



**The Australian Ballet Technical Staff
Enterprise Agreement 2023 - 2025**

Table of Contents

PART A – APPLICATION AND OPERATION OF THIS AGREEMENT	4
1. TITLE	4
2. COMMENCEMENT AND DURATION.....	4
3. DEFINITIONS	4
4. COVERAGE.....	5
5. APPLICATION	5
6. COMMITMENTS.....	6
PART B- COMMUNICATION, CONSULTATION, DISPUTE RESOLUTION	8
7. COMMUNICATION.....	8
8. CONSULTATION AROUND MAJOR WORKPLACE CHANGE	8
9. CONSULTATION AROUND ANNUAL SCHEDULE	9
10. RELATIONSHIP WITH MEAA.....	10
11. DISPUTE RESOLUTION	10
PART C TERMS OF ENGAGEMENT	12
12. TYPES OF EMPLOYMENT.....	12
13. STAFFING LEVELS.....	13
14. TERMINATION OF EMPLOYMENT.....	13
15. CLASSIFICATIONS	14
PART D WAGES, SALARIES AND RELATED MATTERS	15
16. PAYMENT OF WAGES	15
17. SALARY INCREASES	15
18. SALARIES.....	15
19. SUPERANNUATION	17
20. WORK-RELATED (NOT TRAVEL) ALLOWANCES	17
21. RECORDING AND BROADCAST ALLOWANCE	19
PART E HOURS/ DAYS OF WORK, OVERTIME, TRAVEL, SCHEDULING	21
22. HOURS OF WORK.....	21
23. BREAKS.....	22
24. WORK ON MONDAYS, SUNDAYS AND SIXTH DAYS	23
25. PUBLIC HOLIDAYS.....	25
26. OVERTIME AND TIME OFF IN LIEU (TOIL)	26
27. SPECIAL EVENTS AND AUDIENCE ENGAGEMENT PROGRAMS (AEPs)	29
28. SPLIT TOURING AND SIMULTANEOUS SEASONS	29
29. TRAVEL	30
30. OVERSEAS TRAVEL	33
PART F OCCUPATIONAL HEALTH & SAFETY	35
31. OCCUPATIONAL HEALTH & SAFETY MATTERS	35

PART G – LEAVE ENTITLEMENTS..... 36
 32. LEAVE ENTITLEMENTS 36
APPENDIX (I) 40
APPENDIX (II) 45
PART F – EXECUTION OF AGREEMENT..... 47

PART A – APPLICATION AND OPERATION OF THIS AGREEMENT

1. TITLE

This Agreement shall be known as The Australian Ballet Technical Staff Enterprise Agreement 2023-2025.

2. COMMENCEMENT AND DURATION

This Agreement commences seven days after it is approved by the Fair Work Commission.

2.1 This Agreement shall have a nominal expiry date of 1 February 2025.

2.2 The conditions of this Agreement shall continue to apply until replaced by a new agreement.

3. DEFINITIONS

In this Agreement, unless the contrary intention appears:

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

Actual Rate of Pay is the amount an employee would normally receive according to their salary.

Award means the Live Performance Award 2020 as amended from time to time and is the Parent Award of this Agreement.

Clause means clause of this Agreement, unless otherwise specified.

Commencement Date means the day this Agreement commences operation in accordance with Clause 2.

Company or **Employer** means The Australian Ballet.

Company Policy means policies adopted and subject to variation or withdrawal by the Company, at the Company's absolute discretion. For the avoidance of doubt, Company Policy does not form part of this Agreement.

Employee means a person employed by the Company under this Agreement.

Fair Work Commission or **FWC** means the national workplace relations tribunal.

Live/Recording for Broadcast Week is a week in which there are additional calls for the purposes of either recording a ballet for delayed broadcast or preparing for a live broadcast.

Live Streaming Week is a week where content is delivered in the format of a delayed simulcast and is not intended for distribution beyond the period for which it is made available to view online. Live streaming is different and distinct from broadcasting, in that it does not involve post production for the purposes of commercial distribution.

MEAA means the Media, Entertainment and Arts Alliance.

NES means the National Employment Standards.

Performance means a performance given by an Employee or Employees before an audience, except in the case of a final dress rehearsal attended by guests of the Employees or Company staff.

Production Week shall be defined as the period where the Company is bumping in a production or where the company is changing over from one production to another. If the production period extends into a second week then this shall be considered an additional Production Week.

Performance Week shall be defined as any week, other than a Production Week, during which the Company is in whole or in part resident in a theatre or performance space.

Titles or **Positions** referred to in this Agreement refer to those in place at the date of approving the Agreement, or subsequent positions with similar responsibilities.

4. **COVERAGE**

This Agreement applies to The Australian Ballet, its Technical Employees employed in the classifications set out in Clause 15, and the Media, Entertainment & Arts Alliance.

5. **APPLICATION**

5.1 This Agreement shall replace the provisions of *The Australian Ballet Technical Staff Enterprise Agreement 2021-2023* [AE513684].

5.2 This Agreement incorporates the full terms of the Award. Except where the express contrary intention appears in this Agreement, where a term of this Agreement is inconsistent with a term of the Award, the term of the Agreement shall apply to the extent of the inconsistency.

Any increases to the minimum rates of pay in the Award as a result of the FWC's Annual Wage Review shall not affect the minimum rates payable in this Agreement, unless the minimum base rates of pay in the Award are greater than the minimum base rates of pay in this Agreement.

5.3 **The National Employment Standards and this Agreement**

The National Employment Standard (**NES**) and this Agreement contain the minimum conditions of employment for Employees covered by this Agreement. Where a term of this Agreement conflicts with a term in the NES, the more favourable provision to the Employee shall apply.

The Company must ensure that copies of this Agreement and the NES are available to all Employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

5.4 **Renegotiation of Agreement**

The Company agrees to issue the Notice of Representational Rights no later than 6 months prior to the nominal expiry date of this Agreement.

The parties agree to begin, by no later than 6 months prior to the nominal expiry date of this Agreement, negotiations for a new agreement to replace this one.

5.5 **Variation of the Agreement**

In accordance with Division 7 of Part 2.4 of the Act, the terms and conditions of this Agreement can be varied during its life where the Company, the MEAA, and the majority of Employees affected consent to the variation sought. Provided that such variation would not result in a reduction in overall terms and conditions of employment of such Employees, it will become a schedule to this Agreement.

6. COMMITMENTS

6.1 This Agreement contains a framework which recognises the required level of skill and competence within which the permanent technical Employees of the Company shall be remunerated in fulfilling their obligations under their relevant classification.

6.2 Throughout the life of this Agreement the parties are committed to working together to:

- (a) maintain a constructive and harmonious employment environment;
- (b) recognise the professionalism, competence and skill of Employees, and their contribution to the Company's activities;
- (c) achieve greater flexibility in working hours without incurring loss of income and without affecting repertoire production and annual schedule requirements, within the framework of a safe working environment;
- (d) provide a healthy and safe workplace; and
- (e) promote a satisfying working environment and good morale within the Company.

Additionally, throughout the life of this Agreement, the Company agrees to consult with the parties affected on any major workplace change, and the Employees agree to participate in the consultation process.

6.3 Individual Flexibility Arrangements

- (a) The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Company and the individual Employee.
- (b) The terms the Company and the individual Employee may agree to vary the application of are those concerning:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; and
 - (v) leave loading
- (c) The Company and the individual Employee must have genuinely made the agreement without coercion or duress.
- (d) The Company must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the Act; and
 - (ii) are not unlawful terms under section 194 of the Act; and
 - (iii) result in the employee being better off overall than the Employee would be if no arrangement was made.
- (e) The Company must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the Company and Employee; and

- (iii) is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (iv) includes details of:
 - the terms of the Agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and
 - how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- (v) states the day on which the arrangement commences.
- (f) The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (g) The Company or Employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Company and Employee agree in writing — at any time.
- (h) An Employee is entitled to be represented in relation to the making of an individual flexibility arrangement under this clause. Where the Company intends to reach any individual flexibility arrangement under this Agreement, and the Employee requests, the Company must inform the MEAA in writing of the Company's intent to enter such an arrangement and the proposed terms and effects of that arrangement. For the avoidance of doubt, informing the MEAA under this clause does not require that the MEAA approve or consent to the individual flexibility arrangement.
- (i) Entering into an individual flexibility arrangement must not be made a condition of employment for any prospective Employee.

6.4 No Reduction of Salary

An Employee, who on the date of this Agreement coming into force, is receiving a higher rate of pay than is set out in the rates for their classification in Clauses 17 and 18 will not have their rate of pay reduced as a consequence of the Agreement coming into operation and will continue to receive annual salary increases in accordance with Clause 17.

6.5 Anti-Discrimination

- (a) It is the intention of the parties to this Agreement to achieve the principal object in section 351(1) of the Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual orientation, breastfeeding, gender identity, intersex status, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- (b) Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- (c) Nothing in this Clause is to be taken to affect:
 - (i) any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth or anti-discrimination legislation;
 - (ii) an Employee, employer or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction; or
 - (iii) the exemptions in section 351(2) of the Act.

PART B- COMMUNICATION, CONSULTATION, DISPUTE RESOLUTION

7. COMMUNICATION

During the life of this Agreement, Technical Employees and the Company agree to develop and implement procedures to enhance consultation with, and engagement from, the Employees in organisational work planning.

8. CONSULTATION AROUND MAJOR WORKPLACE CHANGE

8.1 This Clause applies if the Company is in the process of making a decision to introduce a:

- (a) major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- (b) a change to Employees' regular roster or ordinary hours of work.

8.2 In this Clause, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

8.3 As soon as practicable after making its decision, the Company must:

- (a) notify and consult with MEAA and any relevant Employees who may be affected by the decision;
- (b) discuss with MEAA and the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (c) for the purposes of the discussion provide, in writing, to MEAA and the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
any other matters likely to affect the employees provided that the Company is not required to disclose confidential or commercially sensitive information the disclosure of which would be contrary to the Company's interests;
- (d) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and

- (e) give prompt and genuine consideration to matters raised about the major change by the Employees and/or MEAA.

- 8.4 As soon as a final decision has been made, the Company must notify MEAA and the Employees affected, in writing, and explain the effects of the decision.
- 8.5 The relevant Employees may appoint a representative for the purposes of the procedures in this Clause. If a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation and the Employee or Employees advise the Company of the identity of the representative, the Company must recognise the representative.
- 8.6 If a Clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in this Clause are taken not to apply.
- 8.7 The parties agree to act in good faith in relation to the consultation process.
- 8.8 While consultation is occurring, the parties will abide by the status quo that existed immediately before the subject matter arose.
- 8.9 'Good faith' includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons and to refrain from unfair conduct that undermines consultation.

9. CONSULTATION AROUND ANNUAL SCHEDULE

- 9.1 It is a condition of this Agreement that permanent Employees shall be involved in planning the annual schedule to ensure that the workload is appropriate and takes into account the provisions of the annualised salary.
- 9.2 By June 2024, the Company must meet with permanent Employees and provide all information relevant to the annual schedule proposed for 2026, including but not limited to:
 - (a) dates and complexity of all proposed seasons, including requirements of Regional, Storytime and international touring, split seasons, audience engagement programs, extra-curricular activities, and special events as far as they are known;
 - (b) a breakdown of each production week, performance week and ordinary/rehearsal week and annual leave week;
 - (c) a breakdown of which technical Employee/positions will be required for each tour and their locations;
 - (d) a summary of the estimated number of Sundays, public holidays and sixth days (other than in production weeks) to be worked according to the schedule;
 - (e) identification of periods where additional hours may be required;
 - (f) identification of periods where additional staffing may be required.
- 9.3 After the information set out in Clause 9.2 has been provided but before a definite decision is made in relation to the schedule, the Company must seek the views of permanent Employees about the annual schedule proposal and give prompt consideration to concerns or Employee proposals in relation to the schedule.

9.4 The Company will seek to begin consulting with the permanent Employees in relation to its annual schedule 18 months prior to the applicable annual schedule being finalised beyond the expiration of this Agreement.

10. RELATIONSHIP WITH MEAA

10.1 The Company recognises MEAA as the union representing Employees of the Company and acknowledges that MEAA has the right to manage its affairs and represent and organise in the workplace. Employees will have reasonable access to MEAA officials at the workplace in paid time.

10.2 The Company will recognise MEAA delegates in their capacity as workplace representatives of Employees and will treat them fairly and allow them to perform their role without interference.

10.3 Union delegates will have the right to perform their functions in paid time, including discussions and consultation with union members, representing members in disputes and participating in collective bargaining.

10.4 Union delegates may take up to three days leave per annum, each to attend to union business including training, meeting and information sessions conducted by MEAA. Leave will be at a time agreed by the Director of Technical and Production or relevant (or appointed) manager; such leave will not be unreasonably withheld.

10.5 Delegates will be paid their average earnings during any such periods of delegates' leave.

11. DISPUTE RESOLUTION

11.1 If a dispute relates to:

- (a) a matter arising under this Agreement; and/or
- (b) the NES; and/or
- (c) any other matters pertaining to the relationship between the employer and employee/s and/or to the relationship between the employer and MEAA (including a dispute about whether a workplace right has been breached;

this term sets out the procedures to settle the dispute.

11.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

11.3 In the first instance, the parties to the dispute must genuinely attempt to resolve the dispute at the workplace level, with discussions between the Employee or Employees and relevant supervisors and/or management.

11.4 If a party to the dispute, who is covered by this Agreement, refers the dispute through the internal resolution procedure in Clause 11.3, the process must be consistent with the rules of procedural fairness.

11.5 If discussions in the workplace do not resolve the dispute, or where the dispute is of such a nature that direct discussions between the Employee/s and their immediate supervisor are inappropriate, a party to the dispute may refer the matter to the FWC.

11.6 The FWC may deal with the dispute in two stages:

- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

If the FWC arbitrates the dispute, it may also use the powers available to it under the Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div. 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

11.7 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
- (b) an Employee must comply with a direction given by the Company to perform other available work at the same workplace, or another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

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

PART C TERMS OF ENGAGEMENT

12. TYPES OF EMPLOYMENT

12.1 An Employee will be engaged on one of the following bases, according to their skill and competence, which will be confirmed in writing:

- (a) on an ongoing basis (permanent); or
- (b) for a particular period, or project, or for the run of a production (seasonal); or
- (c) by the hour or the call (casual).

12.2 Permanent Employment

- (a) A permanent Employee may be employed either full-time or part-time.
- (b) A full-time Employee is an employee who is engaged by the week and subject to the provisions of Clause 18.2.
- (c) A part-time Employee is entitled to the salary and conditions applying to a full-time Employee, on a pro rata basis according to their agreed ordinary hours of work.

12.3 Seasonal Employees

- (a) For the avoidance of all doubt, this Agreement expressly incorporates clause 58 of the Award in its entirety. Clause 58 of the Award continues to cover the employment of seasonal employees by the Company. The subclauses below are intended to be ancillary to clause 58 of the Award. Where there is any inconsistency between the Award and the Agreement in relation to seasonal employees, the Award will be taken to apply to the extent of any such inconsistency.
- (b) A seasonal Employee will mean a weekly Employee engaged either as full-time or part-time on a fixed term contract.
- (c) Seasonal part-time employees are entitled to the salary and conditions applied to a seasonal full-time employee, on a pro-rata basis, according to their agreed hours of work.
- (d) The duration of a seasonal contract will be determined in advance by agreement and the following provisions will apply:
 - (i) the contract shall be for a maximum of 12 months and may be renewed or extended subject to Clause 12.3(d)(v);
 - (ii) conditions of employment will be those applying to weekly Employees covered by this Agreement;
 - (iii) where a new seasonal contract is offered and taken up immediately upon the expiry of a previous contract, the total period of employment will be treated as if it was continuous for entitlement purposes. Except where seasonal contracts are consecutive in this way, each period of seasonal employment is separate from any other, and no accumulation of benefits applies;
 - (iv) a contract of seasonal employment expires at the end of the agreed fixed term, without the need for either party to give notice, unless it is otherwise terminated during the fixed term in accordance with Clause 14; and
 - (v) at the conclusion of a seasonal contract the company will give due consideration to offering the Employee a permanent position. If this is not possible the Employee may be offered another contract in the terms set out above.

12.4 Casual Employees

- (a) A casual employee means a casual employee as defined by section 15A of the Act.
- (b) An Employee engaged on a casual basis by the Company will be paid at the Company staff rates as displayed in Clause 18.4.
- (c) It is not the Company's preference to employ people on a casual basis for long periods of continuous employment.
- (d) The Company will make an offer to a casual Employee to convert to full time or part time employment if:
 - (i) the Employee has been employed by the Company for a 12 month period; and
 - (ii) during at least the last six months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time Employee or a part-time Employee (as the case may be).
- (e) Notwithstanding sub-clause (d), the Company is not required to make an offer of full time or part time employment to a casual Employee if there are reasonable grounds not to make the offer, and the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer.
- (f) The nature and process to be undertaken in relation to an offer to a casual Employee of full-time or part-time employment by the Company, is set out in the NES.
- (g) A casual Employee who:
 - (i) has been employed by the Company for a period of at least 12 months; and
 - (ii) in the period of 6 months ending the day the request is given, has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time or a part-time Employee (as the case may be),retains, subject to the criteria set out at clause 66F, a residual right to make a request for conversion to permanent employment.
- (h) Any dispute over the application of the NES casual conversion provisions may be dealt with in accordance with Clause 11, Dispute Resolution, in this Agreement.
- (i) The requirements of casual conversion will be in accordance with the NES.

13. STAFFING LEVELS

The number of permanent full-time technical Employees engaged by the Company shall not fall below 13 during the life of the Agreement.

14. TERMINATION OF EMPLOYMENT

14.1 Notice of termination is provided for in the NES.

14.2 Notice of Termination by an Employee

The notice of termination required to be given by an Employee is the same as that required of the Company except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

14.3 Notice of Termination by the Company

- (a) The Company does not need to provide notice to any of the following Employees:
 - (i) a seasonal Employee who has an agreed contract end date;
 - (ii) a casual Employee; or
 - (iii) an Employee whose employment is terminated because of serious misconduct.
- (b) The Executive Director, Artistic Director or HR Director may dismiss an Employee with or without notice, or payment in lieu of notice, if an allegation of serious misconduct is well founded. The Executive Director or Artistic Director will provide reasons and evidence for the decision in writing.
- (c) 'Serious misconduct' has the meaning given to it by Regulation 1.07 of the *Fair Work Regulations 2009*.
- (d) If the Employee is 45 years or over and has completed at least two years of continuous service, the Company must give the Employee an additional week of notice.

15. CLASSIFICATIONS

15.1 An Employee shall be classified by one of the classifications as set out in Clause 12.

15.2 New Employees

The Company agrees that a new Employee who is employed to fill the position of an existing Employee shall be paid no less than the minimum salary level of the existing Employee's classification as outlined in the attached salary structure.

15.3 Classification Transfers

In cases of transfers from a classification to another with a lower salary, the resultant salary will be set by mutual agreement, which shall be no lower than the Employee's current salary.

PART D WAGES, SALARIES AND RELATED MATTERS

16. PAYMENT OF WAGES

- (a) All Employees, employed by the Company will be paid fortnightly by direct deposit through electronic funds transfer to the bank account of their choice. Casual Employees employed by the Company, will be paid two weeks in arrears although, in exceptional circumstances, extra amounts due to an Employee for overtime, allowances etc. that cannot be conveniently included in an Employee's wages for a particular fortnight, may be paid to the Employee in the non-pay week.
- (b) Employees will be provided with a payslip that complies with the requirements of the Act.
- (c) Where the Company proposes to change the frequency of payment, it will consult with Employees affected before a definite decision is made. It is agreed that the Company will not institute a monthly pay cycle.

17. SALARY INCREASES

The rates of pay as set out in Clause 18 shall apply during the life of the Agreement, including the following salary increases:

Effective date of salary increase	Increase %
1 February 2024	3.5%
1 February 2025	3.5%

Subject to the proviso that, should the Consumer Price Index (**CPI**) (ABS All Groups Index) for the calendar year (December quarter y/y movement) prior to the effective salary increase date be greater than the stipulated salary increase as above, employees will receive a salary increase of not more than an additional 1%, subject to the percentage increase not exceeding CPI for the relevant year.

18. SALARIES

18.1 Basis of Salary Arrangements

- (a) All Employees covered by this Agreement shall be paid a salary that shall not be less than the minimum rate of pay in the Award.
- (b) The salaries set out in this Clause have been established by taking into account the particular work patterns and circumstances of the technical department.
- (c) All of the salaries set out in this Clause are exclusive of the provisions in this Agreement for allowances set out in Clause 20 – Work-Related (Not Travel) Allowances and Clause 29 – Travel.

18.2 Annualised Salaries (\$ per annum)

All permanent Employees covered by this Agreement shall be paid an annualised base salary as set out in this Clause that takes into account:

- (a) An annual schedule of 52 weeks in each calendar year, including four categories of work periods (excluding wardrobe department) will be capped at:
 - (i) 18 production weeks / broadcast weeks of 60 hours;

- (ii) 18 performance / live streaming weeks of 44 hours;
 - (iii) 12 ordinary weeks of 38 hours;
 - (iv) Four annual leave weeks;
- (b) The above categories of work in sub-clauses (a)(i) to (a)(iii) include:
- (i) Working on up to nine Sundays and five Public Holidays in each calendar year without additional payment.
 - (ii) Working ordinary hours on sixth days as required that fall during a production week without additional time off in lieu.
 - (iii) Working no more than five hours on a sixth day that falls during a performance week, live streaming week, or broadcast week without additional time off in lieu.
 - (iv) Travel time for interstate and overseas tours as defined and provided for in Clauses 29.5 and 30.2.
- (c) Should an Employee be asked to work on a Sunday or Public Holiday, in addition to those referred to in clause 18.2 (b)(i), the Employee will be paid double time for any time worked on that particular day.
- (i) If the Company makes a request of an Employee to work more than 9 Sundays and/or 5 Public Holidays in a calendar year, the Employee may refuse the request. If the Employee does not wish to work an additional Sunday or Public Holiday, the Employee must advise the Company of their refusal at least 8 weeks prior to the particular day falling to be worked.
 - (ii) The Company must advise the Employee of the request referred to at sub-clause (c)(i) above at least 8 weeks prior to the particular day falling to be worked.
- (d) Should an Employee be required to work in excess of the hours referred to in subclauses 18.2(b)(ii), (iii) and (iv), they will be compensated with time off in lieu in accordance with Clause 26.
- (e) Permanent Wardrobe Employees shall be exempt from Clauses 18.2(a)(i) and 18.2(a)(ii) above. The pattern of hours for permanent wardrobe Employees will be:
- (i) 18 production weeks of 54 hours;
 - (ii) 18 performance / live streaming weeks of 50 hours;
 - (iii) 12 ordinary weeks of 38 hours; and
 - (iv) Four annual leave weeks,

18.3 Seasonal (Non-Annualised) Salaries (\$ per Week)

Seasonal Employees shall be paid fortnightly salaries, as set out in Appendix I, based on the roster worked that week (i.e. 38, 44 or 60 hours).

18.4 Casual Rates (\$ per Hour)

Casual Employees shall be paid the rates set out in Appendix I, based on:

- (a) adding a percentage above the Award rate for the relevant classification level, and;
- (b) adding a loading of 25% in recognition of the nature of casual employment, instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.

19. SUPERANNUATION

- (a) In addition to all payments provided under this Agreement, the Company shall make a superannuation contribution at least monthly to each Employee to a fund of the Employee's choice in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) equivalent to the amounts set out below:
 - (i) Not less than 11%; and
 - (ii) At least 0.5% above the government's superannuation guarantee for the life of this Agreement.
- (b) The contribution amount shall be calculated on a permanent Employee's annualised salary, or on an Employee's ordinary time earnings in the case of seasonal or casual Employees.
- (c) Superannuation contributions may be made to Australian Super (ABN 94 006 457 987), Media Super (ABN 30 059 502 948), an Employee's 'stapled' superannuation fund or the Employee's chosen scheme. Media Super is the default fund for the purposes of superannuation choice.

20. WORK-RELATED (NOT TRAVEL) ALLOWANCES

20.1 Certain Allowances Not to Apply

The following allowances in the Award are taken not to apply:

- (a) Laundry allowance (clause 14.2 of the Award);
- (b) Travel allowances (clause 14.3 of the Award);
- (c) Tools and equipment allowance (clause 60.3 of the Award); and
- (d) Transmission or recording allowance (clause 60.2 of the Award).

20.2 Adjustment of Allowances

Work-related (not travel) allowances provided for in this Agreement are increased in line with the base salary increase percentages of Clause 17 and the increases apply from the first full pay period on or after 1 February of the relevant year.

20.3 Late Finish Allowance

Where an Employee is required to carry out work in the Company's interest beyond 11.30pm, or until it is too late to travel by public transport to their home, the Company will pay a Late Finish Allowance not exceeding \$83.76 for each such occasion (increase to \$86.69 on 1 February 2024, \$89.72 on 1 February 2025). The allowance is not payable where the Company provides a taxi voucher or reimburses taxi expenses up to this limit, or provides private car transport to the Employee's home.

Where a Late Finish Allowance would otherwise be payable, and an Employee elects to use their own vehicle, the Company will reimburse the full parking fee at the Arts Centre Melbourne car park or the Sydney Opera House car park, or similar, in lieu of the Late Finish Allowance.

20.4 Meal Allowance

When the Company is in residence at a performance venue and the Employee is required to continue working beyond a second meal break period, an allowance will be paid to the Employee provided that:

- (a) The Employee is not in receipt of a meals allowance while on tour in accordance with Clause 29.6;
- (b) This allowance need not be paid if a meal is provided; and

- (c) The Employee completes the relevant timesheet indicating a meal allowance is payable.

	Increased rate from:	
Commencement Date	1/02/2024	1/02/2025
\$21.14	\$21.88	\$22.65

20.5 Missed Meal Allowance

Where an Employee works more than five continuous hours without a suitable meal break in accordance with Clause 23.2, a missed meal allowance shall be paid to that employee.

	Increased rate from:	
Commencement Date	1/02/2024	1/02/2025
\$32.44	\$33.58	\$34.75

20.6 Clothing and Footwear Allowance

- (a) The Company will pay an annual clothing and footwear allowance to all permanent Employees (pro-rata for permanent part-time Employees).
- (b) The clothing and footwear allowance will be paid in the first full pay period on or after 1 February of each year.

	Increased rate from:	
Commencement Date	1/02/2024	1/02/2025
\$561.40	\$581.05	\$601.39

20.7 Higher Duties Allowance

- (a) When an Employee is specifically directed or required to undertake the responsibilities of a higher classification level for one week or more, they will be paid a Higher Duties Allowance.
- (b) The Higher Duties Allowance payable will be the difference between the rate prescribed in this Agreement for the level of the Employee being relieved, and the relieving Employee's current rate, plus overtime penalty rates when relevant.
- (c) No Higher Duties Allowance is payable if an Employee undertakes the higher duties as part of a training program to increase his or her competencies, or if the Employee specifically requests the appointment and the senior Employee is available.
- (d) For the purposes of this Clause 'one week' means either the six days rostered in any seven consecutive days in production and/or performance periods, or pre-production days plus scheduled performance days accruing to six days.
- (e) Requests for payment of a Higher Duties Allowance for a period worked less than one week will be considered by the Director of Technical and Production or relevant (or appointed) manager.

20.8 Appearance on Stage Allowance

Where Employees are required to wear a costume in front of an audience and are directed to play a role in the production, i.e., to act a part separate to their normal duties, they will be paid an appearance allowance per performance.

	Increased rate from:	
Commencement Date	1/02/2024	1/02/2025
\$41.25	\$42.69	\$44.18

20.9 Hiring of the Company Productions to Other Companies Overseas

- (a) Where a technical Employee is the sole representative of the Company attending a bump-in, and is expected to perform duties outside their normal position, they shall receive an allowance per working day at the rate of:

	Increased rate from:	
Commencement Date	1/02/2024	1/02/2025
\$187.12	\$193.67	\$200.45

- (b) Where more than one technical Employee represents the Company at bump-in, the rate of allowance is to be negotiated.
- (c) Where a technical Employee is hired by another company overseas, the hirer shall book flexifare flights for the Employee; and the Employee may upgrade their flight at their own cost (including by using their frequent flyer schemes).

20.10 Recognition of Service – Qantas Club Membership

The Company shall pay for annual Qantas Club Membership for each permanent Employee with 15 or more years of continuous service with the Company.

21. RECORDING AND BROADCAST ALLOWANCE

21.1 This Clause should be read in conjunction with the relevant Company Policy.

21.2 This Clause shall replace Clause 60.2-Transmission or Recording Allowance of the Award in its entirety.

21.3 Where a performance is to be recorded or broadcast for commercial purposes through any means, and a technical Employee performs work specifically on that performance the following conditions shall apply:

- (a) A total buy-out of rights flat rate allowance of \$158.21 to be increased in line with Award increases for the duration of the Agreement.

- (b) The Company shall use its best endeavours to ensure technical Employees working on the recording should be credited in all videos and recordings produced for sale, hire or broadcast. This would not normally extend to documentary and magazine style programs;
- (c) Permission shall be sought from technical Employees before filming them; and
- (d) Payments are made only once for each recording made and are not paid to Employees who work only on rehearsals for the recording (such as balances, camera rehearsals, etc.). Buyout payments are payable on first exploitation of the title.

- 21.4** A week in which there are additional calls for the purposes of either recording a ballet for delayed broadcast or preparing for a live broadcast will be counted as a production week for the purposes of Clause 18.
- 21.5** Where the Company or any other company or persons are not profiting from the broadcast of material recorded for inclusion in a documentary or television, radio or internet 'special' or magazine program, technical Employees shall agree to participate in the project for no additional fee provided that:
- (a) Employees are fully informed and consulted;
 - (b) no additional work by Employees is involved;
 - (c) Employees are given adequate advance notice of recording;
 - (d) Employees must consent in writing to their inclusion of more than 5 minutes of footage in the documentary;
 - (e) the producer of the documentary or television special signs a consent form, agreed to between the parties to this Agreement, agreeing to use the recording only for the above purpose; and
 - (f) prior to filming, technical Employees shall have the opportunity to contribute to a set of guidelines for the producer to cover matters such as restricted access, health and safety and privacy.
- 21.6** The Company will give Employees involved as much advance notice as practical of any recording that is to be made. In the case of recordings for commercial or documentary use, such notice will be at least 14 days in advance, other than in exceptional circumstances, together with as much additional relevant information (including the intended purpose(s) of the recording) as is known at that time.
- 21.7** The Company will seek to provide all participating Employees a copy of any broadcast that has been recorded for subsequent publication or re-transmission subject to the permission of other copyright holders.

PART E HOURS/ DAYS OF WORK, OVERTIME, TRAVEL, SCHEDULING

22. HOURS OF WORK

22.1 A rostered pay week commences on Saturday and finishes on Friday.

22.2 Permanent Employees

- (a) The maximum working hours which may be required in any week (excluding the wardrobe department) shall be:
- (i) For a **production week** where the Company is bumping in a production, or where the Company is changing over from one production to another: 60 hours.
 - (ii) For a **performance / live streaming week** in which a performance or performances are held: 44 hours.
 - (iii) For a **rehearsal week** during which no performance is given: 38 hours.
 - (iv) For a **broadcast week** in which there are additional calls for the purposes of either recording a ballet for delayed broadcast or preparing for a live broadcast: 60 hours.

Note: the annual schedule of 52 weeks includes four weeks of paid annual leave.

- (b) Permanent wardrobe Employees shall be exempt from the above provisions. The pattern of hours for permanent wardrobe Employees shall be:
- (i) Eighteen production weeks of 54 hours;
 - (ii) Eighteen performance weeks of 50 hours;
 - (iii) Twelve ordinary weeks of 38 hours; and
 - (iv) Four annual leave weeks.
- (c) In a **rehearsal week** during which no performance is given, the following provisions will apply:
- (i) Ordinary hours shall be worked Monday to Friday (inclusive) only, between the hours of 7.00am and 8.30pm.
 - (ii) The number of ordinary hours to be worked shall be a minimum of 7.6 hours and a maximum of 10 hours on any day, each period to be continuous except as to meal breaks occurring therein.
- (d) In a **production, performance, live streaming, or broadcast week** in which a performance or performances are held, the following provisions will apply:
- (i) Ordinary hours may be worked on any of the days Saturday through to and including Friday, between the hours of 7.00am and 12 midnight.
 - (ii) The number of ordinary hours to be worked shall be a minimum of four hours and a maximum of 12 hours on any day, each period to be continuous except as to meal breaks occurring therein.
 - (iii) On a sixth day or Monday worked in a performance, live streaming week or broadcast week, the number of ordinary hours to be worked shall be a minimum of four hours and a maximum of five hours, in accordance with Clause 18.2(b)(ii).
 - (iv) The provisions of Clause 22.2(d)(iii) shall not apply to permanent wardrobe Employees as their minimum call is maintained at 6.5 hours on sixth days or Mondays.
- (e) Employees who work in excess of the hours contained in clause 22.2 above, will be compensated in accordance with Clause 26.
- (f) The Company shall not roster permanent employees for split shifts.

- (g) Where possible, the Company shall roster permanent Employees off work for no less than two clear days per fortnight. Where this is not possible, a day off in lieu of each day off not given will be provided at the earliest opportunity within the demands of the schedule, but no later than 4 weeks after the time was accrued, or as mutually agreed. The instances of this are to be minimised through careful rostering by department heads in consultation with the Technical Director.
- (h) With respect to consecutive days off work, the Company shall, at a minimum, roster permanent and seasonal Employees engaged on 12 month contracts in accordance with clause 24A.1 (Fatigue Management – Consecutive days off work) of the Agreement.
- (i) For the purposes of calculating time worked, overtime and time off in lieu, if a permanent Employee has a day's schedule shortened or cancelled within 24 hours of that day, then the Employee will be deemed to have worked the full amount of previously scheduled hours.

22.3 Seasonal and Casual Employees

- (a) Rostering arrangements are determined by each department head, in consultation with the Director of Technical and Production or relevant (or appointed) manager, taking into account the Company's production, scheduling and performance needs. It is the responsibility of each department head to ensure that productions are suitably staffed to achieve the necessary quality of all rehearsals and performances, and that an equitable distribution of the workload is maintained among all members of the department.
- (b) Where possible, seasonal and casual Employees will be notified:
 - (i) at least five days in advance of their weekly or fortnightly rosters – any variation to a rostered day within the roster period may only be undertaken by mutual agreement between the head of department and the individual employee concerned;
 - (ii) of their daily roster period as far in advance as possible – rosters may be varied or cancelled with not less than 24 hours' notice on the day immediately prior to the next rostered shift to be worked.
- (c) Rosters may be departed from at short notice only in the case of emergency or circumstances beyond the control of the Company.
- (d) Ordinary hours may be worked on any of the days Saturday through to and including Friday, on up to six days in any week, between the hours of 7.00am and 12 midnight.
- (e) The number of ordinary hours to be worked on any day will be a minimum of four hours and a maximum of 8 hours each period to be continuous except as to meal breaks occurring therein.
- (f) If an employee has a rostered shift cancelled within 24 hours, then the Employee will be paid for the rostered shift.

23. BREAKS

23.1 Breaks Between Work on Consecutive Days

- (a) A break of ten clear hours between completion of one day's work and the commencement of another shall be given to all Employees.
- (b) Where a permanent Employee is rostered for only a ten-hour break between the work of one day and the next, the late finish taxi arrangements (subject to Clause 20.3) will apply to that Employee.
- (c) Working without a ten-hour break between the conclusion of work of one day and the start of work on the next may only occur in exceptional circumstances, and where authorised by the Company and with the agreement from that Employee.
- (d) Where a permanent Employee is instructed to work any part of a ten-hour break, they will:

- (i) Be paid at the rate of double time until they have had a ten-hour break; and
 - (ii) Accrue the equivalent of one additional day as time off in lieu, regardless of the number of hours worked; such time off in lieu to be scheduled by the department head in consultation with the Employee and taken within 28 days of its accrual. Where it is not possible for the leave to be taken as outlined it will become banked time off in lieu; and
 - (iii) Be provided with a cab charge, or reimbursement of taxi receipts, or private car transport to their home.
- (e) Where a seasonal or casual Employee is instructed to resume work before the expiration of a ten-hour break, they will be paid at the rate of double time until they have been released from duty.

23.2 Meal Breaks

- (a) No Employee shall be required to work more than five continuous hours without a suitable meal break.
- (b) Meal breaks will be as follows:
 - (i) Lunch: One hour continuous between 12.00 noon and 3.00pm.
 - (ii) Dinner: One hour continuous between 5.00pm and 8.00pm.Permanent Employees may opt to take less than a full hour provided they have a minimum break of half an hour.
- (c) For all Employees, the minimum time allowed in the ordinary course of work for a lunch or dinner break shall be 30 minutes and a maximum of 60 minutes.
- (d) The Company acknowledges that during production weeks stage management and wardrobe Employees may be required to work more than five continuous hours without meal breaks of suitable duration. These will incur missed meal allowances in accordance with Clause 20.6, and the instances of this are to be minimised through careful rostering.
- (e) If a missed meal break is incurred, a missed meal allowance of \$32.44 shall be paid to that Employee, increasing on 1 February each year (in accordance with Clause 20.5).
- (f) Should an Employee regularly be required to work through the Employee's meal interval, in addition to the requisite meal allowance payable at Clause 20.4, the Director of Technical and Production or relevant (or appointed) manager may grant that Employee time off in lieu for the periods.
- (g) Where an Employee is required to perform work after an evening performance, which would entitle the Employee to take a meal break, the Company will provide the Employee with a catered meal.

24. WORK ON MONDAYS, SUNDAYS AND SIXTH DAYS

- (a) The hours scheduled to be worked on Mondays during performance, live streaming, and broadcast weeks shall be kept to the minimum required.
- (b) The Company shall endeavour not to schedule meetings or rehearsals requiring Employees on Mondays during performance, live streaming, and broadcast weeks.
- (c) The Company shall endeavour not to schedule work on Sundays outside of production weeks.

24A. FATIGUE MANAGEMENT

24A.1 Consecutive days off work

- (a) In order to manage and relieve cumulative fatigue experienced during the work year and throughout rolling production and performance weeks, for all permanent Employees and seasonal employees engaged on 12-month contracts, no more than three (3) weeks shall pass without the Employee receiving two (2) paid consecutive days off work. This entitlement is subject to subclause 24A.1(c).
- (b) The entitlement referred to in subclause 24A.1(a) will result in all Employees receiving one additional day rostered off work without loss of pay, which is in addition to the two clear days Employees are rostered off work per fortnight in accordance with clause 22.2(g) of the Agreement.
- (c) It is understood and agreed by the parties to the Agreement that due to unforeseen and exceptional circumstances (including, but not limited to, those that occur during overseas travel and touring), there may be limited occasions where Employees may not receive the two (2) paid consecutive days off work within the maximum three (3) week period referred to in subclause 24A.1(a).
- (d) If the Employee will not receive two (2) paid consecutive days off work in the maximum three (3) week period due to the unforeseen and exceptional circumstances referred to in subclause 24A.1(c), the Company will advise the Employee as soon as reasonably practicable.
- (e) If, as a consequence of the unforeseen and exceptional circumstances referred to in subclause 24A.1(c), an Employee does not receive two (2) paid consecutive days off work within the three (3) week maximum period:
 - (i) The Employee must be rostered to take three paid (3) consecutive days off work within the next seven (7) day period;
 - (ii) The Employee must be rostered to take the three (3) paid consecutive days off work referred to at subclause 24A.1(e)(i) as soon as reasonably practicable within the next seven (7) day period;
 - (iii) The three (3) consecutive days off work referred to at subclause 24A.1(e)(i) will not count towards the two (2) paid consecutive days the Employee will be entitled to receive in the following three (3) week period;
 - (iv) The next three (3) week period will commence at the conclusion of the original three (3) week period, and not after the three (3) consecutive days off work (referred to at subclause 24A.1(e)(i)) are taken.
- (f) The Director of Technical and Production or relevant (or appointed) manager, the Heads of Departments and and/or permanent Employees who are responsible for rostering, will work together throughout the year to develop a methodology to ensure, to the furthest extent possible, Employees will receive two (2) paid consecutive days off work within a three (3) week maximum period in accordance with sub clause 24A.1(a). This consultation process is separate and in addition to consultation for the annual schedule referred to in clause 9 of this Agreement.
- (g) In accordance with clause 9 of the Agreement, the Company will develop guidance material to assist the rostering of teams. It is intended the guidance material will provide information concerning the proposed annual schedule, identify where additional staff may be required and where the two (2) paid consecutive days off work may be rostered. The guidance material will also assist the Company in identifying the number of additional staff that may be required to manage the proposed annual schedule, enabling the Company to make informed decisions around the level of production activity.
- (h) The Director of Technical and Production or relevant (or appointed) manager will approve the guidance material at the conclusion of the consultations referred to in clause 9 which will guide rostering.
- (i) It is not the intention of subclause 24A.1(g) that Heads of Department cannot consult with employees and the Director of Technical and Production or relevant (or appointed) manager to amend rostering if the needs and requirements of a production change after the Director of Technical and Production or relevant (or appointed) manager has approved the guidance material. Rostering will ultimately be approved by the Director of Technical and Production or relevant (or appointed) manager, or other such nominated person.

- (j) The rostering of staff, the management of days off work and TOIL will be facilitated via a rostering system. Staff will also be required to report on their hours of work and claim any allowance entitlements via the rostering system. For clarity, reference to allowances include allowances provided for in this Agreement which are not paid on 1 February each year, including but not limited to missed meal allowances, late finish allowances or other such allowances that are not planned for in advance.

25. PUBLIC HOLIDAYS

25.1 Employees are entitled to the following public holidays:

- 1 January (New Year's Day);
- 26 January (Australia Day);
- Labour Day;
- Good Friday;
- Easter Saturday;
- Easter Sunday;
- Easter Monday;
- ANZAC Day;
- King's Birthday;
- Friday before AFL Grand Final;
- Melbourne Cup Day;
- Christmas Day;
- Boxing Day;

In addition, a public holiday includes any other day or part-day, declared or prescribed by or under the law of Victoria as a public holiday.

25.2 No Employee shall be required to work on Good Friday or Christmas Day.

25.3 The Company and an Employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES or declared under the law of Victoria, other than Christmas Day, Boxing Day and New Year's Day.

25.4 Public Holidays Falling on a Weekend

- (a) When ANZAC Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- (b) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- (c) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- (d) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

25.5 Coverage of Public Holidays

This Agreement observes Public Holidays as gazetted in the State of Victoria and does not include Public Holidays observed in other States, regardless of where the touring Company is resident from time to time.

26. OVERTIME AND TIME OFF IN LIEU (TOIL)

26.1 Permanent Employees

- (a) All overtime worked has been provided for in the annualised salary, except where outside the ordinary spread of hours or daily maximum, or in excess of weekly maximum hours outlined in 22.2.
- (b) At any time, an Employee may request that a reconciliation is carried out by the Company by comparing the Employee's actual hours of work with the hours of work provided for in this Clause. Where it can be shown that the Employee has been required to work more than the pattern of hours as set out in this Clause, the Employee may seek compensation from the Company based on the overtime and penalty provisions of the Award calculated from the Employee's base salary.
- (c) It is the preference of the Company that overtime worked in excess of that provided for in the annualised salary will be compensated via time off in lieu of payment, however with agreement between the Director of Technical and Production or relevant (or appointed) manager and the Employee this may be paid out in accordance with Clause 26.4.
- (d) Heads of Department (**HOD**) are required to submit rosters to the Director of Technical and Production or relevant (or appointed) manager which will also be entered by HODs in to the Production Schedule.
- (e) The rate of overtime will be calculated on the Employee's ordinary hours worked.
- (f) A permanent Employee who works in excess of hours as per Clause 26.1(a) shall be granted time off in lieu at the rate of time and a half for all hours up to 60 and at a rate of double time thereafter, provided that:
 - (i) Working in excess of 60 hours in a week may only occur in exceptional circumstances, and where authorised by the Company and with the agreement from that Employee.
 - (ii) Such time off in lieu should be taken at the earliest opportunity.
- (g) A permanent Employee who works in excess of 12 hours on any day (excluding meal breaks) will be granted time off in lieu for all hours in excess of 12 at the rate of double time. This rostering may only occur in exceptional circumstances, and where authorised by the Company and with the agreement from that Employee.
- (h) All Employees who are required to work between 12 midnight and 7.00am will be granted time off in lieu for all hours worked at the rate of double time.
- (i) A permanent Employee who works more than a maximum call of 5 hours on sixth days that fall during a performance, live streaming, or broadcast week will be compensated with time off in lieu for all hours in excess of 5 at the rate of double time.
- (j) In the event that travel time on overseas tours exceeds the agreed time allowances set out in Clause 30.2, time off in lieu shall be granted at the rate of double time for each hour in excess of the time limit.

26.2 Seasonal and Casual Employees

- (a) Any overtime for seasonal or casual Employee must be authorised in advance by the relevant head of department, or as scheduled in agreement with the Director of Technical and Production or relevant (or appointed) manager.
- (b) Overtime will be calculated to the nearest quarter of an hour.
- (c) A seasonal Employee will be paid double time based on their regular rate, for all hours in excess of 12 hours per day (excluding meal breaks).

- (d) A seasonal Employee who works more than 38 ordinary hours in any pay week (excluding overtime worked and paid on a daily basis), will be paid overtime for all hours in excess of 38 at the rate of time and a half for hours worked and double time thereafter.
- (e) A seasonal Employee can also be engaged for the number of weeks of each type for which they are employed – i.e., Production Week, Performance Week or Ordinary week and roll up the salaries accordingly. Where Sundays and Public Holidays known at the time of engagement of the seasonal employee, they will be rolled up at the time of engagement. Where Sundays and Public Holidays worked are not rolled up, payment for work on these days will occur in the normal pay cycles.
- (f) For shorter periods of employment, where the weekly classification of hours does not adequately reflect the workload of the Employee, expected hours as listed in the production schedule shall be used as the basis for a financial offer.
- (g) A casual Employee who works in excess of eight hours per day (excluding meal breaks) will be paid overtime at the rate of time and a half for the first two hours and double time thereafter.
- (h) A casual Employee who works more than 38 ordinary hours at their base rate of pay in any week will be paid overtime for all hours in excess of 38 hours in any week at the rate of time and a half for the first four hours and double time thereafter.
- (i) Seasonal and casual Employees who are required to work between 12 midnight and 7.00am will be paid at the rate of double time, unless TOIL provisions apply.
- (j) Seasonal and casual Employees who are required to work on a Sunday, whether part of an ordinary roster, or overtime, will be paid at the rate of double time, with a minimum payment for four hours.
- (k) Where a seasonal or casual Employee who commences work on a Saturday and continues to work without a break on Sunday, the minimum four-hour call for work performed on a Sunday will not apply.
- (l) Seasonal and casual Employees who are required to work on a Public Holiday, whether part of an ordinary roster, or overtime, will be paid at the rate of double time, with a minimum payment as for four hours.
- (m) A seasonal part-time Employee required to work beyond their agreed hours will be paid 150% of their regular rate for all additional hours worked. If overtime is required on a Sunday or public holiday, part-time Employees will be paid 200% of their regular rate for all additional hours worked.

26.3 Unscheduled Overtime

- (a) It is understood that, in keeping with industry practice, Employees may agree to work additional hours as unscheduled overtime.
- (b) In some circumstances the working of these hours may be unreasonable having regard to:
 - (i) any risk to Employee health and safety;
 - (ii) the Employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Company of the overtime and by the Employee of their intention to refuse it; and
 - (v) any other relevant matter; in which case an Employee may refuse to work the additional hours and will raise this matter with their supervisor. Discussions with the supervisor will focus on ways to effectively manage fatigue and hours of work.

26.4 Time Off in Lieu (TOIL)

- (a) This Clause will replace any relevant Company Policy with regard to time off in lieu of payment.
- (b) The provision of TOIL is an acknowledgement by the Company of the differing demands, unusual hours and reasonable additional hours which employees may be required to work from time to time.
- (c) TOIL for overtime or work on Sundays, public holidays or days off in accordance with Clause 26.1 is available by mutual agreement between the head of department and the individual Employee concerned.
- (d) All hours accrued by an Employee in lieu of overtime in accordance with the provisions of this Agreement will be recorded by Payroll or HR department.
- (e) An Employee may take TOIL by 'using' accrued hours providing a leave application has been submitted and authorised in advance.
- (f) An Employee must endeavour to use some or all of their hours accrued as soon as practicable after accrual.
- (g) Where an Employee has more than 38 TOIL hours accrued, the Director of Technical and Production or relevant (or appointed) manager will discuss options with the Employee to reduce those hours.
- (h) Where an Employee unreasonably refuses to take steps to reduce their accrued hours, the Director of Technical and Production or relevant (or appointed) manager may direct the Employee to take some or all of their accrued hours as TOIL.
- (i) Where an Employee has taken all reasonable steps to reduce their accrued hours and has not been directed to take leave under the above Clause but because of exceptional circumstances (and the annual schedule) has been unable to reduce their accrued hours to 8 or fewer,
 - (i) the Company will pay to the Employee the balance of any accrued hours as at 1 February in any year, unless otherwise agreed; or
 - (ii) the accrual of such time off may be carried forward into the following year, where mutually agreed and approved in writing by the Director of Technical and Production or relevant (or appointed) manager.
- (j) At the cessation of employment, the Company will pay out all accrued hours to the Employee, if any.
- (k) TOIL paid out in accordance with the above Clauses will be calculated by multiplying the number of hours accrued by the Employee's hourly base rate of pay.

26.5 Provisions

- (a) An Employee seeking compensation for overtime under the terms of this Agreement will be paid on no less than the higher of the following:
 - (i) The minimum hourly rate for the Employee's classification under the Agreement; or
 - (ii) The Employee's ordinary hourly rate of pay; or
 - (iii) The rate negotiated and mutually agreed between the Employee and the Company.
- (b) Where a dispute of compensation for overtime worked arises, the dispute resolution procedure may be utilised.

27. SPECIAL EVENTS AND AUDIENCE ENGAGEMENT PROGRAMS (AEPs)

27.1 Special Events

- (a) When there are hours available in the annual schedule, permanent technical Employees may be asked to participate in the set up and the Company of special ballet-related events both inside and outside the theatre. Agreement shall not be unreasonably withheld by the Employee.
- (b) Where an event requires staffing that requires permanent technical Employees on annualised salaries to work beyond their ordinary weekly hours as set out in Clause 22.2(a), and that staff agree to work these hours, the overtime worked will be provided for in agreement with the Director of Technical and Production or relevant (or appointed) manager.

27.2 Audience Engagement Programs (AEPs)

- (a) An AEP that requires the work of show-specific Employees, such as an excerpt or amalgamation of a production currently being performed, may be up to one hour and fifteen minutes in duration and may only be held in a week of seven or fewer performances.
- (b) Where such a program, its preparation, or work at its conclusion, requires permanent technical Employees on annualised salaries to work beyond their ordinary weekly hours as set out in Clause 22.2(a) the overtime worked will be provided for in agreement with the Director of Technical and Production or relevant (or appointed) manager.
- (c) An AEP that does not require the work of show-specific Employees, such as an open class, rehearsal, or talk, may be staffed by permanent technical Employees where there are hours available in the weekly pattern.

28. SPLIT TOURING AND SIMULTANEOUS SEASONS

- (a) From time to time, the Company may present simultaneous seasons in more than one location, including Regional, Storytime and overseas touring. Technical Employees may be called upon to staff either touring group. Agreement shall not be unreasonably withheld by an Employee.
- (b) The Company agrees not to allow the staffing levels of the larger touring group to fall below the minimum of 13 employees set out in Clause 13, except by mutual agreement.
- (c) The Company will endeavour to maintain appropriate levels of staffing on all tours.
- (d) In addition, the Company shall compensate the Employee financially should this touring increase the number of production weeks and/or performance weeks of the annual schedule on the basis of the ordinary hourly rate at the level of the position undertaken.
- (e) Notwithstanding Clauses 13 and 28(b), the number of Technical Employees required for smaller programs shall be mutually agreed between the Director of Technical and Production or relevant (or appointed) manager and technical Employees.
- (f) If mutual agreement is not reached then technical Employees must request in writing, to the Director of Technical and Production or relevant (or appointed) manager, providing reasons for the number of Employees required, based on reasonable grounds such as health and safety and complexity of production and/or touring schedule.
- (g) For the purposes of this clause, a 'Smaller Program' is defined as a production performed on a smaller regional tour, or where the production does not use a main stage and/or involves a reduced number of Company employees.

- (h) In relation to subclause 28(c), the larger touring group will be decided upon by the Director of Technical and Production or relevant (or appointed) manager in consultation with the Permanent Employees.

29. TRAVEL

- 29.1 This clause should be read in conjunction with the relevant Company Policy, and any allowances paid shall not be less than the minimum prescribed by the Award.

29.2 Adjustment of Allowances

Travel allowances provided for in this Agreement (except in respect of sub-clause 29.7(c)) are adjusted in line with the equivalent industry allowances as published by the Fair Work Ombudsman and apply from the beginning of 1 July of each year.

29.3 Travel

- (a) Travel shall be provided by the Company and shall be by economy class air service or at a similar standard on another mode of transport. In all cases the Company shall provide transportation throughout any tour and return to Melbourne per custom and practice.
- (b) Where, in the circumstances outlined in Clause 29.3(a), the Company offers to provide air transport and an Employee elects to provide his or her own transport, the Company will pay to them the amount the Company would have paid for the airfare.
- (c) Within Australia, Employees shall be entitled to taxi travel to and from airports or other central points of departure.

29.4 Accommodation

- (a) In this Clause, "suitable accommodation" means single room, modern motel or serviced apartment accommodation 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 Company.
- (b) Where the period involved is one week or less the Company shall provide suitable accommodation or if the Company and the employee agree an allowance of \$187.63 per night shall be payable in lieu of the provision of accommodation, increasing on 1 July each year (in accordance with Clause 29.2).
- (c) Where the period involved is greater than one week the Company shall provide suitable accommodation or if the Company elects not to provide accommodation, then the Company shall reimburse the employee for the expenses of such accommodation up to the maximum limits set out in the Award. Reimbursement shall be made fortnightly or as mutually agreed upon presentation by the Employee of a receipt for the accommodation.
- (d) 'Own Arrangements' Accommodation: In lieu of the provisions of sub-clause 29.4(c) an employee may elect to take an allowance of \$715.81 per week or \$143.14 per night up to a maximum of the weekly allowance, increasing on 1 July each year (in accordance with Clause 29.2). Where an Employee elects to take this allowance, payment shall commence in the week travel commences.
- (e) Any dispute as to the operation of this Clause, whether accommodation provided by the Company is deemed suitable, or arising if any party is of the view that suitable accommodation cannot be provided for any reason, shall be dealt with in accordance with Clause 11.

- (f) For a period of travel of seven days or less, an employee may request to be provided accommodation with cooking facilities. Such a request may be granted subject to such accommodation being available at about the same cost as the accommodation proposed by the Company.
- (g) For travel of a week or longer, as much notice as practicable and at least 14 days' notice shall be given to Employees. Such notice shall include details of the accommodation if it is to be provided by the Company.
- (h) Where there are special circumstances which the Company considers preclude it from being able to offer single accommodation, the Company shall provide all relevant information to the permanent technical Employees setting out the basis of the claim that special circumstances apply and the nature of the accommodation to be provided. The technical Employees shall meet to consider the request and, if a majority agree, shared accommodation may be provided.
- (i) Where the Company avoids or seeks to avoid the operation of this Clause by inducing an Employee or prospective Employee to misrepresent his/her place of residence, or engages an Employee where the Company knows that their place of residence has been misrepresented, the provisions of this Clause shall be applicable as though the Employee's place of residence had been correctly stated.

29.5 Travel Time - Domestic

- (a) All time spent travelling within Australia Monday to Saturday will be regarded as time worked and will be part of ordinary time.
- (b) For permanent Employees on annualised salaries, a travel day between cities will have a minimum call of four hours and maximum 7.6 hours, if travel time exceeds the maximum, TOIL provisions will apply.
- (c) If, in an emergency, a permanent employee on an annualised salary is directed to travel on a Sunday, it will count as one of the rolled-up Sundays provided for in Clause 18.2(a). Where all the rolled-up Sundays have been used, the Employee will receive time off in lieu with full pay at the rate of double time.

29.6 Meals/Incidentals

- (a) An Employee required to travel shall be provided by the Company with all meals or paid an allowance up to a maximum of \$398.82 per week (five days or more) increasing on 1 July each year (in accordance with Clause 29.2). Where the travel is five days or less, or for part-weeks at the beginning or end of a tour, the allowance will be \$79.76 per day, increasing on 1 July each year (in accordance with Clause 29.2).
- (b) If an Employee is required to travel in the Company's interest more than eight kilometres from their usual place of employment in each city or town, they shall be provided with suitable meals whilst so absent, or the Company shall pay the Employee an allowance of \$30.57 per meal, increasing on 1 July each year (in accordance with Clause 29.2).
- (c) An Employee required to travel shall be paid an allowance for incidentals up to a maximum of \$88.76 per week (five days) increasing on 1 July each year (in accordance with Clause 29.2). Where the travel is five days or less, or for part-weeks at the beginning or end of a tour, the allowance will be \$17.75 per day, increasing on 1 July each year (in accordance with Clause 29.2).
- (d) To avoid doubt, these allowances will be paid on days which the Employee is travelling from their place of residence, and back to their place of residence where the time of travel ends after 1.00pm.

29.7 Use of Private Transport

- (a) When an Employee chooses to make their own way to the next place of engagement or working venue and journeys by car, the owner/driver or passenger shall use the motor vehicle at their own risk and the Company, its servants and agents shall have no liability to the Employee other than (if any) imposed by the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) –for any loss, damage or expenses suffered by them as a result of the use of the motor vehicle.
- (b) When an Employee, travelling between places of engagement chooses to make their own way and journeys by car with the approval of the Company (which shall not be unreasonably withheld), they shall be paid by the Company an allowance equal to the amount which the Company would have paid if the Employee had travelled with the Company.
- (c) When an Employee attends for work at their notified place of work and is required to attend elsewhere by the Company, a taxi or suitable alternative shall be provided. Should the Employee be required to make their own way by car the Employee shall be paid an allowance;

	Increased rate from:	
Commencement Date	1/02/2024	1/02/2025
\$0.95 per kilometre	\$0.98 per kilometre	\$1.01 per kilometre

29.8 Transportation of Luggage

- (a) Where luggage is subject to a size or weight allowance and the luggage of the Employee exceeds the allowance carried free for a member of the public travelling by such transport, the Company shall transport between places of work within Australia at its expense one suitcase or its equivalent not exceeding 20kgs in weight. This provision will generally only apply to Sydney, Brisbane, Adelaide, Canberra & return to Melbourne where the sets and costumes are to be transported by road.
- (b) The Company shall adequately insure the Employee's luggage against loss, theft or damage while in the Company's charge.

29.9 End of Season

- (a) Wherever venue bookings permit, the Company will endeavour to schedule an extra day, after the last performance of a tour, for bump out. Where this is not possible, and an Employee is required to work after midnight on the final evening of a tour, the Company will provide accommodation, or pay the relevant accommodation allowance, and will pay meals and incidentals allowances for the following night.
- (b) The Company shall endeavour to ensure that technical Employees have a break of ten hours between the completion of work and the commencement of travel. In circumstances where such a break cannot reasonably be achieved, the Company agrees the technical Employees shall be entitled to a break of ten hours on arrival at the next destination before the commencement of work.
- (c) The Company further agrees that the technical Employee required to bump-out at the conclusion of a performance shall be entitled, at their choosing and preferably after their rest break, to travel on the next available air service to the next destination, without any entitlement to the no break penalty.

30. OVERSEAS TRAVEL

30.1 Accommodation and Allowances while Travelling

Where an Employee is required to travel overseas on the Company's behalf, the following terms shall apply:

- (a) Single room accommodation in modern motel/hotel accommodation with en suite facilities shall be provided.
- (b) All efforts will be made to accommodate the company in one hotel located no more than 30 minutes from the theatre. In the event that the company is to be located in two hotels, both shall be of equal standard.
- (c) The Company shall meet all costs associated with Employees obtaining new or replacement passports, photographs and appropriate visas.
- (d) The Company shall meet all medical costs associated with appropriate inoculations for the areas to be visited.
- (e) The per diem as set for the tour shall be paid; which shall include a full day's per diem at the end of a tour on the day of the return flight departure where the time of the flight is after 1.00pm.
- (f) If reasonable food is not available within 15 minutes walking distance from the theatre, food shall be arranged by the Company on the Employees' behalf at the theatre.
- (g) Where meals are supplied on the tour and any meal times do not accommodate the technical schedule, technical Employees shall be compensated with an increased per diem to cover the cost of purchasing the said meal/s.
- (h) At least one rostered day off per week shall be provided when on tour, which will be achieved by careful rostering and adequate touring crew numbers. This day shall be exclusive of the rest period provided for in Clause 30.3. Should this not be possible for any reason, a day off in lieu shall be granted to that Employee, to be taken at a mutually agreed time, close to the time generated, and upon return to Australia.
- (i) All conditions, provisions and Employee entitlements outlined in **Part 6 – Ordinary Hours of Work and Rostering** shall be observed whilst touring overseas, insofar that they do not contradict a condition of this Clause.
- (j) Whilst touring overseas the Company agrees to maintain the Employee's workers' compensation insurance in addition to providing adequate medical insurance coverage.

30.2 Travelling Times

- (a) The following are agreed travel times for overseas tours, to and from Australia:
 - (i) Asia – 16 hours;
 - (ii) Europe or the United Kingdom – 28 hours;
 - (iii) North America – 27 hours;
 - (iv) Other locations, including New Zealand – 8 hours
- (b) In the event that travel time on overseas tours exceeds the time allowances set out in Clause 30.2(a), time off in lieu shall be granted at the rate of two hours for each hour in excess of the time limit. Time off in lieu to be taken at a mutually agreed time, close to the time generated, and upon return to Australia. If time in lieu cannot be taken in accordance with this Clause, overtime payments will be paid at single time based on the Employees' base salary hourly rate.

- (c) Travel time shall be deemed to start at the requested time of arrival at the Australian airport and shall conclude on arrival at the place of accommodation in the country of destination on the outward journeys, and start at the nominated transport call time in the overseas country and conclude thirty minutes after the aircraft's actual arrival time at Melbourne Airport on inward journeys.
- (d) To avoid doubt, the travel time of each inward and outward journey shall be calculated separately. If an Employee's travel time is less than the agreed travel times set out in Clause 30.2(a), the Employee will be considered to have worked the full amount of the agreed travel time.
- (e) Overseas travel time for permanent Employees will be calculated at single time.

30.3 Rest Period

- (a) In recognition of the effect that international travel may have on a person's health and energy, if the employee has been on a flight of eight hours or more duration, the Employee is entitled to 36 hours off work between a person's arrival at their destination, whether abroad or into Australia, before the Employee may be required to commence work.
- (b) The purpose of a rest period is to ensure that Employees are able to recover from a long or difficult journey before recommencing their normal duties and does not constitute a leave entitlement.
- (c) To avoid doubt, the rest period is granted on the length of flight duration, rather than agreed travel time.

30.4 Technical Meeting

Technical heads of department, or their representative, shall attend a technical meeting or inspect the theatre on the day after arrival, during the rest period, in a foreign country if required. Such a meeting shall only be of two hours maximum duration.

30.5 Seasonal/Casual Staffing

Additional technical Employees engaged for the tour shall receive a negotiated salary which shall include an allowance for travel time on the tour. Such Employees shall be entitled to the conditions and allowances stipulated in Clause 30.1.

PART F OCCUPATIONAL HEALTH & SAFETY

31. OCCUPATIONAL HEALTH & SAFETY MATTERS

31.1 Technical Employees must comply with the relevant Company Policy which shall be in accordance with relevant work health and safety legislation.

31.2 First Aid Training and Fire Warden Training

Employees who, as part of their role are required to perform First Aid duties or Fire Warden Duties shall have the cost of their training paid by the Company. Training will be conducted within normal working hours and will be considered as time worked.

31.3 Access to Physio support services

- (a) Employees will be entitled to access the physio support services provided by the Company's Artistic Health team.
- (b) Access to the physio support service will be subject to the requirements and schedule of the Artistic team. Employees within the Artistic team, such as Dancers and performing artists, will be given priority in relation to appointments and bookings for this service.
- (c) The physio support service will be limited to providing relief to improve general body function and movement of Employees for the purposes of undertaking work for the Company.
- (d) The physio support service will not be available to be used for any pre-existing injuries or injuries subject to claims under the *Workplace Injury Rehabilitation and Compensation Act 2013*.

PART G – LEAVE ENTITLEMENTS

32. LEAVE ENTITLEMENTS

32.1 Annual Leave

Annual leave entitlements and provisions shall be as per the relevant Company Policy, provided that:

- (a) An Employee's entitlement shall not be less than the minimum provisions prescribed by the Act and the NES.
- (b) Permanent technical Employees are entitled to 20 days of annual leave on full pay per annum (pro rata for part-time employees) that accrues progressively and accumulates from year to year.
- (c) Where a public holiday falls within a period of annual leave an additional day will be added to the period of leave.
- (d) Payment for annual leave shall be calculated at the Employee's actual rate of pay, plus 17.5% annual leave loading at the time of taking the leave.
- (e) To avoid doubt, annual leave loading is payable on the Employee's annual leave accrual on termination of employment.
- (f) For the avoidance of doubt casual Employees are not entitled to annual leave.

32.2 Personal/Carer's, Compassionate and Family and Domestic Violence Leave

Personal/carer's, compassionate, and family and domestic violence leave shall be as per the relevant Company Policy, provided that:

- (a) An Employee's entitlement shall not be less than the minimum provisions prescribed by the Act and the NES.
- (b) Permanent technical Employees receive 12 days of paid personal/carer's leave per annum (pro rata for part-time employees) that accrues progressively and accumulates from year to year.
- (c) Permanent technical Employees shall be allowed four days sick leave per year without having to produce a medical certificate.
- (d) Permanent technical Employees receive up to three days of paid compassionate leave on each relevant occasion.
- (e) Casual Employees are entitled to two days of unpaid compassionate leave on each relevant occasion.
- (f) Payment for personal carer's and compassionate leave shall be calculated at the Employee's base rate of pay.
- (g) An Employee, including a casual Employee, experiencing family and/or domestic violence will have access to 10 days of paid leave. The Company may require an employee to produce proof of the need for such leave as provided for in the Act and Clause 32.5.4 of this Agreement.

32.3 Other Leave

- (a) Other leave, including community service leave, jury leave, emergency services leave, defence forces leave, competitions leave, industrial/union leave and religious observance leave shall be as per the relevant Company Policy and shall not be less than the minimum provided by the Act, NES, and any other relevant legislation.
- (b) The provisions of time off in lieu shall be as per Clause 26.4 of this Agreement.

32.4 Long Service Leave

Long service leave shall be as per the relevant Company Policy, provided that:

- (a) An Employee's entitlement shall not be less than the minimum provisions prescribed by the *Victorian Long Service Leave Act 2018* (or its successor), the NES, and any other relevant legislation;
- (b) Employees with 10 years of continuous service shall be entitled to be paid long service leave to the equivalent to 1/60th of their period of continuous employment;
- (c) Casual Employees shall be entitled to paid long service leave, provided that the Employee meets the 'continuous employment' provisions of the *Long Service Leave Act 2018* (Vic);
- (d) An Employee after the completion of eight years of continuous service may request pro-rata long service leave, which will be granted at the discretion of the Director of Technical and Production or relevant (or appointed) manager or Executive Director;
- (e) Upon termination of employment, an Employee who has seven years or more continuous service will receive payment in lieu of accrued and unused (pro-rata) leave; and
- (f) Payment for long service leave shall be calculated on the Employee's usual rate of pay.

32.5 Parental Leave

This Clause should be read in conjunction with the relevant Company Policy and the terms of the NES Parental Leave as provided for in the Act. In the instance that this Clause differs with the provisions of the relevant Company Policy, the more generous of the two will prevail. Paid parental leave provided by the Company shall be paid in addition to any legislative entitlement.

- (a) Any period of leave granted in accordance with this Clause (maternity, partner or adoption) shall not be regarded as constituting a break in the continuity of the employment of the Employee for the purpose of calculating long service leave and other benefits.
- (b) Nothing in this Clause shall affect the right of the employee to take and be paid for any annual leave, long service leave and personal leave the right to which has accrued at the date of commencement of parental leave.
- (c) An Employee upon returning to work after parental leave (maternity, partner or adoption) shall be entitled to the position which they held immediately before proceeding on such leave, provided that Employee is able to commence work at the conclusion of the leave in accordance with the employee's contract. The Company may consult with the employee eight weeks prior to the expiration of the parental leave so as to assist the Employee to arrange a physical regimen which will enable the Employee's return to work by the required date.
- (d) An Employee shall confirm their intention of returning to work by notice in writing to the Company not less than four weeks prior to the expiration of their period of parental leave,
- (e) Arrangements for the payment of parental leave entitlements are agreed between the Employee, HR and relevant Director prior to leave being taken. Payment arrangements might include, but is not restricted to; half pay for twice length of time to be taken, fortnightly payments in accordance with regular pay cycle.

32.5.1 Maternity Leave

- (a) A female Employee with at least 12 months continuous service with the Company who becomes pregnant shall, upon application to the Company, be entitled to up to 52 weeks leave of which the first unbroken period of 14 weeks will be paid (the remainder of which will be unpaid) provided that such period of leave shall be unbroken and shall not extend beyond the child's first birthday.

- (b) In accordance with the Act, an Employee may request an extension to the period of leave granted (see ii above) for a further period of unpaid leave up to one year.
- (c) A female Employee with less than 12 months service with the Company who becomes pregnant may be entitled to unpaid leave at the Company's discretion.
- (d) An Employee entitled to parental leave pursuant to the provisions of this clause and the NES, may request the Company to allow the Employee to extend their period of unpaid parental leave by a further continuous period of leave not exceeding 12 months. Any such request should be made by the Employee and considered by the Company in accordance with the provisions of the NES.

32.5.2 Partner Leave

An Employee with at least 12 months' continuous service whose partner gives birth to a child shall be entitled to:

- (i) two weeks leave on full pay;
- (ii) A period of unpaid partner leave, the total of which shall not exceed 52 weeks, in order to be the primary care giver of the child, provided that such leave shall not extend beyond the child's first birthday.

32.5.3 Adoption Leave

- (a) An Employee with at least 12 months' continuous service, shall, upon application and producing to the Company relevant adoption documentation, be entitled to up to 52 weeks leave of which the first unbroken period of 14 weeks will be paid (the remainder of which will be unpaid), if the Employee is the primary care giver of the newly placed child.
- (b) When both parents are employed by the Company then the combined paid adoption leave is 14 weeks.

32.5.4 Family and Domestic Violence Leave

- (a) Recognising that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Company is committed to providing support to Employees that experience family and domestic violence.
- (b) For the purpose of this clause family and domestic violence is defined as any violent, threatening or other abusive behaviour by a close relative of an Employee, a member of an Employee's household, or a current or former intimate partner of an Employee that:
 - (i) seeks to coerce or control the Employee; and
 - (ii) causes the Employee harm or to be fearful.
- (c) The Employee may take paid family and domestic violence leave if:
 - (i) the Employee is experiencing family and domestic violence; and
 - (ii) the Employee needs to do something to deal with the impact of the family and domestic violence; and
 - (iii) it is impractical for the employee to do that thing outside the employee's work hours.
- (d) An Employee, including a casual employee, experiencing family and domestic violence is entitled to ten days per year of paid family and domestic violence leave for the purpose of:
 - (i) attending legal proceedings, counselling, appointments with a medical or legal practitioner;

- (ii) relocation or making other safety arrangements; or
 - (iii) other activities associated with the experience of family and domestic violence.
- (e) Upon exhaustion of the leave entitlements in 32.5.4(c) Employees will be entitled to up to two days unpaid family and domestic violence leave on each occasion.
 - (f) The paid leave provided in 32.5.4(c) and unpaid leave provided in 32.5.4(e) may be taken as consecutive or single days, or as a portion of a day.
 - (g) The Employee shall give the Company notice as soon as reasonably practicable of their request to take leave under this clause and if required by the Company, must provide evidence that would satisfy a reasonable person that the leave is for the purpose set out in clause 32.5.4(c) or 32.5.4(e) (which may include a document issued by the police service, a court, a doctor (including a medical certificate), a nurse, a family violence service, or a statutory declaration).
 - (h) The Company must take all reasonable measures to ensure that any personal information provided by the Employee to the Company concerning an Employee's experience of family and domestic violence is kept confidential.
 - (i) The Company may nominate a contact person to provide support for Employees experiencing family and domestic violence.
 - (j) In order to provide support to an Employee experiencing family and domestic violence and to provide a safe work environment to all Employees, the Company will approve any reasonable request from an Employee experiencing family and domestic violence for changes to their regular work, including but not limited to: span of hours and/or shift patterns, duties, relocation, changes to telephone number or email address to avoid harassing contact and any other appropriate measures.
 - (k) An Employee that discloses to the nominated contact person or their supervisor that they are experiencing family and domestic violence will be offered:
 - (i) access to professionals trained specifically in family and domestic violence through the Employee Assistance Program (EAP); and
 - (ii) resource pack containing information in relation to external support agencies, referral services and other local employee support resources.
 - (l) The Company will implement a workplace safety plan with specific measures to minimise the risk that employees will be subject to violent or abusive behaviour at work and protocols for dealing with a crisis situation.

32.6 Ceremonial Leave

- (a) An Employee who is Aboriginal Australian and who is legitimately required by Aboriginal and/or Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to five working days' unpaid leave in any one year, with the approval of the Company.
- (b) Where the Company receives a request to substitute a public holiday in accordance with clause 25.3 of this Agreement for a day during NAIDOC week, the Company will consider the circumstances including:
 - (i) any reason identified by the Employee with respect to the request; and
 - (ii) the operational requirements of the Company.
- (c) The Company will not unreasonably refuse a request to substitute a public holiday under this clause.

APPENDIX (I)

Table 1 Permanent and Seasonal Staff Hours

	Permanent					Seasonal			
	Weeks	Hrs/Wk	Hours	Paid extra hrs	R/Up factor	Hours	Paid extra hrs	R/Up factor	
Production	18	60	1,080	594		60	33	0.87	
Performance	18	44	792	162		44	9	0.24	
Ordinary	12	38	456	-		38	0	0	
A Leave	4	38	152	-					
9 Sundays			108	108					
5 PHs			60	60					
Base 38hrs/wk	52		2,648	924	0.4676				
				1,976					
				2,900					
Av. Hrs/wk Incl AL		50.92							

Seasonal Staff

1	Seasonal staff will be paid according to the number and type of weeks worked - ie Production week, Performance week or Ordinary week. Sundays and Public Holidays are not included but paid if worked.
2	At the completion of a seasonal contract the employee will be given a "termination payment" (ie pro rata Annual Leave or 1/12th of earnings)

Table 2 Permanent and Seasonal Staff Hours – Wardrobe

	Permanent				Seasonal			
	Weeks	Hrs/Wk	Hours	Paid extra hrs	R/Up factor	Hours	Paid extra hrs	R/Up factor
Production	18	54	972	432		54	24	0.63
Performance	18	50	900	324		50	18	0.47
Ordinary	12	38	456	-		38	0	0
A Leave	4	38	152	-				
9 Sundays			108	108				
5 PHs			60	60				
Base 38hrs/wk	52		2,648	924	0.4676			
				1,976				
				2,900				
Av. Hrs/wk Incl AL		50.92						

Seasonal Staff

1	Seasonal staff will be paid according to the number and type of weeks worked - ie Production week,
2	At the completion of a seasonal contract the employee will be given a "termination payment" (ie pro rata Annual Leave or 1/12th of earnings)

Table 3 Wage increases during the life of the Agreement

The Australian Ballet - Technical Department											
Level	Classification	Base Weekly	Increases	% Incr.	Base \$/wk	Base \$/hr	Perm \$/yr	Seas 60/wk	Seas44/wk	Seas 38/wk	Cas \$/hr
1a	Head of Staging (Whole Co)	1662.06	Now		1,662.06	43.74	126,841				
			1/2/2024	4.10	1,730.20	45.53	132,042				
			1/2/2025	3.50	1,790.76	47.13	136,663				
1	Head of Stage Management (Whole Co) Head of Lighting (Whole Co)	1530.28	Now		1,530.28	40.27	116,785				
			1/2/2024	4.10	1,593.02	41.92	121,573				
			1/2/2025	3.50	1,648.78	43.39	125,828				
2	Head Mechanist Head Lighting Technician Stage Manager <i>Head Flyman / Automation</i> <i>Head Audio / Audio Engineer</i> <i>Head AV</i>	1431.08	Now		1,431.08	37.66	109,214	2,673.86	1,770.02	1,431.08	47.08
			1/2/2024	4.10	1,489.75	39.20	113,692	2,783.49	1,842.59	1,489.75	49.01
			1/2/2025	3.50	1,541.90	40.58	117,671	2,880.91	1,907.08	1,541.90	50.72
3	Deputy Head Mechanist Deputy Lighting Technician Senior ASM / Tour Logistics <i>Deputy Stage Manager</i> <i>Lighting Programmer</i>	1269.27	Now		1,269.27	33.40	96,866	2,371.54	1,569.89	1,269.27	41.75
			1/2/2024	4.10	1,321.31	34.77	100,837	2,468.77	1,634.26	1,321.31	43.46
			1/2/2025	3.50	1,367.56	35.99	104,366	2,555.18	1,691.45	1,367.56	44.99
4	Assistant Stage Manager (ASM) <i>Leading Technician Mx</i> <i>Leading Technician Lx</i> <i>Props Assistant</i>	1182.70	Now		1,182.70	31.12	90,259	2,209.78	1,462.81	1,182.70	38.90
			1/2/2024	4.10	1,231.19	32.40	93,959	2,300.38	1,522.79	1,231.19	40.50
			1/2/2025	3.50	1,274.28	33.53	97,248	2,380.89	1,576.08	1,274.28	41.92

5	<i>Technician Mx / Store Casual</i>	1072.63	Now	1,072.63	28.23	81,858	2,004.12	1,326.67	1,072.63	35.28	
	<i>Technician Lx</i>		1/2/2024	4.10	1,116.60	29.38	85,214	2,086.29	1,381.06	1,116.60	36.73
			1/2/2025	3.50	1,155.68	30.41	88,197	2,159.31	1,429.40	1,155.68	38.02
6	<i>Loader / General Hand</i>	1052.33	Now	1,052.33	27.69	80,310	1,966.20	1,301.57	1,052.33	34.62	
	<i>Dresser</i>		1/2/2024	4.10	1,095.48	28.83	83,602	2,046.82	1,354.94	1,095.48	36.04
			1/2/2025	3.50	1,133.82	29.84	86,528	2,118.46	1,402.36	1,133.82	37.30

Table 3 Wage increases during the life of the Agreement – Wardrobe

TAB			New TAB Structure								
Level	Classification	Base \$/wk	Increases	% Incr.	Base \$/wk	Base \$/hr	Perm \$/yr	Seas54/wk	Seas50/wk	Seas 38/wk	Cas \$/hr
2	Head of Touring Wardrobe <i>Hd Wardrobe (Nat Tour / Storytime)</i>	1,431.08	Now		1,431.08	37.66	109,213	2,334.92	2,108.96	1,431.08	47.08
			1/2/2024	4.10	1,489.75	39.20	113,691	2,430.65	2,195.43	1,489.75	49.01
			1/2/2025	3.50	1,541.90	40.58	117,670	2,515.72	2,272.27	1,541.90	50.72
3	Deputy Head of Touring Wardrobe <i>Deputy Head of Wigs</i>	1,269.27	Now		1,269.27	33.40	96,865	2,070.92	1,870.51	1,269.27	41.75
			1/2/2024	4.10	1,321.31	34.77	100,836	2,155.83	1,947.20	1,321.31	43.46
			1/2/2025	3.50	1,367.56	35.99	104,366	2,231.28	2,015.35	1,367.56	44.99
4	Wardrobe Maintenance <i>Wig Technician</i>	1,183.77	Now		1,183.77	31.15	90,339	1,931.41	1,744.50	1,183.77	38.94
			1/2/2024	4.10	1,232.30	32.43	94,043	2,010.60	1,816.02	1,232.30	40.54
			1/2/2025	3.50	1,225.20	32.24	93,501	2,080.97	1,879.58	1,275.43	40.30
6	<i>Dresser</i>	1,052.33	Now		1,052.33	27.69	80,309	1,716.97	1,550.81	1,052.33	34.62
			1/2/2024	4.10	1,095.48	28.83	83,602	1,787.36	1,614.39	1,095.48	36.04
			1/2/2025	3.50	1,089.17	28.66	83,120	1,849.92	1,670.89	1,133.82	35.83

APPENDIX (II)

Appendices for seasons external to The Australian Ballet mainstage seasons, namely the Regional Tour and Storytime Ballet tour.

Except as where specifically varied here, the provisions of the Agreement will continue to apply.

CONSULTATION

In the planning stage, The Australian Ballet must meet with employees engaged on the season and provide all information relevant to the schedule and travel proposal, including but not limited to:

- The nomination of Technical employees as drivers for the tour.
- A breakdown of planned transport while on tour, including coach/taxi transfers, employee driving of rental vehicles, and flights.
- Known limitations of venue and their impact to the schedule.
- Identification of periods where additional hours may be required.
- Identification of periods where additional staffing may be required.

TRAVEL

- Travel time will be considered time worked.
- Where the schedule permits, technical employees shall travel between towns with no other scheduled work on that day. Where estimated travel time exceeds 6 hours, no other work shall be scheduled on that day.
- Where an employee is required to travel between towns, a clear break of one hour will be given between arrival at the destination point and the commencement of bump-in.
- Where the touring schedule is such that a ten-hour break may not be possible between the conclusion of work and the commencement of travel the following day, or where estimated travel time exceeds four hours prior to a bump-in on the same day, the Company shall explore alternative door-to-door travel options, such as coach transfer.

ACCOMMODATION

- Single room accommodation shall be provided.
- Where the touring company is performing at a venue within reasonable travel distance of Melbourne and are not provided with accommodation in that town, Technical employees shall be provided with accommodation in that town if rostered to finish work later than 10.30pm, unless they request otherwise.
- Where the touring company can travel to Melbourne following the final performance in a touring venue. Technical employees who are rostered to finish work later than 10.30pm shall be provided with accommodation in that town that evening and travel the following day, following a break from work of ten hours, unless by mutual agreement.

STAFFING

- When the annual schedule permits, permanent Technical employees may be requested to work on seasons external to The Australian Ballet mainstage seasons, namely the Regional Tour and/or Storytime Ballet tour. A permanent employee required to perform in these seasons shall be given reasonable notice of the engagement of not less than 3 months. Less time may be given only in cases of emergency.
- Any permanent Technical employee will be given a right of refusal based on reasonable grounds such as health and safety and/or annual schedule conflicts.
- No employee will be disadvantaged by working under the arrangements above.

SALARY & HOURS OF WORK

- A Technical employee engaged on such a tour will be paid a minimum guaranteed salary based on the scheduled hours of work while on tour, averaged to a weekly rate, and shall be no less than that employee's usual weekly rate. The hourly rate of pay will be determined from the appropriate level outlined in the Technical EBA salary rates in Clause 18.
- Time worked before the commencement of the tour and after its conclusion shall be paid at a permanent employee's usual weekly rate, plus higher duties allowance if applicable; and for seasonal employees at the rate of an Ordinary Week.
- A permanent employee's annualised salary shall not be otherwise affected by this increase in Production Weeks to the annual schedule.
- The actual hours of work will be reviewed at the earliest of either the conclusion of the tour or the end of the employee's engagement. If the scheduled hours of work have been exceeded, overtime will be paid to each relevant employee using the guidelines set out in the Award.
- A permanent Technical employee who is required to work on a Sunday or Public Holiday while engaged on such a tour shall not be credited as having worked those days in regard to the annualised salary.
- The hours of work provisions for all employees shall be as per the Award.
- At least one day per week shall be clear of scheduled work, including travel. If in the case of emergency or circumstances beyond the control of the Company this is not possible, additional overtime payment will be made using the guidelines of the Award.
- The overtime provisions for all employees shall be as per the Award, and includes the following variation:
 - i) Any work performed in excess of 60 hours shall be granted overtime at the rate of double time.
- All leave entitlements and accrual, including personal leave and annual leave, shall continue to apply while on tour for all employees.
- All Technical employees who are nominated as drivers shall receive a weekly allowance of \$65.86 increasing on 1 July each year (in accordance with the Award) while on tour, regardless of the number of hours they have driven that week.

NOT TO BE USED AS A PRECEDENT

The terms of this Appendix shall not be a precedent and shall not be taken to affect the current or future conditions of employees covered by the Agreement.

PART F – EXECUTION OF AGREEMENT

33. SIGNATORIES

The parties to the above arrangement agree that a copy of *The Australian Ballet Technical Staff Enterprise Agreement 2023-2025* shall be lodged with the Fair Work Commission for certification in accordance with the requirements of the *Fair Work Act 2009* (Cth).

Signed for and on behalf of:

The Australian Ballet

DocuSigned by:
Andrew Moon

.....D793534CEB0A4D0.....

Director of ~~Technical~~ and Production
The Australian Ballet
2 Kavanagh Street
Southbank VIC 3006

DocuSigned by:
Teri Conrad

Witness

.....G08103414E53497.....

Date

12/5/2024

Signed for and on behalf of:

The Technical employees

DocuSigned by:
Ellen Castles

.....2D2C843DC62E49A.....

Ellen Castles
Assistant Stage Manager
The Australian Ballet
2 Kavanagh Street
Southbank VIC 3006

DocuSigned by:
Eugenia Farnell

Witness

.....88F041183287464.....

Date

13/5/2024

Signed for and on behalf of:

The Media, Entertainment & Arts Alliance

.....

Erin Madeley
Chief Executive Officer

Media, Entertainment & Arts Alliance
245 Chalmers St, Redfern
Melbourne VIC 3006

Witness Date