

**ALL ACCESS CREWING PTY LTD  
(and its subsidiary companies)  
ENTERPRISE AGREEMENT 2010**

This agreement will remain in force for a period of four (4) years from the 1<sup>st</sup> July 2010 until 30<sup>th</sup> June 2014.

## **1. Title**

This agreement shall be known as the All Access Crewing Pty Ltd Enterprise Agreement

## **2. Arrangement**

This agreement has been arranged as follows:

<b>SUBJECT</b>	<b>CLAUSE</b>
<b>Title</b>	<b>1</b>
<b>Arrangement</b>	<b>2</b>
<b>Definitions</b>	<b>3</b>
<b>Parties Bound</b>	<b>4</b>
<b>Application and Operation</b>	<b>5</b>
<b>National Employment Standards</b>	<b>6</b>
<b>Company Policies</b>	<b>7</b>
<b>Coverage</b>	<b>8</b>
<b>Employment Categories</b>	<b>9</b>
<b>Notice of Termination</b>	<b>10</b>
<b>Sundays and Public Holidays</b>	<b>11</b>
<b>Hours of Work</b>	<b>12</b>
<b>Award Flexibility</b>	<b>13</b>
<b>Consultation on Change</b>	<b>14</b>
<b>Dispute Resolution</b>	<b>15</b>
<b>General Employment Conditions</b>	<b>16</b>
<b>Payment of Wages</b>	<b>17</b>
<b>Superannuation</b>	<b>18</b>
<b>Classifications</b>	<b>19</b>
<b>Special Provision</b>	<b>20</b>
<b>School based trainees</b>	<b>21</b>
<b>Workplace Representatives</b>	<b>22</b>
<b>Serious Misconduct</b>	<b>23</b>
<b>Unfair Dismissal</b>	<b>24</b>
<b>Schedule A – Rates of pay and classifications</b>	
<b>Schedule B – School based apprentices</b>	
<b>Schedule C – Workplace Representatives</b>	
<b>Schedule D – Subsidiary Companies</b>	

### 3. Definitions

3.1 In this Agreement, unless the contrary intention appears:

**Act** means the *Fair Work Act 2009* (Cth) [www.comlaw.com.au](http://www.comlaw.com.au)

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

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

**crewing services employee** will mean a casual employee who assists with all facets of the setting up of sound, lighting, staging and audio-visual equipment including the loading and unloading of the equipment. They also will assist in the setting up and dismantling of entertainment events at outdoor, indoor and small venues. An employee at this level may be required to perform change-overs during performance, and may be called upon to perform routine production functions on basic technical systems. Employees work under direct supervision and are required to have a sound knowledge of theatre/concert terminology and basic production techniques

**employee** means a person employed on a casual basis by All Access Crewing Pty Ltd and engaged in the provision of services

**employer** means All Access Crewing Pty Ltd or their subsidiary companies

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

**enterprise Agreement-based instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

**entertainment industry** means local, national, international and entertainment productions

**live performance industry** means producing, including pre-production and post-production, staging, lighting, audio and audio/visual, presenting, performing, administration, programming, workshops, set and prop manufacture, or otherwise undertaking live theatrical, performance art, operatic, orchestral, dance, erotic, variety, revue, comedy, multi-media, choral, or musical performances, productions, presentations, workshops, rehearsals or concerts, including the provision, sale, service or preparation of food or drink and also including selling tickets by any means, for or in or in connection with any such performances, productions, presentations, workshops, rehearsals or concerts, and including the operation of venues or other facilities, whether

permanent or temporary, utilised for such performances, productions, presentations, workshops, rehearsals or concerts are performed or presented in the presence of an audience, or are recorded by any means

**NES** means the National Employment Standards as contained in [sections 59 to 131](http://www.workplace.gov.au/workplace/Publications/News/NewNationalEmploymentStandards.htm) of the *Fair Work Act 2009* (Cth) <http://www.workplace.gov.au/workplace/Publications/News/NewNationalEmploymentStandards.htm>

**production & support staff (theatre/crewing)** means employees engaged casually specifically as production and or support staff

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

**showcall** means an employee with the skills to execute tasks directly involved with the stage backline, wardrobe, followspot operation and any other operation of the live performance

**suitable accommodation** means a single room in a 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 employer

**trade/s** means an employee who holds a trade certificate or equivalent, a ticket or license to perform prescribed works

#### **4. Parties Bound**

4.1 The parties to this agreement are:

- (a) All Access Crewing Pty Ltd and its subsidiary companies
- (b) Casual employees of the Company engaged in the classifications specified within this agreement
- (c) Casual employees of the subsidiary companies

#### **5. Application and Operation**

5.1 Nominal Expiry Date

This Agreement shall take effect from the first full pay period following the date seven days after the agreement is approved by Fair Work Australia (FWA). The nominal expiry date will be four years (4) from the date of approval

5.2 Relationship to previous agreements and awards

The monetary obligations imposed on employers by this Agreement may be absorbed into over Agreement payments. Nothing in this Agreement requires an employer to maintain or increase any over Agreement payment. Unless otherwise specified this agreement supersedes and revokes any previous agreements and awards applying to the parties

### 5.3 Relationship to other laws

For the avoidance of doubt, Occupational Health and Safety, Long Service Leave and Superannuation will continue to be dealt with by the relevant Federal/ State legislation.

5.4 This Agreement contains arrangements which specify when particular parts of the Agreement come into effect. Some of the arrangements are in clauses in the main part of the Agreement. There are also arrangements that deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

5.5 Neither the making of this Agreement nor the operation of any arrangements is intended to result in a reduction in the take-home pay of employees covered by the Agreement. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this Agreement or the operation of any transitional arrangements, Fair Work Australia may review the arrangements in this Agreement and make a determination varying the Agreement.

## 6. National Employment Standards

6.1 Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.

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

6.3 The [NES](#) and this Agreement contain the minimum conditions of employment for employees covered by this Agreement.

## 7. Company Policies

7.1 This Agreement will be supported by policies and procedures determined by the Company and amended or varied from time to time. These policies and procedures will provide guidelines for the fair and efficient administration of the employment relationship and the operations of the business.

7.2 In the event of an inconsistency between this Agreement and Company policies, this Agreement shall prevail to the extent of the inconsistency in accordance with the Fair Work Act.

## 8. Coverage

8.1 This industry Agreement covers All Access Crewing Pty Ltd (and their subsidiary companies) throughout **Australia**, in the entertainment industry and their employees in the classifications set out in this Agreement.

8.2 The Agreement does not cover an employee excluded from Agreement coverage by the Act.

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

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

## 9. Employment Categories – Casual

9.1 At the time of engagement an employer will inform each new employee of the terms of their engagement and in particular that they are to be casuals

- (a) A casual employee is engaged by the hour for a minimum of three consecutive hours. The employment of a casual employee may be terminated without notice by either the employee or employer subject to the payment of the minimum amount of wages and subject to the employee working the time covered by the payment of such wages. Casual employees have no reasonable expectation of ongoing employment
- (b) The appropriate per hour base **day** rate for casual employees is calculated by dividing the fulltime rate per week, as specified in, for the relevant classification level by 38 and adding a 25% loading on such hourly rates so calculated. The per hour base **night and showcall** rate is calculated on the minimum wages for the relevant classification level by 38 and adding a 52.5% loading on such hourly rates so calculated. **See Clause (3.1)(8.1)**
- (c) Where casual employees are required to work on the same day on at least three short performances (as defined), and there is a break between any two of the short performances of at least two hours, those employees will be paid a minimum call for each such performance of two hours.
- (e) Casual crewing services employee may be engaged to work on two or more different productions on the same day, each production will be deemed a separate engagement for the purpose of this clause.
- (f) A casual employee is an employee engaged as such and paid by the hour. An employer when engaging a casual must inform the employee that they are employed as a casual, stating by whom the employee is employed, their hours of work, their classification level and their rate of pay.
- (g) Ordinary hours of work (38hr) will be between 08:00am and 8:00pm, Monday to Saturday, (which excludes all Rate 2 and Sundays) **A casual employee who works over 8 hours in ordinary hours they will receive time and half for the next two hours and double time thereafter.**

- (h) The 25% casual loading is paid instead of sick pay, annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment. The 52.5% penalty payment is paid instead of overtime and penalties.
- (i) Casual employees may agree to be paid weekly or fortnightly.
- (j) On each occasion a casual employee is required to attend for work they are entitled to a minimum payment of three hours at the appropriate rate.
- (k) Cancellation of roster with less than 3hrs notice being given to the employee will be paid three hours at the appropriate rate.

### 10. Notice of Termination

The notice of termination required to be given by an employee is the same as that required of the employer (14 days in writing)

### 11. Sundays and Public Holidays

(a) All casual employees who work on a public holiday (other than the ones listed in (b) or Sunday, whether part of an ordinary roster or work cycle or not, will be paid at the rate of double time of the **base rate as a flat rate (Schedule A)**, + 25% of the base rate loading with a minimum payment as for four hours.

(b) All casual employees will be paid double time of their current pay rate for Good Friday, Christmas Day and Midday New years Eve to Midday New years day.

(c) Sundays and Public Holidays are not counted in the ordinary hours as they have penalty payment.

### 12. Hours of Work

12.1 Due to the nature of the Industry, the business operates 7 days per week. Employees are required to work regularly on weekends and public holidays

12.2 Casual ordinary hours will be no more than an average of 38 (ordinary) hours per week or 152 hrs over a month cyclic roster over the period, worked on any days Monday to Saturday.

12.3 The company will attempt to allocate shifts as fairly as possible including the distribution of weekend shifts. Casual work will be allocated according to employee availability.

12.4 Employees may organize shift swaps between themselves provided such arrangements have been approved at least 24 hours in advance by the Manager and do not incur additional costs for the Company.

12.5 Notwithstanding anything elsewhere contained in this agreement, start and finish times and the method of working shifts may in any case be varied by agreement between the Company and an employee. This will encompass a cyclic roster over a four week period, where the employee agrees.

12.6 The ordinary day hours of work for casual employees will be a minimum of three consecutive hours per day. Ordinary hours may be worked on any of the days Monday through to Saturday between the hours of 8.00 am and 8:00pm (Rate 1).

The night hours of work between the hours of 8:00pm and 8:00am (Rate 2) this also applies to Showcall (Rate 2) are outside the ordinary hours of work as they include penalty payment.

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

### 12.7 Additional hours

(i) The Company may require an employee to work reasonable additional hours from time to time.

(ii) To establish whether additional hours are reasonable the following points should be considered:

- a) Any risk to employee health and safety by working the additional hours.
- b) An employee's personal circumstances including family responsibilities.
- c) The needs of the workplace in which the employee is employed.
- d) Whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours.
- e) Any notice given by the employer of any request or requirement to work additional hours.
- f) Any notice given by the employee of his or her intention to refuse to work additional hours.
- g) The usual pattern of work in the industry, or part of an industry where the employee works.
- h) The nature of the employee's role and the employee's level of responsibility.
- i) Whether the additional hours are in accordance with the averaging terms in an enterprise agreement.
- j) Any other relevant matter
- k) Additional hours are made up of those hours in excess of ordinary hours described in Clause 12.6 and will be paid at the relevant hourly rate of pay

## 13. Agreement flexibility

13.1 Notwithstanding any other provision of this Agreement, an employer and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

- (d) arrangements for when work is performed;
- (e) overtime rates;
- (f) penalty rates;
- (g) allowances; and
- (h) leave loading.

13.2 The Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of the Enterprise Agreement.

13.3 The agreement may deal with one or more of the following matters:

- a) arrangements about when work is performed;
- b) overtime rates
- c) penalty rates
- d) allowances

13.4 The Employer must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the Act;
- b) are not unlawful terms under section 194 of the Act; and

c) result in the employee being better off overall than the employee

13.5 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

13.6 The Employer must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name and signature of the Employer and Employee and if the Employee is under 18 years of age, the signature of a parent or guardian of the employee; and
- c) states the day on which the arrangement commences; and
- d) details the terms of the enterprise agreement that will be varied, the effects of the change and how the employee will be better off overall as a result of the arrangement.

13.7 The employer must provide a copy of the arrangement to the employee within 14 days after it is agreed to.

13.8 The employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing — at any time.

## **14. Consultation on Change**

Employer to notify

14.1 If the employer is planning or seriously considering major workplace changes that are likely to have a significant effect on the employees covered by this agreement, the Employer must notify and consult with any employees who will be affected by the decision.

14.2 As soon as practicable the employer must discuss with the relevant employees the introduction of the change; and the effect the change is likely to have on the employees. The employer must discuss measures to avert or mitigate the adverse effect of the change on the employees.

Employer to discuss change

14.3 For the purposes of the discussion the employer will provide the relevant employees in writing: (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 (iii) any other matters likely to affect the employees.

14.4 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees and / or Fair Work Australia

14.5 As soon as a final decision has been made, the Employer must notify the employees affected, in writing, and explain the effects of the decision.

14.6 The Employer must act in good faith in relation to the consultation process provided in this clause

14.7 While consultation is occurring; the changes subject to the consultation process will not be implemented, unless the parties agree otherwise

(h) In this clause:

'Good faith' includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.

"A major change is likely to have a significant effect on employees" if it results in:

- (i) the termination of the employment of employees; or
- (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (iv) the alteration of hours of work; or
- (v) the need to retrain or transfer employees; or
- (vi) the need to relocate employees to another workplace;
- (vii) the restructuring of jobs; or
- (viii) changes to the legal or operational structure of the employer or business.

## **15. Dispute resolution**

15.1 If a dispute arises about this agreement, the NES (including subsections 65(5) or 76(4)), or any other work-related matter (including a dispute about whether a workplace rights have been breached), the parties to the dispute will attempt to resolve the dispute at the workplace level.

15.2 If the matter cannot be resolved, a party may refer the dispute to Fair Work Australia for resolution using any of its powers (including powers under section 739(4)).

15.3 Employees are entitled to be represented by their workplace representatives. The employer shall recognise the representative for all purposes involved with the resolution of the dispute.

15.4 . The parties to the dispute and their representatives must act in good faith in relation to the dispute

15.5 . While the dispute is being resolved, the parties will respect the status quo. However, the employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees

15.6 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

**16. General Employment Conditions (*During the life of this agreement, the general employment conditions in this agreement will be increased in accordance with the National increases that apply to the Modern Award.*)**

16.1 Reimbursement of expenses

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

16.2 Use of vehicle allowance

Where an employer directs an employee to use their own motor vehicle in the performance of their duties, such employee will be paid an allowance of \$0.74 per kilometre.

16.3 Meal Breaks and rest periods and allowances

- After 5 hrs of continuous work each employee is entitled to a non paid meal break of half an hour. If the employee is required to work through their meal break, they will be paid double time for that half hour. Where practical, an employee will be given a 10 minute paid break after 3hours worked
- An employee will be entitled to a minimum break from work of 8 hours in a 24hr period

16.4 Travel time

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If an employee is required to travel outside the metropolitan area, they will be paid 1 hour of the rate they are working in (Rate 1 or 2) per 100klm distance travelled from the GPO. This will be paid on the journey there and the journey back once only. ***This applies to crew on local events only not touring events. See 16.6 for touring personnel.***

16.5 Protective Clothing and Tools

Employees (heads of department) will be provided with tools if necessary. Employees will be provided with personal protective clothing in the first instance and will be responsible for these items hereinafter.

#### 16.6 Touring personnel for All Access Crewing Pty Ltd

Employees required to travel outside of their place of residence will be provided with suitable accommodation, flights, **transport** and meals or paid accordingly. Employees will be paid a maximum of \$44 per day per diems if no meals are provided.

Employees will be paid an allowance of \$12 per day (to a maximum of \$63.10 per week) for incidentals (this will be included in your tour rate).

Employees will need to be collected at the arrival airport and taken to accommodation as well as to venue by the client or reimbursed upon taxi receipt up to \$65.

#### 16.7 Breaks for travel for touring personnel

The minimum breaks for travel will be as set out below, except where the employer and the employee agree otherwise:

There will be no work done by an employee on a day in which travel to and from the following places occurs or this will be considered a work day:

(a) Sydney/Perth;

(b) Brisbane/Perth;

(c) Melbourne/Perth.

(d) Where an employee is required to travel other than as specified above, a two hour break will be given between arrival at the destination point and any rehearsal call or performance.

### 17. **Payment of wages**

Wages will be paid weekly or fortnightly according to the actual hours worked for each week or fortnight into the employee's nominated bank account.

### 18. **Superannuation**

#### 18.1 Superannuation legislation

18.1.1 Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Guarantee Charge Act 1992 (Cth)*, the *Superannuation Industry (Supervision) Act 1993 (Cth)* and the *Superannuation (Resolution of Complaints) Act 1993 (Cth)*, deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the Agreement covering the employee applies.

18.1.2 The rights and obligations in these clauses supplement those in superannuation legislation.

#### 18.2 Employer contributions

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

## 19. Classifications and Minimum Wages

### 19.1 Minimum wages

Crewing Employee	Category	Weekly rate
		\$
Level 1	Production and Support Staff Level 1 (Induction/ Training)	569.90
Level 2	Production and Support Staff Level 2	619.90
Level 3	Production and Support Staff Level 3	651.15
Level 4	Production and Support Staff Level 4	663.60
Level 5	Production and Support Staff Level 5, Production & Support Staff Level 4 (Theatre)	684.45
Level 6	Production and Support Staff Level 6, Production & Support Staff Level 5 (Theatre)	705.30

**19.1(a)** *During the life of this agreement, the rates (wages and allowances) of pay in this agreement will be increased in accordance with the National increases that apply to the Modern Award and applied to the rates in Schedule A.*

### 19.2 Production and Support Staff Level 1

(a) Production and Support Staff Level 1 employee is a trainee employee who is undertaking:

six weeks induction training in the case of a full-time or part-time employee; or

228 hours induction training in the case of a casual employee.

(b) The induction training may include information on the enterprise or production, conditions of employment, introduction of supervisors and fellow workers, training and career path opportunities, venue/workshop/plant layout, work and documentation procedures, basic theatre terminology and etiquette, occupational health and safety, equal employment opportunity and quality control/assurance.

1. An employee at this level performs routine duties to the level of the employees training:

### 19.3 Production and Support Staff Level 2

(a) A Production and Support Staff Level 2 is an employee who has completed the Level 1 induction training or possesses other equivalent experience so as to enable them to perform work within the scope of this level.

(b) An employee at this level performs work above and beyond the skills of a Level 1 employee and to the level of the employee's training:

**19.4 Production and Support Staff Level 3**

- (c) A Production and Support Staff Level 3 employee is an employee who applies knowledge and skills so as to enable that employee to perform work within the scope of this level, and may possess a sub-trade certificate.
- (d) An employee at this level performs work above and beyond the skills of an employee at Level 2 and to the level of the employees' training:

**19.5 Production and Support Staff Level 4**

- 2. A Production and Support Staff Level 4 employee is an employee who applies knowledge and skills so as to enable that employee to perform work within the scope of this level, and may possess a trade certificate.
- 3. An employee at this level performs work above and beyond the skills of an employee at Level 4 and to the level of the employees' training:

**19.6 Production and Support Staff Level 5**

- 4. A Production and Support Staff Level 5 employee is an employee who holds a trade certificate in a relevant discipline and is able to exercise the skill and knowledge of that trade or an employee who has acquired and can demonstrate the equivalent experience from on-the-job training in relevant theatrical/entertainment discipline/s.
- 5. An employee at this level works above and beyond an employee at Level 4 and to the level of the employee's training:

**19.7 Production and Support Staff Level 6**

- 6. A Production and Support Staff Level 6 employee is an employee who holds a trade certificate in a relevant discipline and is able to exercise the skill and knowledge of that trade or an employee who has acquired and can demonstrate the equivalent experience from on-the-job training in relevant theatrical/entertainment discipline/s. An employee at this level works above and beyond an employee at Level 5 and to the level of the employee's training

## Schedule A

Level	Weekly	Base rate	Calculated Rate 1 Base rate + 25% loading	Time and a Half after 8 ordinary hours Rate 1 + 25% of the base rate	Calculated Rate 2 Base rate + (25% + 52.5%)	Public Hol/Sun Base rate x 2 (+25% of the base rate)	AA Pay Rate 1	AA Pay Rate 2	AA Pay Rate Sun/Public Hol
1	569.90	15.00	\$18.75	26.25	\$ 26.62	\$ 33.75	\$ 18.75	\$ 26.62	\$ 33.75
2	619.90	16.31	\$20.38	28.55	\$ 28.95	\$ 36.70	\$ 20.50	\$ 28.95	\$ 36.70
3	651.15	17.14	\$21.43	29.99	\$ 30.42	\$ 38.83	\$ 22.50	\$ 31.35	\$ 38.83
4	663.60	17.46	\$21.81	30.56	\$ 30.97	\$ 39.27	\$ 23.50	\$ 31.50	\$ 39.27
5	684.45	18.01	\$22.51	31.52	\$ 31.96	\$ 40.52	\$ 35.00	\$ 35.00	\$ 40.52
<b>6</b>	<b>705.30</b>	<b>18.56</b>	<b>\$23.20</b>	<b>32.48</b>	<b>\$ 32.94</b>	<b>\$ 41.76</b>	<b>\$37.00</b>	<b>\$37.00</b>	<b>\$ 42.00</b>

**Schedule A**

Level	Category
1 Trainee	<p>A Production and Support Staff Level 1 employee is a trainee employee who is undertaking:  six weeks induction training in the case of a full-time or part-time employee; or  228 hours induction training in the case of a casual employee.</p> <p>The induction training may include information on the enterprise or production, conditions of employment, introduction of supervisors and fellow workers, training and career path opportunities, venue/workshop/plant layout, work and documentation procedures, basic theatre terminology and etiquette, occupational health and safety, equal employment opportunity and quality control/assurance.</p> <p>An employee at this level performs routine duties to the level of the employees training:  <b>Works under direct supervision</b></p>
2 Stagehand	<p>A Production and Support Staff Level 2 is an employee who has completed the Level 1 induction training or possesses other equivalent experience so as to enable them to perform work within the scope of this level.</p> <p>An employee at this level performs work above and beyond the skills of a Level 1 employee and to the level of the employee's training:  Stagehand  Crewing Employee  Trades Assistants and Labourers  Certificate 111 in Live Production Theatre and Events or equivalent  Showcall</p>
3	<p>A Production and Support Staff Level 3 employee is an employee who applies knowledge and skills so as to enable that employee to perform work within the scope of this level, and may possess a sub-trade certificate.</p> <p>An employee at this level performs work above and beyond the skills of an employee at Level 2 and to the level of the employees' training:  Crew Chief/Co-ordinator  Forklift Operator  Basic Rigger  Truck driver</p>
4	<p>A Production and Support Staff Level 4 employee is an employee who applies knowledge and skills so as to enable that employee to perform work within the scope of this level, and may possess a trade certificate.</p> <p>An employee at this level performs work above and beyond the skills of an employee at Level 4 and to the level of the employees' training:  Assistant Stage Manager  Projectionist  Pyrotechnician</p>
5	<p>A Production and Support Staff Level 5 employee is an employee who holds a trade certificate in a relevant discipline and is able to exercise the skill and knowledge of that trade or an employee who has acquired and can demonstrate the equivalent experience from on-the-job training in relevant theatrical/entertainment discipline/s.</p> <p>An employee at this level works above and beyond an employee at Level 4 and to the level of the employee's training:  Sound Technician/Operator Lighting Technician/Operator  Backline Technician  AV Technician/Operator  Staging Technician/Ooperator  Mechanist  Stage Manager  Head Rigger /Scaffolder  Seamstress/Tailor  Autocad Drawer  Head Pyrotechnician  Head Forklift Operator</p>
6	<p>A Production and Support Staff Level 6 employee is an employee who holds a trade certificate in a relevant discipline and is able to exercise the skill and knowledge of that trade or an employee who has acquired and can demonstrate the equivalent experience from on-the-job training in relevant theatrical/entertainment discipline/s.</p> <p>An employee at this level works above and beyond an employee at Level 5 and to the level of the employee's training: FOH Manager Deputy Head of Department, Publicity Mngr</p>

## **-20.Special Provision for Prescribed Occupations in the Entertainment Industry**

### **See Award Flexibility.**

## **21.School Based Apprentices**

This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.

A school-based apprenticeship may be undertaken in the trades covered by this Agreement under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority

The relevant minimum wages for full-time junior and adult apprentices provided for in this Agreement, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.

For the purposes of, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.

A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.

The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.

School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice.

The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

If an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.

School-based apprentices are entitled pro rata to all of the other conditions in this Agreement.

### **See Schedule B**

**22. Work Representatives/Independent Contractors/Renegotiation – See Schedule C**

**23 Serious Misconduct – All Employees**

23.1 The Company may terminate the employment of an employee for gross and wilful misconduct without prior notice of termination, or payment in lieu of notice.

23.2 Gross and wilful misconduct is:

- (a) Attending work intoxicated and or
- (b) Under the influence of illegal or illicit drugs

23.3 Obligations on termination

An employee whose employment has been terminated for any reason must immediately return to the Company all property, documents and any items in the employee's possession, owned by the Company.

23.4 Recovery of overpayments upon termination

***This clause will be applied in conjunction with the relevant provisions of the Fair Work Act (Part 2-9 Division 2 Sec 323-326)***

**.Section 324 Permitted deductions**

(1) An employer may deduct an amount from an amount payable to an employee in accordance with subsection 323(1) if:

(a) the deduction is authorised in writing by the employee and is principally for the employee's benefit; or

(b) the deduction is authorised by the employee in accordance with an enterprise agreement; or

(c) the deduction is authorised by or under a modern award or an FWA order; or

(d) the deduction is authorised by or under a law of the Commonwealth, a State or a Territory, or an order of a court.

Note 1: A deduction in accordance with a salary sacrifice or other arrangement, under which an employee chooses to:

(a) forgo an amount payable to the employee in relation to the performance of work; but

(b) receive some other form of benefit or remuneration;

will be permitted if it is made in accordance with this section and the other provisions of this Division.

Note 2: Certain terms of modern awards, enterprise agreements and contracts of employment relating to deductions have no effect (see section 326). A deduction made in accordance with such a term will not be authorised for the purposes of this section.

(2) An authorisation for the purposes of paragraph (1)(a):

(a) must specify the amount of the deduction; and

(b) may be withdrawn in writing by the employee at any time.

(3) Any variation in the amount of the deduction must be authorised in writing by the employee

#### **24. Unfair Dismissal**

***This clause is to be applied in conjunction with the relevant provisions of the Fair Work Act (Part 3-2- Divisions Sec 379-405)***

**Schedule B—School-based Apprentices**

- B.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- B.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- B.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- B.4** Where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- B.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- B.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- B.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- B.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice.
- B.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- B.10** If an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- B.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

## **Schedule C**

### **Workplace Representatives**

To facilitate a consultative and co-operative approach to employee relations in the workplace, staffs who have been duly elected as workplace representatives will be allowed reasonable time and facilities during working hours to enable them to attend to their duties including:

- representing employees in enterprise bargaining,
- consulting with employees concerning enterprise agreement negotiations,
- representing the interest of employees to the employer and industrial tribunals, ,Fair Work Australia

### **Independent Contractors**

If the Employer engages any person as a contractor to perform work that, if it were performed by an employee would be covered by the terms and conditions of this agreement, then that contractor must be afforded the same terms and conditions of employment as he or she would have received if they were engaged as an employee performing the work.

### **Renegotiation of Agreement**

The employer shall commence negotiating for a replace agreement between 3 and 4 months before the nominal expiry date of this agreement.

The employer shall negotiate in good faith with any workplace representatives covered by this agreement who are bargaining representatives at the time negotiations are due to commence.

### **Notice Boards**

The company shall provide a designated noticeboard in each (Office/Tea Room/Staff Room/Roster Room).

**Schedule D**

**Subsidiary Companies**

**Startek Enterprises Pty Ltd**

**Etetc Pty Ltd**

**24. Signatures of the Parties**

**Signed for and on behalf of All Access Crewing Pty Ltd**

Signature:.....  
Print Name: Dee Dimmick  
Position: Managing Director  
Address:.....  
.....  
Date:.....

**Signed for and on behalf of the Employees**

Signature: .....  
Print Name: Dean France  
Employees' Representative/  
Employee:.....  
Address: 6 Rimfire Cresent  
Brackenridge QLD 4017 Ph: 0411956285  
Date.....

**Signed for and on behalf of the Employees**

Signature: .....  
Print Name: Steven Alberts  
Employees' Representative/  
Employee:.....  
Address 31 Manly Dve  
Robina Qld 4226...Ph: 0433125605  
Date.....

**Signed for and on behalf of the Employees**

Signature: .....  
Print Name: Benjamin Mills  
Employees' Representative/  
Employee:.....  
Address:...25 Greenup St  
Redcliffe Qld 4020 Ph: 0415050617  
Date.....

**Signed for and on behalf of the Employees**

Signature: .....  
Print Name: Brendan Wright  
Employees' Representative/  
Employee:.....  
Address:13 Marsh St  
Cannon Hill Qld Ph: 0418985802  
Date.....

**Signed for and on behalf of the Employees**

Signature: .....  
Print Name: Deyne Keegan  
Employees' Representative/  
Employee:.....  
Address:9 North St  
Kedron Qld 4032 Ph: 0448810000.  
Date.....