will not be payable.
- (iii)** An employee required by the employer to provide any suit, frock, costume, stockings, leotards and fleshings, wigs and wig appurtenances and haberdashery or other article, not in the employee's possession will be reimbursed their actual cost.
- (iv)** Where the articles prescribed in clause 32.3(a)(iii) are already in the employee's possession, the employer will pay the employee an allowance of **\$8.20** per week for each article supplied by that employee with a minimum payment of **\$10.50** per week. An additional **\$4.15** per week will be paid for each pair of shoes required by the employer for use in performance or rehearsal.

#### **(b) Special shoe allowance applicable to Company Dancers**

- (i)** The employer will reimburse employees the cost of:
  - pointe shoes as required;
  - at least 8 pairs of flat ballet shoes per year; and
  - appropriate footwear for use on non-dance surfaces where a work is specifically choreographed for such a surface.
- (ii)** Where the employer provides the shoes prescribed in clause 32.3(b)(i) the reimbursement will not be payable.

### 33. Ordinary hours of work and rostering

[Varied by [PR719051](#), [PR729524](#), [PR740930](#), [PR762356](#), [PR774138](#)]

#### COMMENTARY: CLAUSE 33 - ORDINARY HOURS OF WORK AND ROSTERING

The ordinary hours of work for Performers are:

- no more than **8 hours per day**;
- no more than **38 hours per week** (except during the week immediately prior to opening night or first public performance during which **48 hours can be worked**);
- worked between **9.00 am until 11.15pm**; and
- worked **across no more than 6 days in any one week**.

Any time worked outside of these hours or worked on the seventh day in a 7-day period attracts penalty payments. Work performed on a Sunday will always attract a penalty payment (see clause 35.5).

#### Clause 33.1(a)(i) – 48 hour week prior to opening night

In the week immediately prior to opening night, employees can work up to 48 hours, and the hours will be counted as ordinary hours.

Any hours worked in addition to 38 for that week will be displayed on the employee's pay slip as a negative balance. If the performer works less than 38 hours in subsequent weeks, these hours will be deducted from the negative balance. If the balance has not reached zero after the end of the production or 12 months from the first date of engagement, the employee will be paid 150% of the minimum hourly rate for the outstanding hours.

#### Clause 33.1(a)(iv) – Minimum time credited per performance

The minimum time credited for a whole-time performance is **3 hours and 15 minutes**.

This includes:

- up to 2.5 hours performance time;
- 30 minutes for dressing up; and
- 15 minutes dressing down.

If the performance runs for more than 2.5 hours, the extra time is to be counted as part of the performance, separate from the additional 45 minutes for dressing up and down.

The minimum time credited for a performance up to 1 hour is **1 hour and 45 minutes**.

This includes:

- up to one hour performance time;
- 30 minutes dressing up; and
- 15 minutes dressing down.

*Date of effect: 1 January 2010*

### 33.1 Performers

#### (a) General conditions

- (i) Subject to clause 35.1(c), the ordinary hours of work are 38 hours in any one week, except in the week immediately prior to opening night, or the first public performance, no more than 48 hours per week. The employer will advise the employee as soon as practicable after the commencement of rehearsals during which week the 48 hours will be worked.
- (ii) Ordinary hours will be worked between 9.00 am and 11.15 pm on no more than 6 days in any one week.
- (iii) Ordinary hours will not exceed 8 hours in any one day.
- (iv) The minimum time to be credited to an employee for each whole time performance or dress rehearsal given will be 2.5 hours, plus 30 minutes before the start of the performance for dressing and making up, and 15 minutes at the end of the performance for dressing down.
- (v) The minimum time to be credited to an employee for each performance up to one hour in duration or dress rehearsal will be one hour, plus 30 minutes before the start of the performance for dressing and making up, and 15 minutes at the end of the performance for dressing down.
- (vi) The minimum time to be credited to an employee for each rehearsal or any extra session such as wardrobe and photo calls will be 2 hours. However, where extra calls are held either immediately before or after a rehearsal or performance call they will only be counted as time worked.
- (vii) The employer will have the right to lay off an employee at the applicable award rate for no more than 3 weeks in a period of 26 weeks (pro rata for any period of less than 26 weeks), provided that:
  - lay-off time may be accumulated to a total of 3 weeks; and
  - a lay-off will only be applied on movement of a production from one theatre to another, except by mutual agreement between the employer and the employee.
- (viii) Payments made in a broken week or where a production is transferred from one location to another and where lay-off time is not applicable will be on the following basis:
  - rehearsal days at the beginning of the engagement will be paid at **16.7%** of the employee's salary;

- performances at the conclusion of the engagement will be paid at **12.5%** of the employee’s salary; and
- where a production is transferred from one location to another and where lay-off time is not applicable and where a mix of performing and non-performing days occur, the employee will receive their ordinary performance salary in full.

**(b) Rosters**

An employee will be given at least 24 hours’ notice of any change in their rehearsal and/or performance scheduled hours except during the 7 day period before the opening performance in which case 12 hours’ notice will be given.

**(c) Country tour**

Where an employee is engaged on a country tour, travel will occur as follows:

- (i)** on any day on which a performance or rehearsal is to be held—between 9.00 am and 4.00 pm; and
- (ii)** on any other day—between 9.00 am and 7.00 pm.

**COMMENTARY: CLAUSE 33.1(c) – COUNTRY TOUR**

When a Performer is on a country tour (ie. touring to regional venues), they can travel between 9.00 am and 7.00 pm. If they have a performance or rehearsal on the same day that they are required to travel, they can only travel between the hours of 9.00 am to 4.00 pm.

*Date of effect: 1 January 2010*

**(d) Travel time to be counted as time worked**

Where an employer requires an employee to travel during the course of a normal day’s work, the travelling time including regular stops for comfort and refreshment will be counted as time worked.

**COMMENTARY: CLAUSE 33.1(d) – TRAVEL TIME TO BE COUNTED AS TIME WORKED**

Time that is spent travelling is counted as time worked. This includes time that is taken for breaks during travel. The time that is counted as “work” commences when the employee leaves their residence/accommodation and finishes when they arrive at their destination accommodation/residence.

*Date of effect: 1 January 2010*

**(e) Organisation of work**

- (i)** An employee will be given a break of 11 clear hours between finishing one day's work and starting another.
  - (ii)** On a day on which no performance is worked, the hours worked will be continuous except for the breaks prescribed in clause 34—Breaks.
  - (iii)** Within the ordinary daily hours of work employees may be required to undertake:
    - vocal and physical warm up immediately prior to a performance or dress rehearsal sufficient to minimise injury; and
    - classes and/or notes reasonably required to be completed by the employer.
- (f)** A rehearsal may not be held on a day when more than one performance of a substantially whole time nature is given, except in the case of an emergency and with the agreement of the majority of the cast.

**(g) School tours**

**COMMENTARY: CLAUSE 33.1(g) – SCHOOL TOURS**

**Number of performances – School Tours (clause 33.1(g)(vii - viii))**

School tour performers can work up to:

- 10 performances per week of 1.5 hours each (or 2 hours taking into account discussion after a performance). A minimum of 3 hours and 15 minutes is still to be credited for each performance.
- 15 performances per week of less than one hour.

*Date of effect: 1 January 2010*

- (i)** The ordinary hours during which a school performance may be held will be within the usual school hours in that school and up to one hour after usual school hours, provided that an employee is not required to be at any central pick-up point more than one hour before the usual school starting time.
- (ii)** There will be an unpaid break for lunch of at least 40 minutes clear of any dressing, undressing, making up or taking-off make-up.
- (iii)** There will be a break of at least 15 minutes between the end of one performance and the start of another performance in the same school.

- (iv) An employee will not, on any one day, be required to make more than one move from one school to another.
- (v) By mutual agreement between the employee and the employer an employee will travel as directed by the employer.
- (vi) Where an employee requests to make their own way to the next working venue and the employer agrees, the employee will be paid the travelling allowance that would have been paid if they had travelled by the form of transport that the employer would have provided or that the employer did provide to the remainder of the company.
- (vii) The number of performances constituting a week's work will not exceed 10 when the performances are no longer than 1.5 hours duration each (or 2 hours inclusive of discussion after performance).
- (viii) The number of performances constituting a week's work will not exceed 15 when the performances are no longer than one hour duration each.
- (ix) A performer will be paid an extra **10%** of their minimum rate for each performance in excess of 10 or 15 (as the case may be).

### 33.2 Company Dancers

#### COMMENTARY: CLAUSE 33.2 – COMPANY DANCERS

The ordinary hours of work for Company Dancers are:

- no more than **7 hours and 36 minutes per day**; and
- no more than **38 hours per week** (except during the week before the start of a new production during which **44 hours can be worked**).

#### Clause 33.2 (a)(viii)

Employees have the discretion to decide in which order to use their preparation and warm-up time that is provided in clause 33.2.

#### Clause 33.2 (a)(ix)

Dancers are generally entitled to 12 hours break after finishing one day's work and starting another. This break can be reduced to 11 hours when dancers are travelling or working at schools.

*Date of effect: 1 January 2010*

#### (a) General conditions

- (i) The ordinary hours of duty will not exceed 38 hours in any one week.



- (ii) No more than 7 hours and 36 minutes on any one day will be worked.
  - (iii) The employer will use their best endeavours to schedule 5 classes a week that will be compulsory and counted as time worked.
  - (iv) Where the performance and rehearsal schedule of an individual employee is onerous or where some other special circumstance exists, the employer may make prior arrangements with an employee that the employee need not attend a scheduled class. Non-attendance under clause 33.2(a)(iv) is to be without loss of pay.
  - (v) Any non-attendance at a class (without reasonable explanation) other than in accordance with clause 33.2(a)(iv), or as elsewhere prescribed in this award, will be subject to loss of pay.
  - (vi) The minimum time to be credited to an employee for a whole time performance or dress rehearsal will be 3.75 hours (inclusive of warm-up, dressing and making up, and warm-down, undressing and removing make-up). An employee will be credited with 3.75 hours of working time for each performance in which the employee takes part.
  - (vii) Thirty minutes will be allowed for a warm-up/class before the employee will be required to perform or rehearse.
  - (viii) The preparation time referred to in clause 33.2 and the warm-up time provided under clause 33.2(a)(vii) will be regarded in total and it will be at the discretion of the employee as to the order in which preparation and warm up are carried out.
  - (ix) An employee will be given a break of 12 hours clear of warm-up, dressing, making up, warm-down, undressing and removing make-up between finishing one day's work and starting another. In the case of travelling and/or schools work on the following day, the break may be reduced to 11 hours if necessary.
- (b) Rosters**
- (i) A roster of performance and rehearsal hours will be provided by the employer weekly, giving the employee at least 3 days' notice of their forthcoming schedule.
  - (ii) A copy of the roster will be made available to each employee and a master copy will be prominently displayed on a noticeboard.
  - (iii) An employee will be given at least 48 hours' notice of any change in their rehearsal and/or performance hours except in the case of emergency,

or during the 7 day period before the opening performance, in which case 12 hours' notice will be given.

**(c) Times of rehearsal**

**COMMENTARY: CLAUSE 33.2 (c)(xi) – TIMES OF REHEARSAL**

The 44-hour production week is available for Dance Companies to use in the week before a new production opens, which may be worked over 6 days from Monday to Saturday.

*Date of effect: 1 January 2010*

During a week in which only rehearsals are held and no performance is given, the following provisions will apply:

- (i)** The maximum number of hours worked per week will be 38 hours.
- (ii)** Rehearsals will be held on Monday to Friday.
- (iii)** Despite clause 33.2(c)(ii) a rehearsal may be held on a Saturday if the employee is given a day off instead on the following Monday or on some other day as mutually agreed. As far as possible the other day off will be in the week following the Saturday rehearsal.
- (iv)** A maximum of 7 hours and 36 minutes will be worked on any one day.
- (v)** Rehearsals will not start before 9.30 am and will finish by 6.30 pm.
- (vi)** By mutual agreement between the employer and employee rehearsals may be held in the afternoon and evening. In such cases rehearsals will not start before 1.30 pm and will finish by 10.30 pm, except in the week prior to the start of a new production, where rehearsals will finish by 11.00 pm.
- (vii)** A break of at least one hour for lunch will be given between 12 noon and 2.00 pm.
- (viii)** Where afternoon and evening rehearsals are agreed upon under clause 33.2(c)(vi) there will be a 1.5 hour dinner break between 5.00 pm and 7.30 pm. By mutual agreement between the employer and the employee, the length of the break may be varied. However, in no case will the dinner break be less than one hour.
- (ix)** When more than one rehearsal call or call for other work is made on one day, a one hour break, clear of any dressing, undressing, redressing and make-up, will be given to employees after each 4 hours of work.

## Live Performance Award 2020

- (x) A 15 minute rest break will be given:
  - in the morning following class; and
  - during the afternoon or evening rehearsal session.
- (xi) In the period of one week before the start of a new production, a maximum of 44 hours may be worked in the 6 days, Monday to Saturday.
- (xii) No rehearsal may be required on Christmas Day or Good Friday.
- (xiii) All rehearsals will be regarded as continuous from the starting time to the finishing time each day, except by mutual agreement.

### (d) Rehearsal and performance

- (i) The maximum number of ordinary hours worked in any week in which performances and rehearsals take place will not exceed 38 hours.
- (ii) A maximum of 7 hours and 36 minutes will be worked on any one day.
- (iii) No rehearsal may be held on a day when more than one whole time performance is held except in the case of an emergency cast replacement.
- (iv) On any day in which one performance only is given, one rehearsal/class of 4 hours may be held by the employer except as otherwise provided in this award. The rehearsal/class will not start before 10.30 am, unless otherwise agreed, and will end no later than 4 hours before the call for the next performance of the employer's production.

### (e) Performance

- (i) The ordinary hours during which a performance may be held will be from 10.00 am (start of a performance) to 11.30 pm (end of a performance) on any 6 days Monday to Saturday.
- (ii) Should a performance extend beyond 11.30 pm the employee will be paid **200%** of the minimum rate for all time worked after 11.30 pm.
- (iii) There will be at least 45 minutes clear of warm-up, dressing, undressing, make-up or taking off make-up between the end of one performance and the start of another performance on the same day except by mutual agreement.

[33.2(e)(iv) varied by [PR719051](#), [PR729524](#), [PR740930](#), [PR762356](#), [PR774138](#) ppc 01Jul24]

- (iv) If there is a break of less than 2 hours between the end of one performance and the start of the next performance on the same day, the employer will:

- provide the employee with a satisfactory meal; or
  - pay to the employee an amount of **\$22.59** instead of the meal.
- (v) A performance will not exceed 3.75 hours in duration, provided that in the case of a performance with 2 intervals, the maximum performance time will be 4 hours. The 3.75 or 4 hours will include warm-up, dressing and making up time and taking off make-up and undressing time as specified in clause 33.2(a).
- (vi) An employee will be credited with at least 3.75 hours of working time for each performance.

### 33.3 Number of performances

#### COMMENTARY: CLAUSE 33.3 – NUMBER OF PERFORMANCES

##### 1. PERFORMERS

The maximum number of performances that performers can work whilst receiving their ordinary weekly rate is:

- For a whole-time production or pantomime: 8 performances
- For performances of up to one hour: 12 performances

For school tours, the maximum number of performances (of 1.5 hours duration) is 10 per week, or 15 performances per week of less than one hour.

##### 2. COMPANY DANCERS

The maximum number of performances that performers can do whilst receiving their ordinary weekly rate is:

- For a whole-time production or pantomime: 7 performances
- For performances of up to one hour: 10 performances

*Date of effect: 1 January 2010*

- (a) The maximum number of performances for which the ordinary weekly rate is paid will be:

	Performance length	Maximum number of performances
Performers	A substantially whole time production or pantomime	8
	Up to one hour in duration	12

Live Performance Award 2020

	Performance length	Maximum number of performances
Company Dancers	A substantially whole time production or pantomime	7
	Up to one hour in duration	10

- (b) Where additional performances are undertaken as part of the ordinary hours of work the following provisions will apply:
- (i) in the case of additional performances of a substantially whole time production (excepting pantomimes), the employee will be paid **12.5%** of their minimum weekly rate for each additional performance exceeding 8;
  - (ii) in the case of additional performances of pantomime exceeding 8 but not exceeding 12, the employee will be paid an additional **12.5%** of their minimum weekly rate for the first performance exceeding 8 and then an additional **6.25%** of their minimum weekly rate for each performance in excess of the ninth performance in any such week; and
  - (iii) in the case of performances up to one hour in duration, an additional payment of **10%** of their minimum weekly rate for each performance exceeding 12.
- (c) If an employee is engaged by the week pursuant to clause 27.1(a)—on a weekly basis under clauses 27.1(a)—**Error! Not a valid bookmark self-reference.** and 28A—Weekly employees under fixed term contracts—additional provisions;
- (d) on a weekly part-time basis under clause **Error! Reference source not found.**—**Error! Reference source not found.**; or
- (e) as a casual under clause 30—Casual employees.
- (f) Weekly employees to appear in 2 or more different contemporaneous productions for the same employer, each production will be deemed to be a separate week’s engagement for the purpose of clause 33.3.
- (g) Despite clause 33.3(c), when one of the productions is a pantomime the employee will be paid an additional **12.5%** of their minimum weekly rate for each performance exceeding 8 in a week.

## 34. Breaks

[Varied by [PR719051](#), [PR729524](#), [PR740930](#), [PR762356](#), [PR774138](#)]

### COMMENTARY: CLAUSE 34 – BREAKS

#### 1. WHOLE-TIME PERFORMANCES

- **Clause 34.1 (a):** the maximum number of hours an employee can work continuously without a substantial break (at least 1 hour in duration) is 4 hours, or 5 hours if the employer and a majority of employees agree.
- **Clause 34.1(b):** the break should be at least 1 hour, or 1.5 hours if taken after 4:00pm. The break can be reduced to one hour if the majority of the employees agree.
- **Clause 34.1(d):** during rehearsals “reasonable refreshment breaks” would typically be 10 or 15 minutes and would be allowed after approximately 2 hours of continuous (unbroken) rehearsal. The break may be given to a group of employees or individually at the discretion of the employer. Therefore, an employer has some discretion to give refreshment breaks to groups of employees at different times.

#### 2. BREAKS FOR TRAVEL

- **Clause 34.3 (a):** An employee travelling to or from Perth (to or from East Coast cities) cannot work at all on that same day.
- **Clause 34.3 (b):** If an employee has travelled for more than 4 hours, they are not required to work that day, unless they agree otherwise.
- **Clause 34.3 (c):** there must be a minimum 2 hour break (unpaid) between travel and work.

*Date of effect: 1 January 2010*

### 34.1 Whole time performances

- (a) No employee will be required to work for more than 4 hours, or by agreement with a majority of the cast involved 5 hours, without a substantial break for a meal, recuperation and refreshment.
- (b) A break as prescribed in clause 34.1(a) above shall be of a minimum duration of one hour if taken before 4 pm or 1.5 hours if taken after 4 pm, provided that the length of such break may be varied by mutual agreement between the employer and the majority of employees. However, in no case will the break be less than one hour.

- (c) Such breaks will be unpaid.
- (d) During rehearsals, a reasonable refreshment break will be provided to employees to be counted as time worked.

[34.1(e) varied by [PR719051](#), [PR729524](#), [PR740930](#), [PR762356](#), [PR774138](#) ppc 01Jul24]

- (e) There will be a break of not less than 45 minutes clear of dressing, undressing, making up or taking off make-up between the end of one performance and the start of another performance on the same day. If there is a break of less than 2 hours between the end of one performance and the start of the next performance the employer will provide an employee with a satisfactory meal, including tea and coffee. Alternatively, the employer may pay to the employee an amount of **\$35.13** instead of the said meal.
- (f) There will be a clear break between the end of a full rehearsal and the start of another full rehearsal or performance of 1.5 hours, provided that the length of such break may be varied by mutual agreement between the employer and the majority of employees. However, in no case will the break be less than one hour.

#### **34.2 Performances of up to an hour**

No employee will be required to work continuously in excess of 4 hours, or by agreement with a majority of the cast involved 5 hours, without a substantial break for a meal, recuperation and/or refreshment.

#### **34.3 Breaks for travel**

The minimum breaks for travel will be as set out below, except where the employer and the employee agree otherwise:

- (a) There will be no work done by an employee on a day in which travel to and from the following places occurs:
  - (i) Sydney/Perth;
  - (ii) Brisbane/Perth;
  - (iii) Melbourne/Perth.
- (b) An employer may not require an employee to work on any day on which the employee has travelled for more than 4 hours, unless the employee agrees otherwise.
- (c) Where an employee is required to travel other than as specified above, a 2 hour break will be given between arrival at the destination and any rehearsal call or performance.

## 35. Overtime and penalty rates

[Varied by [PR723975](#)]

### COMMENTARY: CLAUSE 35 – OVERTIME & PENALTY RATES

#### 1. CLAUSE 35.1 – PERFORMERS ENGAGED BY THE WEEK OF FOR A LONGER PERIOD

##### Daily hours overtime

When a performer works more than 8 hours in one day, they must be paid 150% of the minimum hourly rate for the first 2 hours, and 200% of the minimum hourly rate after that.

##### Weekly total of hours overtime

In the week immediately prior to opening night, or prior to the first public performance, employees can work up to 48 hours without paying them overtime (see clause 33.1(a)).

The additional hours (above 38 hours) are added as a negative balance on the employees' pay slip then deducted in subsequent weeks. If the employee still has a negative balance at the end of their engagement or after 12 months (whichever is earlier) the employer must pay these hours at 150% of the minimum hourly rate.

In all other weeks, if an employee works for more than 38 hours in a week, they must be paid 150% of the minimum hourly rate for the first 2 hours and 200% of the minimum hourly rate after that.

#### 2. CLAUSE 35.2 – APPLICABLE TO WEEKLY OR CASUAL ARRANGEMENTS

If a performer's breaks are either restricted or extended beyond what is allowed by the Award, employers must pay:

- 150% of the minimum hourly rate to full-time and part-time employees; or
- 175% of the minimum hourly rate to casual employees.

The penalty rate is paid in 15 minutes increments per restriction or extension. For example, if an employee works for 22 minutes, when they should be taking their lunch break, they will be paid the penalty rate for 30 minutes.

#### 3. CLAUSE 35.5 – SUNDAYS FOR PERFORMERS AND COMPANY DANCERS

Where a Performer or Company Dancer is employed on a weekly basis and **works on a Sunday which is in addition to the weekly hours of work** (i.e. their ordinary days of work are Monday to Saturday, with Sunday normally being the rostered day off), a penalty payment of 33.3% of the employee's minimum weekly rate will be paid in addition to their weekly wage.

Where a Performer or Company Dancer is employed on a weekly basis **and Sunday is part of the prescribed work week** (i.e. the employees are working Tuesday to Sunday, with Monday as their rostered day off), a weekly employee is paid a penalty of 16.7% of their employee's minimum weekly rate in addition to their weekly wage.

**Casual employees** who work on a Sunday are to be paid:

- **for performances:** 200% of the prescribed minimum rate per performance; and



- **for rehearsal:** 200% of the prescribed casual hourly rate of clause 31.6(c)(i) for a minimum of 4 hours. For a rehearsal of 3.75 hours, from **1 July 2024**, a casual employee would therefore be paid 200% of \$49.55 for the first hour and 200% of \$24.78 per half an hour for a total of 3 hours.

*Date of effect: 1 January 2010*

### **35.1 Performers engaged by the week or for a longer period**

- (a) All time worked in excess of 8 hours on any one day will be paid for at **150%** of the minimum hourly rate for the first 2 hours and **200%** of the minimum hourly rate after that.
- (b) Subject to 35.1(c) all time worked in excess of 38 hours in any one week will be paid at **150%** of the minimum hourly rate for the first 2 hours and **200%** of the minimum hourly rate after that.
- (c) All hours worked in excess of 38 in a week as per clause 33.1(a) shall be displayed on the employee's pay slip as a negative balance and where less than 38 hours are worked in a subsequent week the difference in hours shall be added to the negative balance until this reaches zero. If at the completion of the engagement or the completion of 12 months from the first date of engagement, whichever is earlier, the balance has not reached zero, the employee will be paid at **150%** of the minimum hourly rate for the outstanding hours.

### **35.2 General—applicable to weekly or casual engagements**

[35.2 varied by [PR723975](#) ppc 20Nov20]

Where any of the intervals or breaks due to an employee are restricted or extended beyond the hours specified under this award, the employee will be paid overtime at the rate of **150%** of the minimum hourly rate for a full-time or part-time employee or **175%** of the minimum hourly rate for a casual employee, for each 15 minutes or part thereof of the restriction or extension.

[Note inserted by [PR723975](#) ppc 20Nov20]

NOTE: The overtime rate for a casual employee has been calculated by adding the casual loading prescribed by clause 30.2 to the overtime rate for a full-time and part-time employee prescribed by clause 35.2.

### **35.3 Performers engaged casually other than supernumeraries**

- (a) An employee required to work beyond the hour of 11.30 pm or who is detained for work or any other reason beyond the hour of 11.30 pm by the employer will be paid at the rate of **8.3%** of the appropriate casual call rate for such employee for each half hour or part thereof beyond 11.30 pm that the employee is

required to work or is detained, in addition to any other payments for overtime, etc. and the ordinary fee applicable to such employee.

- (b) If the performance call is longer than 3 hours or if the employee is detained by the employer during an engagement for more than 3 hours (excluding dressing/making up and dressing/removing make-up etc.) the employee will be paid at the rate of **16.7%** of the casual rate for each half hour or part thereof in excess of 3 hours that the employee is detained by the employer.
- (c) The third or any subsequent call on any day will be paid at the rate of **150%** of the casual rate, unless a higher penalty rate applies.

#### **35.4 Company Dancers**

##### **(a) Engaged by the week or for a longer period**

- (i) The employee's minimum hourly rate of pay will be calculated by dividing the minimum weekly rate by 38.
- (ii) For the purposes of calculating overtime, each day's overtime will stand alone. Overtime will be calculated strictly on the basis of actual time worked.
- (iii) Where an employee is paid for an extra performance pursuant to clause 33.3(b)(i) and 33.3(b)(iii), the hours paid for in relation to that extra performance will not be taken into account when calculating the weekly total of hours.
- (iv) Overtime is all work performed in excess of:
  - the prescribed weekly total of hours;
  - outside the prescribed spread or range of hours; or
  - as the result of a prescribed break or interval having been restricted or extended beyond the hours specified.
- (v) All overtime will be paid for at **150%** of the minimum hourly rate for the first 2 hours and **200%** of the minimum hourly rate after 2 hours.
- (vi) In the case of an emergency cast replacement where a rehearsal is held on a day when 2 performances are given, overtime will be paid at **150%** of the minimum hourly rate for the first 2 hours and **200%** of the minimum hourly rate for the duration of the rehearsal period.

##### **(b) Engaged casually**

A casual employee will be paid an additional **8.3%** of the appropriate casual rate for each half hour or part thereof that the employee is required to work or is detained by the employer for any other reason past 11.30 pm. The payment is

made in addition to any other payments for overtime, etc. and the minimum rate of pay applicable to the employee.

### **35.5 Sundays – Performers and Company Dancers**

For any work performed on Sundays, including rehearsal, the minimum rates per performance or 3 hour rehearsal session will be as follows:

#### **(a) Payment for employees engaged by the week or for a longer period**

- (i)** Where the time worked is in addition to the employee's prescribed weekly hours of work, the employee will be entitled to an additional payment of an amount equivalent to **33.3%** of the employee's minimum weekly rate.
- (ii)** Where the time worked is part of the employee's prescribed weekly hours of work, the employee will be entitled to an additional payment of an amount equivalent to **16.7%** of the employee's minimum weekly rate provided that, the employee's hours of work in that week will be arranged to provide the employee with one complete day off duty in that week.

#### **(b) An employee required by the employer to travel on a Sunday will be:**

- (i)** given a day off in the following week; or
- (ii)** paid an additional
  - **8.3%** of the employee's minimum weekly rate for travel of up to 3 hours duration; and
  - for each half hour or part thereof of travel in excess of 3 hours, the employee will be paid an additional **100%** of the minimum hourly rate.

#### **(c) Payment for employees engaged casually**

A casual employee will be entitled to payment for work on Sundays as follows:

- (i)** for a performance, **200%** of the prescribed minimum rate per performance; or
- (ii)** for a rehearsal, **200%** of the prescribed casual hourly rehearsal rate in clause 31.6(c) with a minimum payment as for 4 consecutive hours.



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## PART 6 – MUSICIANS

## Part 6—Musicians

### COMMENTARY: PART 6 – MUSICIANS

There is no distinction between Orchestral Musicians and Musicians – both are covered by this Award.

*Date of effect: 1 January 2010*

## 36. Types of employment

### COMMENTARY: CLAUSE 36.1(a)

Musicians can be engaged on run of the play(s) contracts without limitation despite laws regarding fixed term contract limitations as this Award specifies they may be employed as such. This was clarified in a [Recommendation](#) by the Fair Work Commission on 13 June 2024.

*Updated: 16 July 2024*

- 36.1** A musician may be engaged:
- (a) weekly for the run of the play or plays in a particular place or places, by the call;
  - (b) on an ongoing weekly basis, by the call;
  - (c) on a weekly part-time basis, by the call; or
  - (d) as a casual, by the call.

## 37. Weekly employees engaged by the call

### COMMENTARY: CLAUSE 37 – WEEKLY EMPLOYEES ENGAGED BY THE CALL

- The minimum number of calls for a weekly musician is 6 per week.
- Musicians can work up to 2 calls of 3 hours each a day without incurring overtime (provided that the required breaks are given) on any day from Monday to Saturday.
- Any work performed on a Sunday is to be paid at 200% of the minimum hourly rate with a minimum payment of 3 hours.

*Date of effect: 1 January 2010*

- 37.1** A musician will be engaged for a minimum of 6, 3-hour calls per week and paid as a weekly employee for at least one week. The engagement will be confirmed in writing.

- 37.2** The weekly rate prescribed by this award will be paid to each weekly employee who is ready and willing to perform the work provided for by the award during any week, whether the employee is required to perform the work or not. This provision will apply to all engagements whether for open air performances or otherwise.
- 37.3** Where a musician is engaged for any fixed number of calls per week, the number of calls will not be reduced except by notice of not less than one week.
- 37.4** Where a musician is required by an employer to go on tour, the employee will be deemed to be in the employment of the employer from at least the time at which the employee begins to travel on the tour and is deemed to remain in such employment at least until they finish travelling on the return from the tour.

## **38. Part-time weekly employee**

### **COMMENTARY: CLAUSE 38 – PART-TIME WEEKLY EMPLOYEE**

- A part-time musician can work between 2 and 6 calls per week for a minimum of 4 weeks.
- Employers must confirm the terms of the part-time engagement on the employee's request.
- A part-time employee receives the same entitlements as a weekly employee, pro rata, according to the average number of hours worked per week over the period of the engagement.
- A part-time employee can work up to 2 calls of 3 hours each a day without incurring overtime (provided that the required breaks are given) on any day from Monday to Saturday.
- Any work performed on a Sunday is to be paid at 200% of the minimum hourly rate with a minimum payment of 3 hours.

*Date of effect: 1 January 2010*

- 38.1** A part-time weekly employee will be an employee engaged for a minimum of 2 calls per week and a maximum of 6 calls per week for a period of at least 4 consecutive weeks. The employer will confirm the terms of engagement in writing where the employee requires.
- 38.2** A part-time weekly employee will be entitled to the same conditions of employment that a weekly employee is entitled to under this award. The entitlement will be proportionate to the average hours worked by the employee per week.

## **39. Casual employees**

### **COMMENTARY: CLAUSE 39 – CASUAL EMPLOYEES**

- The casual rate of pay is the minimum hourly rate (or call-rate) plus 25%.
- Casual employees are engaged by the call with a minimum call of 3 hours.
- If the employer cancels the engagement, the employee must be given at least 48 hours' notice. The notice should be given in person or sent to an address nominated by the employee. If 48 hours' notice is not given, then payment for the engagement must be paid in full.

- Any work on a Sunday is paid at 225% of the minimum hourly rate with a minimum payment of 3 hours.

*Date of effect: 1 January 2010*

*Updated: 27 September 2021*

[Varied by [PR723975](#), [PR733852](#)]

[39.1 deleted by [PR733852](#) from 27Sep21]

[39.2 renumbered as 39.1 by [PR733852](#) from 27Sep21]

**39.1** At least 48 hours' notice will be given of cancellation of a casual engagement either personally or to an address provided to the employer by the employee at the time of engagement. Where an employer fails to give 48 hours' notice, full payment will be made.

[39.3 renumbered as 39.2 by [PR733852](#) from 27Sep21]

**39.2** A casual musician will be paid by the hour with a minimum payment of 3 hours i.e. **a call**. The casual call rate is the call rate prescribed in clause 40.1 for the relevant classification plus an additional **25%**. This casual loading is paid instead of entitlements such as annual and personal/carer's leave.

[New 39.4 inserted by [PR723975](#) ppc 20Nov20; 39.4 renumbered as 39.3 by [PR733852](#) from 27Sep21]

**39.3** When a casual employee works overtime, they must be paid the overtime rates in clauses 44.1, 44.2 and 44.3.

[39.4 renumbered as 39.5 by [PR723975](#), 39.5 renumbered as 39.4 by [PR733852](#) from 27Sep21]

**39.4** Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

## 40. Minimum rates

[Varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#)]

[40.1 varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

### COMMENTARY: CLAUSE 40 – MINIMUM RATES

#### Clause 40.2 - Appropriate Rate

Where the Award refers to the "appropriate rate", this is the hourly rate for either a Musician, a Musician required to accompany artists, a Principal Musician, or a Conductor Leader, whichever is relevant.

#### Clause 40.4 – Conductor-Leader

From 1 July 2024, Conductor-Leaders receive a loading, in addition to the appropriate rate as follows:

## Live Performance Award 2020

- For 3 or more musicians, an additional payment of \$8.36 per hour;
- For a grand opera, grand ballet, concert or religious performance, an additional payment of \$6.28 per hour.

*Date of effect: 1 January 2010*

*Updated: 1 July 2024*

### 40.1 Minimum rates for Musicians are set out in the table below:

Classification	Level	Weekly Employees		Casual Employees	
		Per Hour	Per 3-Hour Call	Per Hour	Per 3-Hour Call
		\$	\$	\$	\$
Musician	9	49.31	147.93	61.64	184.92
Musician required to accompany artists	11	51.91	155.73	64.89	194.67
Principal Musician	14	57.91	173.73	72.39	217.17
Conductor-Leader	15	62.84	188.52	78.55	235.65

**40.2** Except as provided in clause 40.6, weekly musicians will be engaged by the call. The hourly rate is calculated by dividing the appropriate minimum weekly rate in clause 11.1 by 24 with a minimum payment as for 3 hours. The minimum weekly wage for musicians is 6 calls.

**40.3** The minimum rate of pay for all casual employees as defined will be the total minimum hourly rate for weekly employees prescribed in clause 40.1 above plus a loading of **25%** with a minimum payment for 3 hours for each engagement.

### **40.4 Conductor-Leader**

- (a) Where there are 3 or more musicians, a Conductor-Leader will be paid the appropriate rate plus a loading of **13.3%** of that rate.
- (b) A Conductor-Leader employed in grand opera, grand ballet, concerts or religious performance will be paid the appropriate rate plus a loading of **10%** of that rate.



#### 40.5 Instrumentalist playing alone

An instrumentalist playing alone will be paid the appropriate rate plus a loading of 17.5% of that rate.

#### 40.6 Repetiteur rate

- (a) Where a repetiteur is employed by a ballet company, opera company or other like company on a full-time or part-time basis, the repetiteur will be paid the weekly rate provided at Level 14 of the classification structure and will work a 38 hour week as a full-time employee or less than 38 hours per week as a part-time employee.
- (b) A repetiteur engaged as a casual employee will be paid the appropriate casual rate as prescribed in clause 40.1 of this award plus a loading of 12.5%.

### 41. Allowances

[Varied by [PR718899](#), [PR719051](#); corrected by [PR726038](#); varied by [PR729340](#), [PR729524](#), [PR740766](#), [PR740930](#), [PR762190](#), [PR762356](#), [PR773968](#), [PR774138](#)]

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

#### COMMENTARY: CLAUSE 41 - ALLOWANCES

For a list of dollar amounts for allowances please see:

- LPA wages and allowances tables;
- Fair Work Ombudsman Pay Guide – Live Performance Award; and/or
- Schedule B – Summary of Monetary Allowances.

*Date of effect: 1 July 2024*

**41.1** Employers must pay to an employee the allowances the employee is entitled to under clause 41.

NOTE: See Schedule B—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

#### 41.2 Wage-related allowances

##### (a) Doubling allowance

- (i) Where an employee is required to double on one or more additional instruments a doubling allowance will be paid as follows:

<b>Instrument supplied by</b>	<b>Rate per additional instrument per call</b>
Musician	14.5% of the total minimum call rate
Employer	9.5% of the total minimum call rate

**(ii) Percussionists**

A percussionist will receive the doubling allowance in clause 41.2(a) in respect of each of the xylophone, vibraphone, tympani, and either the marimba or glockenspiel, but not both.

**(b) Supply of music**

An employee required to supply their own music will receive the following allowance:

[41.2(b)(i) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

**(i)** weekly employee—**\$41.29** per week; or

[41.2(b)(ii) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

**(ii)** casual employee—**\$13.42** per call.

**(c) Soloists**

[41.2(c) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

An employee performing solo in an orchestra will receive **\$7.23** per instrument per call.

**(d) Setting up time**

Where a drummer or electronic instrumentalist is required by the employer to move their equipment to and from their place of employment, they will receive in addition to their normal rate an allowance equal to 15 minutes of work at the ordinary time rate of pay.

**(e) Employee playing in specialty entertainments**

Where an engagement customarily accepted as speciality is for more than 6 days, the rate will be the appropriate rate plus a loading of **66.7%** of that rate.

**(f) Broadcast, telecast, filmed or recorded**

**COMMENTARY: CLAUSE 41.2(f) – WAGE-RELATED ALLOWANCES (BROADCAST, TELECAST, FILMED OR RECORDED)**

**Clause 41.2(f) (vi)** Payment is not required for an archival and/or reference recording.

In order to utilise this clause, employers should include in the Musician's employment contract a clause stating that the employer intends to record the performance for archival and/or reference purposes and that the Musician will not receive any additional payment for the making of this recording.

*Date of effect: 14 January 2011*

Where an employee is broadcast, telecast, filmed or recorded from a theatre or other place of entertainment, in addition to the appropriate rate of pay the employee will receive:

[41.2(f)(i) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

- (i) \$144.73** per performance for a televised performance, and:
- if a Principal, the payment in clause 41.2(f)(i) and an additional **25%**;
  - for doubling, **25%** extra per additional instrument per call; and
  - for overdubbing, an additional minimum call fee,

[41.2(f)(ii) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

- (ii)** a minimum payment of **\$156.08** per radio broadcast for a call up to 3 hours in which there can be 21 minutes of finished material, and:
- if a Principal, the payment in clause 41.2(f)(ii) and an additional **25%**;
  - for doubling, **25%** extra per additional instrument per call;
  - for overdubbing, an additional minimum call fee; and
  - for any time worked in excess of the initial 3-hour call in respect of completion of the initial 21 minutes of finished recording, the employee will be paid **150%** of the minimum hourly rate, with a minimum payment of one hour,

## Live Performance Award 2020

[41.2(f)(iii) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

(iii) **\$297.51** per simulcast (radio and television, single use within Australia), and:

- if a Principal, the payment in clause 41.2(f)(iii) and an additional **25%**,

[41.2(f)(iv) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

(iv) **\$213.69** for each audio-visual or visual recording of a performance, and

- if a Principal, the payment in clause 41.2(f)(iv) and an additional **25%**; and
- for doubling, **25%** extra per additional instrument per call;
- for overdubbing, an additional minimum call fee,

[41.2(f)(v) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

(v) **\$156.08** for each audio recording of a performance for which there can be 21 minutes of finished material, and:

- if a Principal, the payment in clause 41.2(f)(v) and an additional **25%**; and
- for doubling, **25%** extra per additional instrument per call;
- for overdubbing, an additional minimum call fee;
- to record more than 21 minutes of finished material, the employee will be paid **150%** of the minimum hourly rate for a minimum of one hour.

(vi) The provisions of clause 41.2(f) of this shall not apply to an archival and/or recording as defined.

### 41.3 Expense-related allowances

#### COMMENTARY: CLAUSE 41.3 (c) – EXPENSE-RELATED ALLOWANCE FOR PERCUSSION KIT

Clause 2 of the Award defines a **complete percussion kit** to include: drum kit, timpani, xylophone, marimba, vibraphone, glockenspiel, military drum, tambour, piccolo snare drum, tenor drum, cymbals, triangle, tambourine, maracas, castanets, woodblocks, plus associated stands and fitting, stick and beaters.

*Date of effect: 1 January 2010*

[41.3(a) varied by [PR719051](#), [PR729524](#), [PR740930](#), [PR762356](#), [PR774138](#) ppc 01Jul24]

- (a) Each employee (including a casual employee) who supplies one or more instruments must be paid an instrument upkeep allowance of **\$1.94** per instrument, per call.

[41.3(b) varied by [PR719051](#), [PR729524](#), [PR740930](#), [PR762356](#), [PR774138](#) ppc 01Jul24]

- (b) A harpist must be paid an instrument upkeep allowance of **\$5.10** per call.

[41.3(c) varied by [PR719051](#), [PR729524](#), [PR740930](#), [PR762356](#), [PR774138](#) ppc 01Jul24]

- (c) Where a weekly percussionist provides the complete percussion kit, or a substantial part of the percussion kit, as defined in clause 2—Definitions, they must be paid in addition to their ordinary rate of pay an allowance of **\$12.37** per week.

### 42. Ordinary hours of work and rostering

Subject to the overtime provisions in clause 44—Overtime and penalty rates, the duration of a call will not exceed 3 hours and will include all intervals and breaks as time worked.

### 43. Breaks

#### COMMENTARY: CLAUSE 43 – BREAKS

If a call is for more than 2 hours, there must be a 15-minute paid rest break within the call.

If there are multiple calls in one day, there must be at least a 1 hour break between each call. These breaks are unpaid.

*Date of effect: 1 January 2010*

- 43.1** All employees will be entitled to a break of at least 15 minutes in each call of more than 2 hours.
- 43.2** For the purposes of clause 43.1, break means a period in which an employee will not be required to perform musical services and will count as time worked.
- 43.3** Employees will be entitled to at least one hour's break between 2 or more calls per day and the break will not count as time worked.

#### **44. Overtime and penalty rates**

[Varied by [PR723975](#), [PR729524](#), [PR738928](#), [PR740930](#), [PR762356](#), [PR774138](#)]

[44.1 substituted by [PR723975](#) ppc 20Nov20]

- 44.1** All time worked on Monday to Saturday over or outside the prescribed time of any call will be paid for at **150%** of the minimum rate for a full-time or part-time employee or at **175%** of the minimum rate for a casual employee.

[44.2 varied by [PR723975](#) ppc 20Nov20]

- 44.2** Despite clause 44.1, all time worked between 12 midnight and 7.00 am will be paid for at **200%** of the minimum rate for a full-time or part-time employee or at **225%** of the minimum rate for a casual employee.

[44.3 varied by [PR723975](#) ppc 20Nov20]

- 44.3** Any call in excess of 2 worked on any one day will be paid for at **150%** of the minimum rate for a full-time or part-time employee or at **175%** of the minimum rate for a casual employee.

- 44.4** Overtime payments will be made in respect of each 15 minutes or part thereof, provided that where the time limit of a call is exceeded by 5 minutes or less, that time will not be counted for the purposes of calculating overtime payments.

- 44.5** If an employee is directed to appear at a call which starts within one hour of the end of a call at which that employee has appeared, the employee will be paid for the second call at the overtime rates prescribed in clause 44 unless there has been a complete change of audience between the 2 calls.

[NOTE inserted by [PR723975](#) ppc 20Nov20]

NOTE: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 39.2 to the overtime rates for full-time and part-time employees prescribed by clauses 44.1, 44.2 and 44.3.

## 44.6 Sundays

### COMMENTARY: CLAUSE 44.6 – SUNDAYS

Ordinary hours or overtime may be worked on a Sunday. All work performed on a Sunday shall be paid at 200% of the minimum hourly rate with a minimum payment of 3 hours.

An employee who is required to travel on a Sunday, and is not paid under clause 44.6, will be paid an allowance of \$14.23, plus any other applicable allowances.

*Date of effect: 1 January 2010*

*Updated: 1 July 2024*

- (a) Except as otherwise provided in this award, all work performed on Sundays will be paid for at the following rates:
  - (i) Weekly employees—**200%** of the minimum hourly rate with a minimum payment as for 3 hours.

[44.6(a)(ii) substituted by [PR738928](#) ppc 14Mar22]

- (ii) Casual employees—**225%** of the minimum hourly rate with a minimum payment as for 3 hours.

NOTE: The Sunday rate for casual employees has been calculated by adding the casual loading of 25% to the Sunday rate for weekly employees prescribed by clause 44.6(a)(i).

[44.6(b) varied by [PR729524](#), [PR740930](#), [PR762356](#), [PR774138](#) ppc 01Jul24]

- (b) An employee who is required by their employer to travel on a Sunday will be paid **\$14.23** in addition to the applicable allowances in clause 14.2, unless paid the Sunday rate in clause 44.6.

## PART 7 – STRIPTEASE ARTISTS



## Part 7—Striptease Artists

### 45. Types of employment

45.1 Employees under this award will be employed in one of the following categories:

- (a) full-time employees;
- (b) part-time employees; or
- (c) casual employees.

45.2 At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.

### 46. Full-time employees

46.1 An employer may employ full-time employees in any classification in clause 49—Classifications.

46.2 The hours of work of a full-time employee are an average of 38 hours per week.

46.3 The arrangement for working the average of 38 hours per week is to be agreed between the employer and the employee.

46.4 At the time of engagement the employer and the full-time employee will agree in writing on the arrangement of work, specifying at least:

- (a) the hours worked each day;
- (b) which days of the week the employee will work; and
- (c) the actual starting and finishing times each day.

46.5 Any agreed variation to the arrangement of work under clause 46.4 will be recorded in writing.

46.6 All time worked in excess of the hours agreed under clause 46.4 or 46.5 will be overtime and paid for at the rates prescribed in clause 54—Overtime.

46.7 For each ordinary hour worked, a full-time employee must be paid the minimum hourly rate for the appropriate classification.

46.8 For all ordinary time worked between 7.00 am Sunday and 7.00 am Monday, a full-time employee will be paid **175%** of the appropriate minimum hourly rate.

46.9 A shift cannot be longer than 10 hours.

## 47. Part-time employees

[Varied by [PR733852](#)]

**47.1** An employer may employ part-time employees in any classification in clause 49—Classifications.

**47.2** A part-time employee is an employee who:

- (a) works less than 38 hours per week;
- (b) has reasonably predictable hours of work; and
- (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

**47.3** At the time of engagement the employer and the part-time employee will agree in writing, on a regular pattern of work, specifying at least:

- (a) the hours worked each day;
- (b) which days of the week the employee will work; and
- (c) the actual starting and finishing times each day.

**47.4** Any agreed variation to the regular pattern of work in clause 47.3 will be recorded in writing.

**47.5** An employer is required to roster a part-time employee for a minimum of 3 consecutive hours on any shift.

[47.6 deleted by [PR733852](#) from 27Sep21]

[47.7 renumbered as 47.6 by [PR733852](#) from 27Sep21]

**47.6** All time worked in excess of the hours as mutually arranged under clause 47.3 or 47.4 will be overtime and paid for at the rates prescribed in clause 54—Overtime.

[47.8 renumbered as 47.7 by [PR733852](#) from 27Sep21]

**47.7** For each ordinary hour worked, a part-time employee must be paid the appropriate minimum hourly rate.

[47.9 renumbered as 47.8 by [PR733852](#) from 27Sep21]

**47.8** For all ordinary time worked between 7.00 am Sunday and 7.00 am Monday, a part-time employee will be paid **175%** of the appropriate minimum hourly rate.

[47.10 renumbered as 47.9 by [PR733852](#) from 27Sep21]

**47.9** A shift cannot be longer than 10 hours.

## 48. Casual employees

[Varied by [PR723975](#)]

**48.1** An employer may employ casual employees in any classification in clause 49—Classifications.

[48.2 varied by [PR723975](#) ppc 20Nov20]

**48.2** A casual employee working in an entertainment venue, including venues housing peepboxes, will be paid the appropriate minimum hourly rate for each ordinary hour worked, plus the following additional loadings for work performed:

- (a) between 7.00 am Monday and 7.00 am Saturday—**25%**;
- (b) between 7.00 am Saturday and 7.00 am Sunday—**50%**;
- (c) between 7.00 am Sunday and 7.00 am Monday—**75%**; and
- (d) on public holidays prescribed in this award—**100%**.

**48.3** A casual employee is entitled to a minimum payment for 2 hours work or 2 performances on each occasion the casual employee is required to attend work.

**48.4** A shift cannot be longer than 10 hours.

[New 48.5 inserted by [PR723975](#) ppc 20Nov20]

**48.5** When a casual employee works overtime, they must be paid the overtime rates in clause 54.1(d).

[48.5 renumbered as 48.6 by [PR723975](#) ppc 20Nov20]

**48.6** Casual employees must be paid at the termination of each engagement, but may agree to be paid weekly or fortnightly.

[48.6 renumbered as 48.7 by [PR723975](#) ppc 20Nov20]

### 48.7 Casual agency employees

- (a) Casual employees booked by an agency on a public holiday prescribed in this award will be paid as per clause 48.2(d).
- (b) Casual employees of the agency may refuse work offered on short notice or if previously booked.
- (c) Casual employees working for an agency will be paid per hour.
- (d) Casual employees of an agency may accept employment from other agencies or entertainment venues provided they do not accept bookings or shifts that conflict with each other.
- (e) A casual agency employee will not accept private bookings not made by an agency.

- (f) A casual agency employee will contact the agency if unable to attend a booking and the agency will be responsible for re-booking another employee.

## 49. Classifications

- 49.1** Bar/waiting staff means a bar attendant or waiter, personnel wearing skimpy lingerie, bikini, see-through, topless or g-string costumes, or going nude.
- 49.2** Performer means a person performing a striptease act, erotic dance, tabletop dance, podium dance, private dance, lapdance or peepshow performance. Industry trends may call these performances by another name but will be recognised as the same performances under this award.

## 50. Minimum rates

[Varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#)]

[50 varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

An employer must pay adult employees the following minimum rates for ordinary hours worked by the employee:

	Minimum weekly rate (full-time employee)	Minimum hourly rate
	\$	\$
Bar/waiting staff	949.20	24.98
Performer	965.60	25.41

## 51. Allowances

[Varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#)]

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

- 51.1** Employers must pay to an employee the allowances the employee is entitled to under clause 51.

NOTE: See Schedule B—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

## 51.2 Wage-related allowances

### (a) Cancellation rate

If employees arrive at a booking and the booking has been cancelled without notice, the employee will receive a cancellation rate of **30%** of the rate the employee would have been paid.

### (b) Country bookings

All bookings for country hotels or taverns are to be for a minimum of 2 performances or for a minimum of 3 hours for bar/waiting staff per day away.

### (c) Parades

[51.2(c) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#)  
ppc 01Jul24]

If the employee is to participate in a parade representing the employer's business, and that participation exposes nipples, buttocks or genitalia, an allowance of **\$34.07** will be paid for each parade.

### (d) Photographs

- (i) If the employee is to be photographed or filmed for the purpose of promoting or advertising the employer's business or for merchandise or magazine articles promoting the employer's business, the employer will specify in writing to the employee all details of the engagement including:
  - the way in which the work will be photographed or otherwise recorded; and
  - the purpose for which the work, photograph, film, tape or other record will be used.
- (ii) All employees will be required by the employer to sign the document setting out the above details prior to starting work. Once an employee signs the document the employee will be responsible for carrying out the work specified in the document unless prevented from doing so due to factors beyond their control.
- (iii) An employer must not use the photograph, film or other record of the employee for any purpose other than the purpose specified in writing to the employee at the time of engagement.

## **52. Rostering**

- 52.1** All employees will receive a copy of the shift roster for the coming week or weeks at least 7 days in advance.
- 52.2** A timetable roster for performances for each shift will include performers' names, performance times, meal break and finish time. The roster will be posted on a noticeboard in the dressing room at least one hour before the start of the shift.
- 52.3** A timetable roster for each shift for bar/waiting staff will include staff names, start time, meal break and finish time. The roster will be posted on a staff noticeboard at least one hour before the start of the shift.
- 52.4** The roster may be varied by mutual agreement at any time, or by the employer giving 7 days' notice.
- 52.5** Where practicable, 2 weeks' notice of rostered day or days off will be given, provided that the days off may be changed by mutual agreement or because of sickness or other causes over which the employer has no control.
- 52.6** Clause 52 will not apply to employees booked by an agency, except where the agency booking arrangement with the employee provides regular work to an entertainment venue in respect of the employee.
- 52.7 Rest period**
- (a) All employees will have at least 12 hours' rest between shifts.
- (b) All employees on tour will have at least 12 or hours' rest between the last evening show and the matinee.

## **53. Breaks**

- 53.1** An employee, including a casual employee, who is required to work for 5 or more hours in a day must be given an unpaid meal break of at least 30 minutes. The break must be given no earlier than one hour after starting work and no later than 6 hours after starting work.
- 53.2** An employee required to work more than 2 hours' overtime after finishing their rostered hours must be given an additional paid break of 20 minutes.
- 53.3** Employees performing striptease, erotic dancing, tabletop or podium dancing will be given a break of at least 30 minutes between the end of one performance and the start of another.
- 53.4** All employees on tour will have a break of at least 3 hours between a matinee and an evening booking.

## 54. Overtime

[Varied by [PR723975](#)]

### 54.1 All employees

[54.1 renamed by [PR723975](#) ppc 20Nov20]

- (a) A full-time employee will be paid overtime rates for all time worked in excess of or outside the rostered hours agreed under clauses 46.4 or 46.5.
- (b) A part-time employee will be paid overtime rates for all time worked in excess of the rostered hours agreed under clauses 47.3 or 47.4.

[54.1(c) varied by [PR723975](#) ppc 20Nov20]

- (c) The overtime rate payable to a full-time or part-time employee is **150%** of the minimum hourly rate for the first 2 hours and **200%** of the minimum hourly rate after 2 hours.

[New 54.1(d) inserted by [PR723975](#) ppc 20Nov20]

- (d) The overtime rate payable to a casual employee is **175%** of the minimum hourly rate for the first 2 hours and **225%** of the minimum hourly rate after 2 hours.

NOTE: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 48.2 to the overtime rates for full-time and part-time employees prescribed by clause 54.1(c).

[54.1(d) renumbered as 54.1(e) by [PR723975](#) ppc 20Nov20]

- (e) The overtime rate payable to an employee working on a rostered day off is **200%** of the minimum hourly rate for all time worked that day. A minimum payment of 4 hours is payable to the employee even if they work for less than 4 hours.

[54.1(e) renumbered as 54.1(f) by [PR723975](#) ppc 20Nov20]

- (f) If starting work at the employee's next rostered starting time would mean that the employee did not receive a full 12 hours' break then:
  - (i) the employee may, without loss of pay, start work at such a later time as is necessary to ensure that they receive a break of at least 12 hours; or
  - (ii) the employer must pay the employee overtime rates for all work performed until the employee has received a break of at least 12 hours.



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## PART 8 – PRODUCTION AND SUPPORT STAFF



## Part 8—Production and Support Staff

### COMMENTARY: PART 8 – PRODUCTION AND SUPPORT STAFF

NOTE: There are specific provisions for employees of ‘crewing service employers’ and ‘sound and/or lighting companies’, with regard to overtime and penalty rates.

Clause 2 of the Award defines crewing services employers as: ‘*an employer that provides casual staff at a concert and other venues where employees undertake work that involves the transportation, setting up, operation of sound, lighting and associated equipment but does not include employees of venues, producers, promoters or sound and lighting companies.*’

*Updated: 1 January 2010*

### 55. Full-time employees

#### COMMENTARY: CLAUSE 55 – FULL-TIME EMPLOYEES

Full-time employees are engaged on the basis of an on-going employment relationship for a maximum of 38 hours per week (which may be averaged according to an agreement to implement a cyclic roster) before overtime rates apply. They can work between 4 and 12 hours a day but receive 200% of the minimum hourly rate for work on a Sunday.

*Updated: 1 January 2010*

A full-time employee will be engaged by the week to work 38 ordinary hours or an average of 38 ordinary hours per week and subject to the provisions of clause 61—Ordinary hours of work and rostering.

### 56. Part-time employees

#### COMMENTARY: CLAUSE 56 – PART-TIME EMPLOYEES

Part-time employees work an agreed usual number of hours each week (of less than 38) and the hours must be arranged on a reasonably predictable basis.

Part-time employees can work additional hours (up to 38 hours in total per week) by agreement and will receive their ordinary rate of pay. Overtime rates apply to any work performed in excess of 38 hours.

A part-time employee must be rostered for, and paid for at least 4 consecutive hours per week.

*Updated: 1 January 2010*

- 56.1** A part-time employee is an employee engaged by the week and who works an agreed usual number of ordinary hours less than 38 hours each week, arranged on a reasonably predictable basis and receives, on a pro rata basis, equivalent pay and conditions to those of full time employees who do the same kind of work.
- 56.2** A part-time employee working ordinary time will be paid per hour the minimum hourly rate prescribed in clause 11—Minimum rates for the level of work performed.
- 56.3** A part-time employee who by agreement works more than the agreed usual number of ordinary hours in any week will be paid at their ordinary rate of pay, subject always to any payment prescribed in clause 63—Overtime and penalty rates.
- 56.4** A part-time employee who performs work in excess of the ordinary hours for a full-time employee as prescribed in clause 61—Ordinary hours of work and rostering will be paid at overtime rates in accordance with the provisions in clause 63—Overtime and penalty rates.
- 56.5** The minimum time worked for each period of work will be not less than 4 consecutive hours for which a weekly employee is rostered.
- 56.6** In addition to other award entitlements, a part-time employee will receive pro rata annual leave, personal/carer’s leave and public holiday entitlements.

## **57. Casual employees**

[Varied by [PR723975](#), [PR733852](#), [PR738928](#)]

[57.1 substituted by [PR733852](#) from 27Sep21]

### **COMMENTARY: CLAUSE 57 – CASUAL EMPLOYEES**

Casual employees must be engaged for at least 3 hours consecutive hours.

On Sundays, casual employees are paid at 225% of the minimum hourly rate for a minimum of 4 hours.

The employment of casual employees can be terminated without notice. If the employment is terminated when a casual employee has commenced work, they must be paid for a minimum of 3 hours, or for the time worked (whichever is greater).

*Date of effect: 1 January 2010*

*Updated: 27 September 2021*

- 57.1** A casual employee may be engaged for a minimum of 3 consecutive hours.
- 57.2** The employment of a casual employee may be terminated without notice either by the employee or employer, subject to payment for a minimum of 3 hours and to the employee working the time covered by that minimum payment.

[57.3 substituted by [PR738928](#) ppc 14Mar22]

**57.3** For each ordinary hour worked, a casual employee must be paid the minimum hourly rate specified in clause 11—Minimum rates, for the relevant classification level, plus a loading of **25%** of the minimum hourly rate.

[57.4 inserted by [PR723975](#) ppc 20Nov20]

**57.4** When a casual employee works overtime, they must be paid the overtime rates in clause 63.2.

## **58. Seasonal employees**

### **COMMENTARY: CLAUSE 58 – SEASONAL EMPLOYEES**

Seasonal employees (both full-time and part-time) are engaged for a specific period, or production, which should be determined in advance by written agreement. If a seasonal employee is offered concurrent contracts of employment with the same employer, the period of employment shall be treated as continuous for entitlement purposes. When engaging seasonal employees, the contract of employment should state that the engagement is a seasonal contract for a specific period.

Seasonal employees do not receive a casual loading and are engaged on the same terms and conditions of employment as full-time and part-time employees.

#### **RENEWAL OF SEASONAL FIXED TERM CONTRACTS PERMITTED UNDER MODERN AWARD**

From 1 July 2024, the *Fair Work Act 2009* will place restrictions on the use of fixed term contracts for *Live Performance Award 2020* covered employees. There will be a prohibition of contracts of more than 2 years, contracts with a term plus any renewal option that exceeds two years, or contracts that can be extended or renewed more than once.

However, **the renewal of seasonal contracts under this Award is permitted as an exception to the restrictions in the *Fair Work Act 2009***. The *Fair Work Act 2009* restrictions on the use of fixed term contracts will therefore not apply to production and support staff engaged on a seasonal basis. Renewing fixed term contracts can continue in accordance with clause 58.2(a).

Clause 58.2(a) allows for seasonal contracts for production and support staff to be renewed by agreement between the employer and the employee and does not place a limit on how many times the seasonal contracts can be renewed.

If one seasonal contract finishes and is followed immediately by a second seasonal contract, the employee's entitlements are carried over as though there was no break in employment.

*Date of effect: 1 January 2010*

- 58.1** A seasonal employee is a weekly employee engaged either as full-time or part-time on a fixed term contract.
- 58.2** The duration of a seasonal contract will be determined in advance by agreement and the following provisions will apply:
- (a) the contract may be renewed as often and for the time periods as agreed between the employer and employee;
  - (b) conditions of employment will be those applying to full-time or part-time employees covered by this award; and
  - (c) where a new contract is offered and taken up immediately after the expiry of a previous contract, employment is treated as if it were continuous for entitlement purposes.

## **59. Minimum rates**

Minimum rates for Production and Support Staff are set out in clause 11.1.

## **60. Allowances**

[Varied by [PR718899](#), [PR719051](#); corrected by [PR726038](#); varied by [PR729340](#), [PR729524](#), [PR740766](#), [PR740930](#), [PR762190](#), [PR762356](#), [PR773968](#), [PR774138](#)]

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

- 60.1** Employers must pay to an employee the allowances the employee is entitled to under clause 60.

NOTE: See Schedule B—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

## 60.2 Wage-related allowances

### (a) Transmission or recording allowance

[60.2(a) varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

#### COMMENTARY: CLAUSE 60.2(a) TRANSMISSION OR RECORDING ALLOWANCE

Production employees who receive the recording allowance are those employed on the production whose skills are required to successfully record or broadcast the performance. Employees whose work is ancillary to the production are not entitled to the allowance, for example, front of house employees. Where the compilation of a single final product is the result of recordings taken over several performances, only one payment of the allowance of **\$164.14** is made.

The employer does not have to pay the recording allowances for extracts of performances recorded for news or publicity purposes, or performances recorded for archival or educational purposes or where the only purpose of the hiring is to record the performance.

The presumption is that the transmission or recording allowance is payable. In order to be exempt from paying the transmission or recording allowance under clause 60.2(a) then the Employer is required to give at 7 days' notice, however if the recording is arranged less than 7 days before the recording, employers must provide the notice of recording as soon as the arrangements are made.

*Date of effect: 1 January 2010*

*Updated: 1 July 2024*

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 employees who perform work on that performance will receive a single payment recording allowance of **\$164.14** in addition to the rate they would otherwise have received for that performance, provided that:

- (i) the recording allowance will only be paid when the recording transmission takes place during a performance;
- (ii) one payment will only be made under the provisions of clause 60.2(a) even though recording of a production may take place over a series of performances;
- (iii) where a performance is recorded for sound only or transmitted by radio only, the provisions of clause 60.2(a) will apply to sound technicians only;

- (iv) the provisions of clause 60.2(a) will not apply to:
- extracts of a performance or performances which are recorded or transmitted for news, publicity or promotional purposes, including paid television or radio commercials for that performance or season of performances;
  - a performance or performances which are recorded for training, educational or archival purposes, provided that the hirer undertakes in writing to the employer that such recordings will not be used for public broadcast, exhibition, distribution or sale; and
  - occasions when the only purpose of the hiring is the recording or transmission of a performance, even though a non-paying audience may be present;
- (v) the recording allowance is not to be recorded as ordinary pay for the purpose of this award insofar as the calculation of overtime, penalty, shift and annual leave loading payments are concerned; or
- (vi) where the employer proposes an exclusion from payment of the recording allowance as provided for in clause 60.2(a)(iv), the employer will provide all production employees with 7 days' notice of any such performance provided that where the recording or transmission is arranged with less than 7 days' notice, all production employees will be provided with notice as soon as arrangements for the relevant recording or transmission are made.

### 60.3 Expense-related allowances

#### (a) Meal allowance

[60.3(a)(i) varied by [PR719051](#), [PR729524](#), [PR740930](#), [PR762356](#), [PR774138](#) ppc 01Jul24]

- (i) The employer will pay an employee (other than a cleaner) a meal allowance of **\$22.59** for each meal break occurring before the employee's finishing time where the employee has worked between 12 midnight and 8.00 am and continues to work beyond 8.00 am. The meal allowance will not be payable where the employee commences work at or after 5.00 am.

[60.3(a)(ii) varied by [PR719051](#), [PR729524](#), [PR740930](#), [PR762356](#), [PR774138](#) ppc 01Jul24]

- (ii) The employer will pay an employee a meal allowance of **\$22.59** where the employee is required to work 2 performances back to back. The meal allowance will not be payable where the employer provides a suitable meal.

**(b) Tools and equipment allowance**

[60.3(b)(i) varied by [PR719051](#), [PR729524](#), [PR740930](#), [PR762356](#), [PR774138](#) ppc 01Jul24]

- (i)** The employer will pay an allowance of **\$11.03** per week to heads of departments required to supply their own tools.

[60.3(b)(ii) varied by [PR719051](#), [PR729524](#), [PR740930](#), [PR762356](#), [PR774138](#) ppc 01Jul24]

- (ii)** Employees other than heads of departments who are required to supply basic tools (limited to a hammer, brace/punch driver and wrench) will be paid an allowance of **\$1.14** per day.
- (iii)** Employees will be reimbursed the cost of all mechanical property or light requirements including torches. Provided that the reimbursement will not be payable where the employer provides all mechanical property or light requirements including torches.

## 61. Ordinary hours of work and rostering

### COMMENTARY: CLAUSE 61 – ORDINARY HOURS OF WORK AND ROSTERING

#### Clause 61.1 - Full-time employees

The ordinary hours of work for weekly employees are 38 hours per week. These hours can be worked on any day from Monday to Sunday between the hours of 7.00 am and 12 midnight. Work performed on Sundays attracts penalty rates (see clauses 63.4 and 63.5).

The number of ordinary hours that can be worked on any day is a minimum of 4 hours and a maximum 12 hours. These hours can be worked in no more than 2 periods.

#### Clause 61.1(e) – Rostered days off

Weekly full-time employees are entitled to 2 rostered days off work for each 7-day period.

If a weekly employee is required to work on their rostered day off, they must be paid for a minimum of 4 hours, at the rate of 150% of the minimum hourly rate for the first four hours and 200% of the minimum hourly rate after that.

#### Clause 61.1(g) - Full-time employees (cyclic rostering)

If the majority of employees concerned genuinely agree, an employer can implement cyclic rostering.

If an employer decides to implement cyclical rostering:

- Ordinary hours can be rostered on the basis of an average of 38 per week over 14 days, 21 days or 28 days. The ordinary hours of work cannot exceed 152 hours over 28 consecutive days.
- Different cyclic rostering may apply to different areas of operation in the business.
- Agreements to cyclic rostering must be recorded in writing and made available to the employees.

#### Clause 61.2 - Casual employees

- The minimum hours of work for a casual employee is 3 consecutive hours.
- Casual employees are not paid per performance. Casual employees can work a number of performances during a shift.
- When casual employees are required to work on at least 3 short performances (up to one hour in duration) on the same day, and the break between any 2 of those performances is at least 2 hours, those employees are paid a minimum of 2 hours for each such performance.

*Date of Effect: 1 January 2010*

*Updated: 2 March 2011*

### 61.1 Weekly employees

- (a) The ordinary hours of work for weekly employees will be 38 hours per week.
- (b) Ordinary hours may be worked Monday to Sunday between 7.00 am and 12 midnight.
- (c) Despite clause 61.1(b), a Production and Support Staff employee engaged specifically as a cleaner may be rostered to work ordinary hours between



12 midnight and 7.00 am and will receive an additional loading of **20%** of the minimum hourly rate for such work.

- (d) The number of ordinary hours to be worked on any day will be a minimum of 4 hours and a maximum of 12 hours, to be worked in no more than 2 periods. Each period will be continuous except for meal breaks.
- (e) Full-time employees will be entitled to 2 rostered days off work for every period of 7 days. The rostered days off will be consecutive wherever reasonably possible, provided that the rostered days off may by agreement accumulate up to a maximum of 6 days.
- (f) Weekly employees must be notified of their shifts 7 days' in advance by means of a roster placed in the staff room for access by all employees. The employer must give an employee at least 7 days' notice if any variation to the roster is intended, except in the case of emergency.
- (g) **Cyclic rostering**
  - (i) Cyclic rostering (that is, working hours other than as provided for in clauses 61.1(a) to 61.1(f)) may be implemented at the enterprise by agreement between the employer and the majority of employees concerned.
  - (ii) Where cyclic rostering is implemented, the ordinary hours of work will be an average of 38 hours per week and will not exceed 152 hours over 28 consecutive days.
  - (iii) Different cyclic rostering arrangements may apply to different areas of operation within the enterprise.
  - (iv) An agreement to implement cyclic rostering will be recorded in writing and be available to all employees.

## **61.2 Casual employees**

- (a) The ordinary hours of work for casual employees will be a minimum of 3 consecutive hours per day.
- (b) Ordinary hours may be worked Monday to Sunday between 7.00 am and 12 midnight.
- (c) Casual employees are not paid per performance.
- (d) Casual employees may be required to work on a number of performances during an engagement.
- (e) Where casual employees are required to work on the same day on at least 3 short performances (as defined in clause 2—Definitions), and there is a break

between any 2 of the short performances of at least 2 hours, those employees will be paid for a minimum of 2 hours for each of those performances.

## 62. Breaks

### COMMENTARY: CLAUSE 62 – BREAKS

If a production and support employee (whether casual or weekly) works more than 5 hours straight without a meal break, the time for the missed meal break is paid at 200% of the minimum hourly rate.

Weekly employees are paid a missed meal break penalty rate for one hour.

Casual employees are paid missed time for 30 minutes. After that, they return to ordinary time.

The provision does not apply to continuous shift workers and does not count as time worked when calculating ordinary hours.

*Date of effect: 15 April 2011*

### 62.1 Weekly employees

- (a) Weekly employees, in the ordinary course of work, will be entitled to meal breaks as follows:
  - (i) Lunch—one hour continuous between 12.00 noon and 3.00 pm;
  - (ii) Dinner—one hour continuous between 5.00 pm and 8.00 pm;
  - (iii) Supper—30 minutes between 10.00 pm and 12.00 midnight; and
  - (iv) Breakfast—one hour continuous between 7.00 am and 9.00 am but for cleaners, half an hour between 8.00 am and 9.00 am.
- (b) The span of hours during which meal breaks may be taken may be varied where specific work requirements necessitate it.
- (c) In the event that an employee is required to work more than 5 continuous hours without a suitable meal interval, the employee will be paid for the period which should be allowed as the meal interval at **200%** of the minimum hourly rate.
- (d) Provided that those employees working during the preparation of a stage production for the period of 7 days preceding the opening of the production will be paid at **150%** of the minimum hourly rate instead of the **200%** in clause 62.1(c), except on Sundays when **250%** of the minimum hourly rate will be paid.
- (e) No part of the time that should be allowed as a meal break will be counted as part of the ordinary hours of work within the meaning of clause 61—Ordinary hours of work and rostering.

**62.2 Casual employees**

Casual employees who work for more than 4 hours will be entitled to a minimum meal break of 30 minutes.

**62.3 All employees**

- (a) In the event that an employee is required to work more than 5 continuous hours without a suitable meal break, the employee will be paid for the period which should have been allowed as the meal break at **200%** of the minimum hourly rate. This payment will not apply to employees engaged to work on a continuous shift roster.
- (b) Despite clause 62.3(a), employees working during the preparation of a stage production for the 7 days before the opening of that production and who are required to work more than 5 continuous hours without a suitable meal break will be paid the following rates instead of the rate prescribed in clause 62.3(a):
  - (i) Monday to Saturday—**150%** of the minimum hourly rate; and
  - (ii) Sunday—**250%** of the minimum hourly rate.
- (c) The time that should be allowed as a meal break will not be counted as ordinary hours of work within the meaning of clause 61—Ordinary hours of work and rostering.

## 63. Overtime and penalty rates

[Varied by [PR723975](#); corrected by [PR724664](#); varied by [PR738928](#)]

### COMMENTARY: CLAUSE 63 – OVERTIME AND PENALTY RATES

#### 1. WEEKLY EMPLOYEES

- **Clause 63.1(a) – Ordinary hours:**

**Daily hours:** Weekly employees can be rostered a minimum of 4 and maximum of 12 hours per day. If an employee is rostered to work for more than 12 hours or are required for work for more than their rostered number of hours (even if the rostered hours are less than 12) then overtime is payable. For example, if an employee is rostered to work 7 ordinary hours on a day, any time worked in excess of 7 hours must be paid at the overtime rate.

The overtime rate is 150% of the minimum hourly rate for the first 2 hours and 200% of the minimum hourly rate after 2 hours

- **Clause 63.1 (b) – Rostered Days Off:** If an employee works on their rostered day off, they must be paid at 150% of the minimum hourly rate for the first 4 hours, and 200% of the minimum hourly rate after that. Full-time production and support employees are entitled to 2 rostered days off in each 7 day period (see clause 61.1(e)).

- **Clause 63.1(c): Weekly total hours:**

Full-time employees not engaged on a cyclical roster are paid 150% of the minimum hourly rate for all hours in excess of 38 hours per week.

If a full-time employees engaged under a cyclical roster, and completes the number of hours in the work cycle (76, 114, or 152) and works overtime within that work cycle (other than on a rostered day off) they are paid at 150% of the minimum hourly rate.

#### 2. ALL EMPLOYEES

- **Clause 63.3(d):** A 10-hour break is required after an employee works overtime following an ordinary shift. If the employee does not receive a 10-hour break after they work the overtime, then they will receive 200% of the minimum hourly rate until they are released from work for a 10 hour break if they are full-time, and 225% of the minimum hourly rate if they are casual.

*Date of effect: 1 January 2010*

*Updated: 7 March 2022*

**COMMENTARY: HOURS THAT ARE INCLUDED IN CALCULATING OVERTIME**

The following hours are counted as ordinary hours work for the purpose of calculating overtime for full-time production and support employees:

**1. ORDINARY HOURS WORKED**

- Ordinary full-time hours are 38 per week and 12 per day (see clause 61.1(a), 61.1(b), 61.1(c), and commentary above).

**2. PUBLIC HOLIDAYS**

- Public holidays that fall on a normal work day whether the employee works or not (if the hours are not overtime and cyclic rostering does not apply). See clause 21.5(a)

**3. PAID LEAVE**

- Paid leave – including annual leave and personal/sick leave (for ordinary hours only any overtime is not counted – that is hours which fall with 12 hours a day or 38 hours per week)

**4. HIGHER DUTIES**

- all hours performed at the higher duty rate. See clause 11.3(a) and 11.3(b)

**5. MISSED 10 HOUR BREAK BETWEEN SHIFTS AFTER WORKING OVERTIME**

- All hours worked until a 10 hour break is provided (see clause 63.3(d))

**6. SUNDAYS**

- For the first 12 hours – see clause 63.4(a)

**EXAMPLE: PUBLIC HOLIDAY**

A full-time employee (not on cyclical roster) works in accordance with their roster:

- **9 hours on Tuesday (which is a public holiday paid at 200% of the minimum hourly rate);**
- 8 hours on Wednesday; 8 hours on Thursday; 9 hours on Friday; 8 hours on Saturday (42 hours).

The employee is paid for **4 hours overtime on Saturday** at the rate of 150% of the minimum hourly rate.

This is because the public holiday hours are counted toward weekly hours for the purpose of calculating overtime.

**EXAMPLE: PAID LEAVE**

A full-time employee is rostered to work 12 hours on Monday; 10 hours on Tuesday; 8 hours on Wednesday; 8 hours on Thursday 8 hours on Friday (46 hours).

The employee is ill on Wednesday and takes paid personal/sick leave. **This day counts as part of their ordinary hours because it is ordinary hours they would have worked if they were not ill. Therefore, the employee still gets 8 hours overtime on Friday.**

A full-time employee is rostered to work 14 hours on Monday; 10 hours on Tuesday; 8 hours on Wednesday; 8 hours on Thursday 8 hours on Friday (48 hours).

The employee is ill on Monday and takes paid personal/sick leave. Only 12 hours (not 14 hours) on the Monday **count as part of their ordinary hours because overtime hours are not counted. Therefore, the employee is paid for 8 hours (not 10 hours) overtime on Friday.**

### 63.1 Weekly employees

Weekly employees will receive overtime calculated to the nearest quarter of an hour as follows:

- (a) for all work performed in excess of the rostered daily hours:
  - (i) 150% of the minimum hourly rate for the first 2 hours; and
  - (ii) 200% of the minimum hourly rate after 2 hours;
- (b) for all work performed on a rostered day off:
  - (i) 150% of the minimum hourly rate for the first 4 hours; and
  - (ii) 200% of the minimum hourly rate after 4 hours;
- (c) for all work performed in excess of the weekly total of hours—150% of the minimum hourly rate; and
- (d) for part-time employees who perform work in excess of 38 ordinary hours per week:
  - (i) 150% of the minimum hourly rate for the first 2 hours; and
  - (ii) 200% of the minimum hourly rate after 2 hours.

### 63.2 Casual employees

[63.2 varied by [PR723975](#); corrected by [PR724664](#) ppc 20Nov20]

- (a) A casual employee will receive overtime calculated to the nearest quarter of an hour.
- (b) A casual employee who works in excess of 8 ordinary hours per day will be paid overtime as follows:
  - (i) 175% of the minimum hourly rate for the first 2 hours; and
  - (ii) 225% of the minimum hourly rate after 2 hours.
- (c) 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 time in excess of 38 hours as follows:
  - (i) 175% of the minimum hourly rate for the first 4 hours; and
  - (ii) 225% of the minimum hourly rate after 4 hours.

NOTE: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 57.3 to the overtime rates for weekly employees prescribed by clause 63.1.

### 63.3 All employees

- (a) Where an employee is detained at work until it is too late to travel home by the last train, tram or other regular public transport, the employer will provide that employee with proper transport home.
- (b) Wherever possible, an employee will be given 24 hours' notice that the employee is required to work all night after an evening performance.

[63.3(c) substituted by [PR723975](#) ppc 20Nov20]

- (c) Full-time and part-time employees will be paid **200%** of the minimum hourly rate and casual employees at **225%** of the minimum hourly rate, for all work performed between 12 midnight and 7.00 am, except as provided in clause 61.1(c).

[63.3(d) varied by [PR723975](#) ppc 20Nov20]

- (d) An employee who works overtime on any day will be entitled to a break of 10 hours before starting work the following day. An employee who is required to resume work before the expiration of the 10 hour break will be paid at **200%** of the minimum hourly rate for a full-time or part-time employee and at **225%** of the minimum hourly rate for a casual employee, until released from work for a 10 hour break.

[NOTE inserted by [PR723975](#) ppc 20Nov20]

NOTE: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 57.3 to the overtime rates for full-time and part-time employees prescribed by clauses 63.3(c) and 63.3(d).

### 63.4 Sundays

[63.4(a) varied by [PR723975](#) ppc 20Nov20]

#### COMMENTARY: CLAUSE 63.4 – SUNDAYS

Ordinary hours or overtime may be worked on a Sunday. All work performed on a Sunday shall be paid at double time, with a minimum payment of 4 hours.

If work commences on a Saturday and continues into the Sunday, the 4 hour minimum call for Sunday work does not apply. ONLY work which commences on a Sunday requires a minimum 4 hour call to be paid.

*Date of effect: 1 January 2010*

*Updated: 20 November 2020*

- (a) A full-time or part-time employee who starts work on a Sunday will be paid **200%** of the minimum hourly rate for all time worked, including any overtime, with a minimum payment for 4 hours.

[New 63.4(b) inserted by [PR723975](#); substituted by [PR738928](#) ppc 14Mar22]

- (b) A casual employee who starts work on a Sunday will be paid **225%** of the minimum hourly rate for all time worked, including any overtime, with a minimum payment for 4 hours.

[63.4(c) inserted by [PR723975](#); corrected by [PR724664](#); deleted by [PR738928](#) ppc 14Mar22]

[63.4(b) renumbered as 63.4(d) by [PR723975](#); corrected by [PR724664](#) ppc 20Nov20; varied and renumbered as 63.4(c) by [PR738928](#) ppc 14Mar22]

- (c) Where an employee starts work on a Saturday and continues to work without a break on Sunday, the minimum payment for work performed on a Sunday as prescribed in clause 63.4(a) and 63.4(b) will not apply.

### 63.5 Travelling on Sundays, Public Holidays etc.

#### COMMENTARY: CLAUSE 63.5 – TRAVELLING ON SUNDAYS, PUBLIC HOLIDAYS ETC.

If an employer requires an employee to travel on a public holiday and they are not otherwise working and being paid under clause 21.5 – Public Holidays or under clause 63.4(a) – Sundays, then they are entitled to receive 10% of their weekly wage in addition to any travelling allowances. The travel time is to be counted as time worked.

*Date of effect: 13 November 2020*

If an employee engaged by the week is required by the employer to travel on a Sunday, a public holiday or any other day not rostered to work, the employee will, unless paid pursuant to clause 63.4(a) for working on a Sunday, or clause 21.5 for working on a public holiday, be paid an additional **10%** of the appropriate weekly rate in addition to the travelling allowance payable in respect of the Sunday or other rostered day off.



### 63.6 Special overtime and penalty provisions for sound and/or lighting companies

#### COMMENTARY: CLAUSE 63.6 – SPECIAL OVERTIME AND PENALTY PROVISIONS FOR SOUND AND/OR LIGHTING COMPANIES

##### Sound and/or lighting companies

Touring sound and/or lighting company employees are those that carry out work either at the factory or away from the factory directly in connection with the presentation of live performance and are designated by the employer as a tour employee. The only overtime penalty that such employees are entitled to under this Award is a 17.5% penalty averaging component for all purposes in the Award (instead of other loadings).

Factory sound and/or lighting company employees carry out work at the employer's usual place of business, where sound, lighting, audio visual or other equipment of the employer is located, or who work away from the employer's usual place of business not directly in connection with the presentation of live performance. Such employees accrue time of in lieu instead of overtime at the rate of one hour for each hour worked in excess of the 152 hour work cycle (over a period of 4 weeks).

*Date of effect: 1 January 2010*

- (a) All touring sound and/or lighting employees will receive a **17.5%** loading instead of overtime and penalty provisions for all purposes of this award.
- (b) Full-time factory sound and/or lighting employees will accrue time off instead of overtime at the rate of one hour for each hour worked in excess of the 152 hours over 28 consecutive days work cycle.

### 63.7 Special overtime and penalty provision for all crewing services employees

#### COMMENTARY: CLAUSE 63.7 – SPECIAL OVERTIME AND PENALTY PROVISIONS FOR ALL CREWING SERVICE EMPLOYEES

##### Crewing Service employees

The definition of a "crewing services employer" can be found in clause 2 of the Award. Employees of such an employer receive a penalty payment of 52.5% for all purposes of this Award for working between 11.00pm and 6.00am.

*Date of effect: 1 January 2010*

For all work between 11.00 pm and 6.00 am, a crewing services employee will receive a **52.5%** loading payment instead of overtime and penalty provisions for all purposes of this award.

**SCHEDULE A: CLASSIFICATION DEFINITIONS**

**SCHEDULE B: SUMMARY OF MONETARY ALLOWANCES**

**SCHEDULE C: SCHOOL-BASED APPRENTICES**

**SCHEDULE D: SUPPORTED WAGE SYSTEM**

**SCHEDULE E: AGREEMENT TO TAKE ANNUAL LEAVE IN  
ADVANCE**

**SCHEDULE F: AGREEMENT TO CASH OUT ANNUAL  
LEAVE**

**SCHEDULE G: AGREEMENT FOR TIME OFF INSTEAD OF  
PAYMENT FOR OVERTIME**

## **Schedule A—Classification Definitions**

### **A.1 Live Performance Employee Level 1**

#### **A.1.1 Production and Support Staff Level 1**

- (a)** A Production and Support Staff Level 1 employee is a trainee employee who is undertaking:
  - (i)** 6 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, work 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**

### **A.2.1 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) telephonist, receptionist, cashier, administration and information services duties;
  - (ix) laundry and/or dry-cleaning duties;
  - (x) intermediate sewing skills and fabric knowledge, whether machine or non-machine, and knowledge of dyeing fabrics;

- (xi) cleaning duties using specialised equipment and chemicals;
  - (xii) ushering, ticket taking, program/concession selling and food and beverage sales;
  - (xiii) applies theatre terminology and etiquette;
  - (xiv) painting and art finishing;
  - (xv) dressing; and
  - (xvi) costume decoration.
- (d) Indicative positions of this level include:
- (i) Basic Crowd Control
  - (ii) Car Park Attendant
  - (iii) Crewing Employee
  - (iv) Mail Room Attendant
  - (v) Program Seller
  - (vi) Stage Door Attendant
  - (vii) Stage Hand
  - (viii) Theatre Attendant/Usher
  - (ix) Ticket Seller (i.e. an employee required to deal with customer enquiries, sell tickets, handle and balance cash)
  - (x) Turnstile Attendant
  - (xi) Tour Guide

### **A.3 Live Performance Employee Level 3**

#### **A.3.1 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.
- (b) 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.
- (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 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) computer operation at a higher level than that of an employee at Level 2;
  - (x) intermediate keyboard and administrative skills;
  - (xi) performs basic quality checks on the work of others;
  - (xii) licensed and certificated for fork-lift, engine driving and crane driving operations to a higher level than Level 2;
  - (xiii) stage door duties;
  - (xiv) sewing and cutting skills and fabric knowledge, whether machine or non-machine at a level higher than Level 2;
  - (xv) advanced lifting and scene/props handling skills;
  - (xvi) scenery, building and prop construction techniques above Level 2;
  - (xvii) identifies and meets customer needs in a prompt and courteous manner;
  - (xviii) the ability to work under limited supervision;
  - (xix) reconciling and balancing cash and cash equivalents; and
  - (xx) following all identified security procedures of all the employer's clients.

- (d) Indicative positions of this level include:
- (i) Accounts Clerk
  - (ii) Assistant Scenic Artist
  - (iii) Booking Clerk
  - (iv) Box Office Customer Service Representatives (CSR)
  - (v) Call Centre CSR
  - (vi) Dispatch Clerk
  - (vii) Group Party Organiser
  - (viii) Marketing Assistant
  - (ix) Mechanist
  - (x) Publicity Assistant
  - (xi) Specialty Ticketing CSR
  - (xii) Stage Door Supervisor
  - (xiii) Unqualified Sound and/or Lighting Technician

#### **A.4 Live Performance Employee Level 4**

##### **A.4.1 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;
  - (ix) computer operation at a higher level than that of an employee at Level 3;
  - (x) superior keyboard and administrative skills;
  - (xi) in depth knowledge of ticketing systems and ticketing processes and procedures;
  - (xii) the ability to use customer feedback on products and services to improve service by recommending change to systems and processes;
  - (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) Accounts Clerks
  - (ii) Assistant Projectionist
  - (iii) Scenic Artist
  - (iv) Scheduling/Rostering Clerk
  - (v) Sound and/or Lighting Technician



## **A.5 Live Performance Employee Level 5**

### **A.5.1 Production and Support Staff Level 5/ Production and Support Staff Level 4 (Theatre)**

- (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.
- (b)** 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 keyboard and administrative skills at a higher level than Level 4;
  - (iv)** exercises discretion within the scope of this grade;
  - (v)** performs work under limited supervision either individually or in a team environment;
  - (vi)** able to inspect products and/or materials for conformity with established operational standards; and
  - (vii)** operates all lifting equipment incidental to the employees' work.
- (c)** 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.
- (d) 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) Food and Beverage Manager
  - (vii) Head Fly Operator
  - (viii) Prop Maker
  - (ix) Tailor
  - (x) Wig Maker

## **A.6 Live Performance Employee Level 6**

### **A.6.1 Production and Support Staff Level 6/Production and Support Staff Level 5 (Theatre)**

- (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.
- (b) 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) exercises keyboard and administrative skill at a higher level than Level 5.
- (c) Indicative of the tasks which an employee at this level may perform, are as follows:
  - (i) interprets detailed instructions and procedures for others;
  - (ii) ensures quality standards are met through consistency, timeliness, correctly following procedures, and responsiveness to the client's needs;
  - (iii) readily adapts to change in work procedures and associated technologies;
  - (iv) may use innovation to resolve issues which impact on own work area.
- (d) Indicative positions of this level include:
  - (i) Deputy Heads of Department
  - (ii) Deputy Stage Manager
  - (iii) Front of House Manager
  - (iv) Publicity/Marketing Officer

## **A.7 Live Performance Employee Level 7**

### **A.7.1 Company Dancer Level 1**

An employee in their first year as a professional dancer who has the appropriate training or equivalent experience and who is engaged to perform as a company member.

### **A.7.2 Performer Category 1 Grade 1**

- (a) A performer with less than 3 years' experience in the entertainment industry who is employed in theatrical productions performing as directed to an existing script or score choreography and who is required to exercise their artistic skills to a professional standard as required. An employee at this level will have appropriate qualifications or be able to demonstrate they possess skills of an equivalent standard.
- (b) Indicative tasks:
  - (i) acting;
  - (ii) singing;
  - (iii) dancing;
  - (iv) skating;
  - (v) aquatic performing;

- (vi) understudying; and
- (vii) any other type of performing.

## **A.8 Live Performance Employee Level 8**

### **A.8.1 Company Dancer Level 2**

A Level 2 employee is a dancer in their 2<sup>nd</sup> year of professional experience, provided that:

- (a) in addition to professional experience or further training progression from one level to the next is also on the basis of evident competence on artistic grounds; and
- (b) in assessing experience the following will be taken into account:
  - (i) The previous professional experience of the employee in Australia and overseas with subsidised and commercial companies and/or any further study or training undertaken since entry into the dance profession.
  - (ii) The minimum period of time of employment in the year concerned is 36 weeks on a full-time basis or substantially equivalent.

### **A.8.2 Production and Support Staff Level 7/Production and Support Staff Level 6 (Theatre)**

- (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.
- (b) 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;
  - (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.
- (c) 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) required to use innovation to resolve issues which impact on own work area;
  - (vi) accountable for ensuring overall quality standards are met through the importance of consistency, timeliness, correctly following 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 work health and safety.
- (d) Indicative positions of this level include:
  - (i) Box Office Manager
  - (ii) Event/Marketing Co-ordinator
  - (iii) Heads of Departments
  - (iv) Props Master
  - (v) Scenic Artist
  - (vi) Technical Supervisor
  - (vii) Wardrobe Supervisor

## **A.9 Live Performance Employee Level 9**

### **A.9.1 Musician**

Musician not required to accompany artists.

### **A.9.2 Performer Category 1 Grade 2**

A performer with more than 3 years' experience in the entertainment industry provided that the performer's theatrical engagements over the 3 year period amount to 18 weeks employment or an equivalent amount of work in other areas, who is employed in theatrical productions and performs the same duties as set out above but at a standard above and beyond that of a Performer Category 1 Grade 1.

### **A.9.3 Performer Category 2**

- (a) A performer who is employed as an act or part of an act in theatrical/live entertainment performances and who is responsible for the primary development of the work to be performed.
- (b) Indicative tasks are:
  - (i) as per Category 1; and
  - (ii) tasks relating to the development of the work to be performed, such as but not limited to:
    - developing the script and concept for the performance;
    - selecting the music; and
    - generally determining the content and presentation of the performance.

## **A.10 Live Performance Employee Level 10**

### **A.10.1 Company Dancer Level 3**

A Level 3 employee is a dancer in their 3<sup>rd</sup> year of professional experience, provided that:

- (a) in addition to professional experience or further training progression from one level to the next is also on the basis of evident competence on artistic grounds; and
- (b) in assessing experience the following will be taken into account:
  - (i) The previous professional experience of the employee in Australia and overseas with subsidised and commercial companies and/or any further study or training undertaken since entry into the dance profession.
  - (ii) The minimum period of time of employment in the year concerned is 36 weeks on a full-time basis or substantially equivalent.

### **A.10.2 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.

- (b)** 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.
- (c)** 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.
- (d)** Indicative positions of this level include:
  - (i)** Publicity/Marketing Supervisor
  - (ii)** Stage Manager
  - (iii)** Team Leaders—Call Centre

## **A.11 Live Performance Employee Level 11**

### **A.11.1 Company Dancer Level 4**

- (a) A Level 4 employee is a dancer in their 4<sup>th</sup> year of professional experience, provided that:
- (i) in addition to professional experience or further training progression from one level to the next is also on the basis of evident competence on artistic grounds; and
  - (ii) in assessing experience the following will be taken into account:
    - The previous professional experience of the employee in Australia and overseas with subsidised and commercial companies and/or any further study or training undertaken since entry into the dance profession.
    - The minimum period of time of employment in the year concerned is 36 weeks on a full-time basis or substantially equivalent.

### **A.11.2 Musician required to accompany artists**

### **A.11.3 Opera Principal**

A performer who is employed to undertake lead roles in opera and operetta.

## **A.12 Live Performance Employee Level 12**

### **A.12.1 Company Dancer Level 5**

- (a) A Level 5 employee is a dancer in their 5<sup>th</sup> and 6<sup>th</sup> years of professional experience.
- (b) In addition to professional experience or further training, progression from one level to the next is also on the basis of evident competence on artistic grounds.
- (c) In assessing experience, the following will be taken into account:
- (i) The previous professional experience of the employee in Australia and overseas with subsidised and commercial companies and/or any further study or training undertaken since entry into the dance profession.
  - (ii) The minimum period of time of employment in the year concerned is 36 weeks on a full-time basis or substantially equivalent.

## **A.13 Live Performance Employee Level 13**

### **A.13.1 Company Dancer Level 6**

A dancer who is in their 7<sup>th</sup> and 8<sup>th</sup> years of professional work and who demonstrates highly developed dance skills, interpretative skills, dramatic and presentational skills.



**A.13.2 Technical Manager**

**A.14 Live Performance Employee Level 14**

**A.14.1 Company Dancer Level 7**

A dancer will progress from Level 6 to Level 7 when they fulfil the following criteria:

- (a) A minimum of 8 years full-time professional experience or substantially equivalent, as defined, with advanced dance skills, interpretative skills and dramatic and presentational skills.
- (b) Ability to understudy and perform major roles and/or character roles on a regular basis or in the case of contemporary companies performing ensemble-based repertoire, to perform solo or perform with a high degree of artistry as a member of the ensemble.
- (c) As required, demonstrate excellent partnering skills (either sex).
- (d) Demonstrate a high degree of professionalism in all that they do and at least one of the following as agreed between the employer and the employee:
  - (i) Recognition that they possess a special quality of performance and interpretation of roles, such recognition to come from 2 of the following sources—industry peers, colleagues, media;
  - (ii) Demonstrate and provide leadership;
  - (iii) Ability to assist management with promotion of the company, either through personal appearances or by advice to management, upon reasonable request.

**A.14.2 Principal Musician**

**A.14.3 Vocalist**

**A.15 Live Performance Employee Level 15**

**A.15.1 Conductor-Leader**

## Schedule B—Summary of Monetary Allowances

[Varied by [PR718899](#), [PR719051](#); corrected by [PR726038](#); varied by [PR729340](#), [PR729524](#); corrected by [PR739155](#); varied by [PR740766](#), [PR740930](#), [PR750833](#), [PR762190](#), [PR762356](#), [PR773968](#), [PR774138](#)]

See clauses 14, 31, 32, 41, 44, 51, and 60 (Allowances) for full details of allowances payable under this award.

### B.1 Wage-related allowances

[B.1.1 varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

**B.1.1** The wage-related allowances in this award are based on the [standard rate](#) as defined in Clause 2—Definitions as the minimum weekly rate for a Level 4 employee in clause 11.1 = **\$1032.30**.

Allowance	Clause	% of standard rate	\$	Payable
<b>Part 5—Performers and Company Dancers</b>				
Nude allowance	32.2(a)	2.75	28.39	per week
Assistant Stage Manager allowance	32.2(b)	5.4	55.74	per week
Driver or a person in charge whilst on tour	32.2(c)	7.0	72.26	per week
Making of an advertisement—television or radio (4 hour minimum payment)	32.2(f)	4.9	50.58	per hour
Understudy allowances (part understudied)—Star role	32.2(h)(i)	6.78	69.99	per week
Understudy allowances (part understudied)—Leading role	32.2(h)(i)	4.84	49.96	per week

**Live Performance Award 2020**

<b>Allowance</b>	<b>Clause</b>	<b>% of standard rate</b>	<b>\$</b>	<b>Payable</b>
Understudy allowances (part understudied)— Supporting role	32.2(h)(i)	2.91	30.04	per week
Understudy allowances (part understudied)— Minor supporting role	32.2(h)(i)	2.32	23.95	per week
Understudy allowances (additional amount per performance)— Star role	32.2(h)(ii)	14.54	150.10	per performance
Understudy allowances (additional amount per performance)— Leading role	32.2(h)(ii)	9.68	99.93	per performance
Understudy allowances (additional amount per performance)— Supporting role	32.2(h)(ii)	5.82	60.08	per performance
Understudy allowances (additional amount per performance)— Minor supporting role	32.2(h)(ii)	4.64	47.90	per performance
Dance Captain allowance	32.2(h)(iv)	5.18	53.47	per week
Deputy Ballet Master/Mistress	32.2(i)(i)	12.19	125.84	per week
Company dancer supervising classes on irregular basis	32.2(i)(ii)	6.09	62.87	per class

**Live Performance Award 2020**

<b>Allowance</b>	<b>Clause</b>	<b>% of standard rate</b>	<b>\$</b>	<b>Payable</b>
<b>Part 6—Musicians</b>				
Instrument doubling allowances—instrument supplied by employee <sup>1</sup>	41.2(a)(i)			per instrument per call
Instrument doubling allowances—instrument supplied by employer <sup>1</sup>	41.2(a)(i)			per instrument per call
Supply of music—weekly employee	41.2(b)(i)	4.0	41.29	per week
Supply of music—casual employee	41.2(b)(ii)	1.3	13.42	per call
Soloist—performing solo in orchestra	41.2(c)	0.7	7.23	per instrument per call
Televised performance	41.2(f)(i)	14.02	144.73	per performance
Radio broadcast	41.2(f)(ii)	15.12	156.08	per broadcast
Simulcast broadcast	41.2(f)(iii)	28.82	297.51	per simulcast
Audio-visual or visual recording of performance	41.2(f)(iv)	20.7	213.69	per performance
Audio recording of performance—for which there can be 21 minutes of finished material	41.2(f)(v)	15.12	156.08	per performance

**Live Performance Award 2020**

<b>Allowance</b>	<b>Clause</b>	<b>% of standard rate</b>	<b>\$</b>	<b>Payable</b>
<b>Part 7—Striptease Artists</b>				
Parades involving exposure of parts of the body	51.2(c)	3.3	34.07	per parade
<b>Part 8—Production and Support Staff</b>				
Transmission or recording of performance allowance—one payment only	60.2(a)	15.9	164.14	single payment

<sup>1</sup> Allowance is calculated as a percentage of the total minimum call rate – see clause 41.2(a).

**B.1.2 Automatic adjustment of wage-related allowances**

[B.1.2 renamed and substituted by [PR750833](#) ppc 15Mar23]

The amount of each wage-related allowance is the percentage of the [standard rate](#) specified for the allowance and will automatically adjust to reflect the specified percentage when the [standard rate](#) is varied.

**B.2 Other rates**

[B.2 varied by [PR718899](#); corrected by [PR726038](#); varied by [PR729340](#), [PR740766](#), [PR762190](#), [PR773968](#) ppc 01Jul24]

<b>Casual Rehearsal/ Performance Rates</b>	<b>Clause</b>	<b>% of standard rate</b>	<b>\$</b>	<b>Payable</b>
<b>Part 5—Performers and Company Dancers</b>				
Rehearsal payment, minimum one hour	31.6(c)(i)	4.8	49.55	per hour

<b>Casual Rehearsal/ Performance Rates</b>	<b>Clause</b>	<b>% of standard rate</b>	<b>\$</b>	<b>Payable</b>
Rehearsal payment, for each subsequent half hour or part thereof	31.6(c)(i)	2.4	24.78	per half hour or part thereof
Rehearsal payment, if employee leaves prior to one hour	31.6(c)(ii)	2.4	24.78	per half hour or part thereof of actual time worked
Casual supernumeraries, minimum call payment	31.6(e)	3.4	35.10	per hour

### **B.3 Expense-related allowances**

[B.3.1 varied by [PR719051](#), [PR729524](#) ppc 01Nov21; corrected by [PR739155](#) ppc 14Mar22; varied by [PR740930](#), [PR762356](#), [PR774138](#) ppc 01Jul24]

**B.3.1** The following expense-related allowances will be payable to employees in accordance with clauses 14—General allowances, 32.3, 33.2(e)(iv), 34.1(e), 41.3, 44.6 and 60.3:

<b>Allowance</b>	<b>Clause</b>	<b>Applicable CPI figure</b>	<b>\$</b>	<b>Payable</b>
<b>Part 2—General Employment Conditions</b>				
Use of vehicle allowance	14.2(b)	Private motoring sub-group	0.98	per km
Laundry allowance—weekly and full time employees— blouses and shirts	14.2(d)(i)	All groups	4.39	per week
Laundry allowance—weekly and full time employees—other garments	14.2(d)(i)	All groups	11.42	per week

**Live Performance Award 2020**

<b>Allowance</b>	<b>Clause</b>	<b>Applicable CPI figure</b>	<b>\$</b>	<b>Payable</b>
Laundry allowance—other than weekly and full-time employees—per day	14.2(d)(ii)	All groups	3.52	per day
Laundry allowance—other than weekly and full-time employees—maximum per week	14.2(d)(ii)	All groups	15.91	per week
Travel to and from airports—reimbursement—a maximum amount of	14.3(b)	Private motoring sub-group	50.02	per occasion
Accommodation allowance— one week or less	14.3(c)	Domestic holiday travel and accommodation sub-group	234.50	per night
Accommodation allowance— more than one week—per night	14.3(d)	Domestic holiday travel and accommodation sub-group	178.90	per night
Accommodation allowance— more than one week— maximum per week	14.3(d)	Domestic holiday travel and accommodation sub-group	894.63	per week
Accommodation allowance— where employer does not provide accommodation— maximum weekly amount— Sydney and Melbourne	14.3(e)	Domestic holiday travel and accommodation sub-group	1791	per week

Live Performance Award 2020

Allowance	Clause	Applicable CPI figure	\$	Payable
Accommodation allowance—where employer does not provide accommodation—maximum weekly amount—Adelaide, Hobart, Perth and Brisbane	14.3(e)	Domestic holiday travel and accommodation sub-group	1264	per week
Accommodation allowance—where employer does not provide accommodation—maximum weekly amount—Canberra	14.3(e)	Domestic holiday travel and accommodation sub-group	1540	per week
Accommodation allowance—where employer does not provide accommodation—maximum weekly amount—other places	14.3(e)	Domestic holiday travel and accommodation sub-group	1178	per week
Meals while travelling—one to 4 days—per meal period	14.3(g)	Take away and fast foods sub-group	35.13	per meal period
Meals while travelling—one week (5 working days) or more—maximum per week	14.3(h)	Take away and fast foods sub-group	356.29	per week
Meals while travelling—one week (5 working days) or more—per day	14.3(h)	Weekly allowance / 5	71.26	per day
Incidentals allowance while travelling one week (5 working days) or more—maximum per week	14.3(i)	Domestic holiday travel and accommodation sub-group	110.93	per week
Incidentals allowance while travelling one week (5 working days) or more—per day	14.3(i)	Weekly allowance / 5	22.19	per day



Live Performance Award 2020

Allowance	Clause	Applicable CPI figure	\$	Payable
<b>Part 5—Performers and Company Dancers</b>				
Wardrobe and make-up allowances—supplying clothing/accessories if already in employee’s possession	32.3(a)(iv)	Clothing and footwear group	8.20	per article per week
Wardrobe and make-up allowances—minimum payment per week	32.3(a)(iv)	Clothing and footwear group	10.50	per week
Wardrobe and make-up allowances—for each pair of shoes per week	32.3(a)(iv)	Clothing and footwear group	4.15	per week
Performance allowances—meal between performances—if break less than 2 hours—Company Dancers	33.2(e)(iv)	Take away and fast foods sub-group	22.59	per occasion
Performance allowances—meal between performances—if break less than 2 hours—Performers and Company Dancers	34.1(e)	Take away and fast foods sub-group	35.13	per occasion
<b>Part 6—Musicians</b>				
Upkeep allowances—employee who supplies one or more instruments	41.3(a)	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group	1.94	per instrument per call

Live Performance Award 2020

Allowance	Clause	Applicable CPI figure	\$	Payable
Upkeep allowances—Harpist	41.3(b)	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group	5.10	per call
Upkeep allowances—Percussionist who provides percussion kit	41.3(c)	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group	12.37	per week
Travel on Sunday	44.6(b)	Transport group	14.23	per occasion
<b>Part 8—Production and Support Staff</b>				
Meal allowances—Working beyond 8.00am—if work commenced at or before 12.00 midnight—other than cleaners	60.3(a)(i)	Take away and fast foods sub-group	22.59	per meal interval
Meal allowances—2 back to back performances	60.3(a)(ii)	Take away and fast foods sub-group	22.59	per occasion

Allowance	Clause	Applicable CPI figure	\$	Payable
Tools and equipment allowance—supply of own tools—Heads of Departments	60.3(b)(i)	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group	11.03	per week
Tools and equipment allowance—supply of own tools—employees other than Heads of Departments	60.3(b)(ii)	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group	1.14	per day

**B.3.2 Adjustment of expense-related allowances**

- (a) At the time of any adjustment to the [standard rate](#), each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Accommodation allowance	Domestic holiday travel and accommodation sub-group
Incidentals allowance	Domestic holiday travel and accommodation sub-group

**Live Performance Award 2020**

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Laundry allowance	All groups
Meal allowance	Take away and fast foods sub-group
Travel allowance	Transport group
Tools and equipment allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Upkeep allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Vehicle allowance	Private motoring sub-group
Wardrobe and make-up allowance	Clothing and footwear group

## **Schedule C—School-based Apprentices**

- C.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- C.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- C.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- C.4** For the purposes of clause C.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is **25%** of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- C.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- C.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- C.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed 6 years.
- C.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each 2 years of employment as an apprentice.
- C.9** The apprentice wage scales are based on a standard full-time apprenticeship of 4 years (unless the apprenticeship is of 3 years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- C.10** If an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- C.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

## Schedule D—Supported Wage System

[Varied by [PR729672](#), [PR742256](#), [PR762969](#), [PR774051](#)]

**D.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

**D.2** In this schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.

**relevant minimum wage** means the minimum wage prescribed in this award for the class of work for which an employee is engaged.

**supported wage system** (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au).

**SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

### **D.3 Eligibility criteria**

**D.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

**D.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

## D.4 Supported wage rates

D.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause D.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

[D.4.2 varied by [PR729672](#), [PR742256](#), [PR762969](#), [PR774051](#) ppc 01Jul24]

D.4.2 Provided that the minimum amount payable must be not less than **\$106** per week.

D.4.3 Where an employee's assessed capacity is **10%**, they must receive a high degree of assistance and support.

## D.5 Assessment of capacity

D.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

D.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the [Act](#).

## **D.6 Lodgement of SWS wage assessment agreement**

**D.6.1** All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

**D.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

## **D.7 Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

## **D.8 Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

## **D.9 Workplace adjustment**

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

## **D.10 Trial period**

**D.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

**D.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

[D.10.3 varied by [PR729672](#), [PR742256](#), [PR762969](#), [PR774051](#)]

**D.10.3** The minimum amount payable to the employee during the trial period must be no less than **\$106** per week.



- D.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- D.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.5.

### Schedule E—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:**

The amount of leave to be taken in advance is: \_\_\_\_\_ hours/days

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*[If the employee is under 18 years of age - include:]*

**I agree that:**

**if, on termination of the employee’s employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.**

Name of parent/guardian: \_\_\_\_\_

**Live Performance Award 2020**

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

### Schedule F—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:**

The amount of leave to be cashed out is: \_\_\_\_\_ hours/days

The payment to be made to the employee for the leave is: \$\_\_\_\_\_ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: \_\_\_/\_\_\_/20\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

## Schedule G—Agreement for time off instead of payment for overtime

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:**

Date and time overtime started: \_\_\_/\_\_\_/20\_\_\_ am/pm

Date and time overtime ended: \_\_\_/\_\_\_/20\_\_\_ am/pm

Amount of overtime worked: \_\_\_\_\_ hours and \_\_\_\_\_ minutes

**The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.**

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_/\_\_\_/20\_\_\_

[Schedule H—Part-day Public Holidays deleted by [PR747403](#) ppc 14Nov22]

[Schedule X—Additional Measures During the COVID-19 Pandemic varied by [PR737963](#); deleted by [PR746868](#) ppc 17Oct22]