



HANDBOOK

AND

EMPLOYEE AGREEMENT

MISSION STATEMENT

Our mission is to continue to be recognised as one of Australia's leading service providers to the Entertainment industry with a reputation that also extends to the international market.

All Access Crewing Pty Ltd strives to provide ongoing industry support and involvement while keeping a strong work ethic of reliability, adaptability and complete customer satisfaction and we will continue to grow from strength to strength.

TERMS OF EMPLOYMENT: INCLUDING NOTES DERIVED FROM THE LIVE PERFORMERS AWARD 2010

All Access actively implements procedures to comply with ever changing industry standards under the MEAA (Media and Entertainment Art Alliance), and the LP 2010 Award which is the Live Performers Award 2010 which is governed by Fair Work Australia.

All Access recognises and acts in accordance with the award to ensure continued fair relations between employees.

Additionally, Fair Work Australia governs the award pay as well and procedures recommended for settlement of disputes, anti-discrimination actions, etc

(For further reference, a full copy is kept at the All Access Office)

RESPONSIBILITIES OF AN EMPLOYEE

Important and essential responsibilities of an employee to comply and assist in maintaining All Access standards are as follows;

- Take reasonable care to ensure own safety
- At all times wear personal protective equipment
- Work with others in a safe manner and monitor work for hazards, make sure you tell your supervisor
- Co-operate with management with regards to WH&S policies
- **Do not operate any machinery unless you have a current certificate of competency and have been allocated that job task by the office**
- Always be punctual or contact your supervisor if you will be late
- **Always check in and out with your supervisor at the commencement and completion of a job**
- Ensure you stay with the allocated production department or inform your supervisor of change
- Always wear an appropriate harness as made available by the Principal Contractor or your own when climbing
- Arrive 15 minutes prior to commencement of work
- Always ensure compliance with All Access Handbook and Workplace Health and Safety induction (White Card)
- Report unsafe work conditions to the office before proceeding work 07 3352 7622 and also to your work supervisor

For your own professionalism, it is important/recommended that you supply your own common hand tools and PPE that are essential in the industry i.e.; shifters, ratchets (19/24mm), multi tools, gloves, maglight, tape, GIG APPOINTMENT DIARY, and any personal items you may require. Remember these as well as the above items are a tax deduction. If you require further info on specific department tools, All Access can advise you.

Additionally it is important to remember other responsibilities such as:

- Tax File Declaration
- Providing electronic banking details
- To complete timesheets if expected
- To advise your supervisor if you are unable to fulfill your obligations

THE AWARD

The Live Performers Award 2010 applies to the employment of casual employees at concerts, events and other venues by crewing service companies, where the work involves transportation, setting up, operation and dismantling of sound, lighting, staging and associated equipment.

The award also assists in recommended procedures for certain industry related matters.

Communication, Consultation & Dispute Resolution

"As soon as practicable after the dispute or claim has arisen, the employee/s concerned will take up the matter with their principle supervisor affording them the opportunity to remedy the cause of the dispute. If not resolved, raise the matter with and discuss it with the appropriate person in the site where the employee works."

With the award in mind, All Access' fair and equitable process for dealing with grievances procedure is as follows:

- 1) Report Incident to supervisor / person in charge as soon as appropriate,
- 2) Record your complaint in writing and send it to the All Access Administration, identifying the following:

- The circumstances surrounding the situation
- Who was involved
- Why you feel unfairly treated
- Any evidence you have
- Date the situation took place and where
- The name of any witnesses who could support your case.

Any concerns / queries should be corresponded to All Access Administration for resolution. Your grievance will be evaluated and a decision made. The results of the grievance will be appropriately recorded for the future. In the event that a grievance cannot be resolved internally, you will be advised of the appropriate body where they can seek further assistance.

ANTI-DISCRIMINATION

As a member of the All Access team, it is important as an employee (under the Workplace Relations Act) to actively recognise and practise respect and also to value the diversity of the workforce by helping prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

"Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects."

WAGES AND RELATED MATTERS

The minimum rate of pay for an employee (as dictated by the Award) is as follows:

As an All Access Employee, times that apply are as follows;

Day Rate Stage Hands	Rate 1	0800 to 2000
Night Rate Stage Hands	Rate 2	2000 to 0800
Showcall Rate	Rate 2	

*For trainee, technician, specialists and operator rates, please contact Dee Dimmick for further information on **07 3352 6371**.*

DAY & TOURING RATES

Day and Touring rates are subject to negotiation in regards to event requirements and can be mediated with the assistance and support of All Access Administration.

MEAL BREAKS AND REST PERIOD

"No employee will work more than 5 consecutive hours without an unpaid meal break of half an hour. This meal break may be reduced to less than the specified period if the employee elects to do so"

"Where practicable the employee will be given a 10 minute paid crib break after 3 hours worked"

"An employee who is required by the client to work through a meal break will be paid double the prescribed rate for half an hour"

As the above states, under the award you are entitled to an unpaid meal break after five hours. It is your responsibility, if you are not working under a crew boss to bring this to the attention of the people you are working with. If they request for you to continue through your meal break and you agree, then this is not a problem.

WAGES

Wages are based on the number of hours worked and will reflect the timesheets that have been completed by the crew chief. If any errors are identified, amendments will then fall in the following pay week.

TIMESHEETS

Timesheets must be completed at the end of a job by the crew chief and handed into or emailed to the All Access Office the next working day. If there is no crew chief allocated to the job it will your responsibility to call in your hours and All Access administration will confer with the client regarding the hours worked.

THE PAY WEEK

The pay week commences on the Monday of each week concluding on Sunday.

Pays will be directly deposited to your nominated bank account on the following Friday Morning. The office must be in receipt of your times or invoice by 1700 (5pm) Tuesday. If your invoice is received after this time, payment will be made the following pay week and will be subject to a \$5 late fee. Any adjustments to your pay can only be attended to during office hours.

COMPANY DETAILS

Phone: 07 3352 7622

Fax: 07 3352 7698

Post to PO BOX 1243 Stafford City, Q 4053 or
Office at 1 / 8 Finsbury St, Newmarket

HOURS OF WORK

The very nature of the industry determines the hours of work. Most load ins of an event take place in the morning and the load outs usually after the final show at night. Normally a load in and/or out can take three hours as production crews are working to a tight schedule. Corporate events or film shoots for instance, may be anything from 4 to 12 hours' duration. Therefore there are no set 9-5 situations in the entertainment industry, so employees need to be extremely flexible. According to the National Employment Standards you can work 38 ordinary hours in one week. Our ordinary hours are from Monday to Sat 8am-8pm. Overtime is calculated after 8hrs of continuous work and double time applies to Sundays and Public Holidays.

Additionally, there will also be times where a crewing employee may be required at short notice and for long or short periods of time.

BOOKING RECORDS

It is important once you have been booked for a gig (via sms or phone or email) to record all relevant information into your diary i.e. Venue, meeting location, start time, onsite contact & dress type (corporate etc). If a change occurs to your start time, your supervisor will contact you.

At the completion of work that you have been booked for, please record the finish time in your diary along with any meal breaks that were taken.

By keeping accurate records of times you have worked, when it comes to your wages you will have the correct information.

CALL IN TIMES

Additionally, All Access asks that you please call in or text or email your times to the office when you have finished a gig, especially a small gig where there may not be an allocated Crew Boss. If this does not happen, you may not be paid in that pay week. This information is necessary to enable invoicing of the client

FUEL FOR TRAVEL

All Access will meet your fuel receipts for jobs that are beyond Ipswich, Gold Coast and Coolumb on the North Coast, however when you utilise someone else's vehicle for travel to the coasts or Brisbane Areas, please have the ethics to contribute to their fuel costs.

ALL ACCESS ACCOUNTANT

The All Access Accountant is MSI Taylor. After negotiations we have made available their services to our employees. If for any reason you may have a query regarding your tax requirements and an All Access administrator cannot answer the question first and foremost, you may contact;

SEAN HEGARTY

MSI TAYLOR

Level 9, Toowong Tower
9 Sherwood Rd

p 07 3870 0198

f 07 3870 3167

e seanh@msitaylor.com.au

Please be aware Mr. Hegarty is a professional and a charge may incur for the consultation so please consult an All Access administrator first.

STANDARDS OF CONDUCT – See Policy Manual ACCESS AND EQUITY

The company actively implements procedures and practices that ensure that all personnel have the equal opportunity in accessing allocations in work dependent on their qualified skills, knowledge and experience and conduct.

All staff must observe the standards of conduct set out in this book. Observance of these standards protects **everyone's** interest.

PROFESSIONAL BEHAVIOUR

All staff are expected to behave in a professional manner when representing the Company. This includes when you are traveling to or from the site, during the work and wearing the Company uniform. All staff are required to be punctual, co-operative and discreet. Use of inappropriate behavior such as bullying, sexual harassment or any negative comments towards the company, its clients and its employees will not be tolerated. This could result in immediate cessation of work.

RESPECT AND INTEGRITY

At all times it is expected that our clients and other staff members be treated with respect and integrity. If you are running late for a site, it is expected that you contact your Supervisor and advise them, or you may be replaced without notification. This naturally flows through to performers and touring personnel. Please respect their privacy and do not attempt at anytime to approach performers for autographs etc

SOLICITATION OF CLIENTS / EMPLOYEES

Solicitation of the Company's clients is prohibited at all times.

All employees are expected to read and sign the confidentiality agreement. Solicitation agreements are signed by each of our clients prior to an event that stipulates they cannot secure your services without penalty. Please do not approach All Access' clients at any time you are engaged by All Access. Therefore your first responsibility is to All Access always.

DRUGS AND ALCOHOL

It is prohibited for any employees or representative of the Company to be under the influence of alcohol or illegal drugs while traveling to or from a worksite or while working on site or performing site activities, including operating vehicles or equipment. The manufacture, distribution, possession, use and or sale of an illegal drug or alcohol on site are prohibited. We are obliged to comply with the law if an incident is brought to our attention in the event of a work related incident, blood tests may be enforced. If you are found under the influence of an illegal drug or alcohol you will not qualify for workers compensation or public liability.

Persons determined to be in a state that is hazardous to them, or others will be asked to cease work immediately and leave the site.

ACCIDENT REPORTING AND RECORDING

All injuries of any nature (within reason) shall be recorded on an incident report form. This is for the benefit of both companies and individuals should any further disputes occur.

Additionally, a blood test may be required if accidents occur as part of the Workplace investigation. If a crewmember is found under the influence of any such substance, they will be not be eligible for compensation.

If an incident occurs in relation to equipment damage, a formal report/notification of all details relating to the situation must be handed as soon as possible to an All Access Administrator and or Crew boss.

MOBILE PHONES See Policy Manual

Mobile phones or pagers must be turned off and not worn whilst working. You can check your messages during your breaks.

FIRST AID See Policy Manual

Most sites have a St Johns Ambulance in attendance. All incidents and accidents are to be reported immediately to your supervisor and necessary paperwork is to be completed. There will be a first aid kit on site supplied at each event for your use.

HOUSEKEEPING

Cleanliness and order are the basic requirements of fire and accident prevention and must be maintained at all times. The responsibility for good housekeeping lies with each individual on every site.

THEFT

All thefts will be reported immediately to the Police. You are responsible for the security of your own valuables.

UNABLE TO WORK

If you can't do a gig, don't replace yourself, instead exercise correct procedure and phone All Access Office and inform the correct supervisor of your situation and have them replace you.

WORK ETHIC

Working in the entertainment industry requires dealing with a broad spectrum of people and you are expected to work well with each other. Teamwork was discovered because of this industry! High performance, respect and integrity, focusing on the job at hand, are critical components of a great work ethic. Always do the best you can at any given moment and if you need assistance, please speak with your Company supervisor. It is extremely important that you do not approach touring personnel with the intention of working on a tour or soliciting, as this is considered unprofessional. Punctuality on the job is paramount, as each department is bound by schedules. In the same vein, the staff numbers are pre decided and if you cannot meet your given work start time or meeting place, it is vital that you contact your Company supervisor.

OCCUPATIONAL HEALTH & SAFETY (OH&S) See Policy Manual

With the ever changing requirements and ever increasing liabilities involved within the industry, it will soon be compulsory for all crew to hold a White Card Workplace Health and Safety Ticket. This will be superseded by a White card in the near future. All Access holds induction training at the office to supply its crew with current entertainment specific wh&s requirements. However if a crewmember is unable to attend, it is up to him / her to soon supply their own accredited ticket for entry to any work / construction site. Some events that will require this ticket include Livid, Big Day Out, etc.

Workplace safety is a responsibility of us **ALL**. All Access requires that all clients and employees strictly follow safe working practices and procedures as well as adhering to the safe polices and rules lay down by the current Occupational Health and Safety Act. Every person has an obligation to themselves and their working companions, to do their utmost to preventing accidents and to develop and maintain a co-operative spirit of safety consciousness.

Additionally in relation to Occupational Health and Safety, some personal protective equipment that should be supplied by you as the employee for work on construction sites is as follows;

- **Head protection** – Hard Hats to be worn correctly at ALL times by ALL personnel in any designated areas. Hard hats are not required to be worn inside buildings, vehicles except where there is danger of being hit on the head from any direction or you are directed to do so by the client or venue / site manager.
- **Ear protection** – Shall be worn where noise level exceeds 85 db.
- **Eye Protection** – Shall be worn where any hazardous condition exists e.g. power tools.
- **Weather Protection** – e.g. hats / sunscreen / wet weather gear.
- **Hand Protection** – shall be worn where there is any possibility of damage to subcontractor's hands.
- **Foot Protection** – Strong sensible footwear must be worn at ALL times. Steel caps are required for outdoor events
- **Protection when working at heights** – Harnesses, helmets, ascenders and other appropriate equipment must be worn at all times when working at heights or under where there is any danger of falling.

3 STRIKE RULE See Policy Manual

If any of the said rules of this handbook are violated the following may occur;

- **Strike 1** - The first violation may result in either a verbal reprimand from your supervisor or a written warning, depending on the offence. The fact that a verbal reprimand has been given will be included on your official records only if a second warning has been given.
- **Strike 2** - Any second violation may result in a written warning, stating the offence and the action taken. This report becomes part of your permanent record.

Reprimands are given in order to correct a particular behaviour before it becomes a problem. We want to give anyone the opportunity to improve and become a better employee. However, if any employee repeatedly violates the required standards of conduct after being warned, this is interpreted to mean that the subcontractor does not wish to work with All Access Crewing Pty Ltd

- **Strike 3** – Termination of employment is a drastic step. However, some violations are severe enough to warrant immediate suspension or termination. These include;
 - Immoral or indecent conduct
 - Repetitive complacent attitude + lack of punctuality
 - Falsification of application
 - Possession of, taking or being under the influence of alcohol or non medical(ILLICIT) drugs on the property
 - Discrimination of other employees
 - Gross misconduct or physical violence towards others

OUR RESPONSIBILTIIY TO YOU

EMPLOYER BENEFITS: VIEWING AN EVENT

Your supervisor will inform you if you are allowed to view a performance or part thereof. Some artist's management may preclude staff from viewing particular events. All staff entering an event must wear earplugs and additionally be aware of their authorised Access Area! ***This is a privilege and not a right.***

MANAGEMENT'S OPEN DOOR POLICY

All Access cannot emphasise enough the importance of open communication. Our open door policy guarantees you the opportunity to discuss problems and suggestions without the risk of recrimination. Your supervisor is always willing to listen to your concerns and suggestions. If there is a problem that you feel needs attention, please follow these steps:

- Discuss any problem or complaint with your supervisor privately as soon as it arises, and in a calm manner. Your supervisor will attempt to resolve the situation, or it may be directed to your Principal Contractor.
- Your Supervisor will gather all facts and meet with you and the others involved separately reviewing the situation and resolving the problem. If you are still not satisfied, other arrangements such as mediation can be arranged.

SUPERVISORS RESPONSIBILITIES

- Set an example (a good one)
- Prepare safe work procedures
- Ensure all staff understand that health and safety is of paramount importance to them and the Company
- Ensure a site induction is performed and relevant PPE is worn by staff
- No employee is to undertake a task they have not be trained to do
- Immediate reporting and investigation of incidents to determine causes and preventative action
- Respond to all safety suggestions and take appropriate action to correct any unsafe conditions or reporting to management items beyond their authority to remedy
- Ensure first aid boxes are replenished
- Conduct regular risk assessments of site for hazards
- Ensure the employee has a certified current competency for the use of tools/equipment
- Supervision of staff
- Monitor time sheets and have them signed by production personnel
- Allocation of meal breaks and to which designated area.
- Monitor tasks assigned to staff and ensure that all staff have a break of half an hour after five continuous working hours

UP-SKILLING AND TRAINING

All Access is committed to professional development for its employees. With assistance from ETETC Inc we can recognize your current skills and offer qualifications in the industry if you are eligible. If you are interested in formal skills or interests please contact Dee on 07 3352 6371. All new entrants are given basic training before commencing work as well as a WH&S induction.

OFFICE

The office is now located upstairs AT 1/8 Finsbury Street Wilston and with its reception area down stairs at entry and is contactable on 07 3352 7622. The hours of business are 0900 to 1700 Monday to Friday. The office will provide a support service for you:

- This includes a register of crewing staff and their availability for work. It is your responsibility to keep the office informed of your availability
- Administration staff and management are available however this is by appointment only. An appointment book has been created. Please ring the office to make an appointment
- Tea, coffee and cold drink facilities are available to you at the rear of the building however, unscheduled meetings are to be conducted downstairs or outside
- This is a smoke free workplace
- A service fee will now apply for any phone calls, faxes, e-mails or photocopying made at Office.
- Copies of award payments, occupational health and safety legislation are available
- Inductions are a minimum charge to employees

DRESS CODE

T-shirts can be purchased from the office only. If we do not have stock, you can leave your name. It is a requirement that you wear the All Access shirt on work events; however please remove the shirt if you are attending elsewhere after a load in/out. All staff and employees are representatives of All Access. It is important that you present a neat and tidy appearance at all times. Please wear the All Access shirt.

Corporate Events:

Dress blacks and footwear must fit properly and be worn at all times. No open shoes or defective footwear are to be worn on site. Where applicable, wearing of supplied uniform is expected, Hair is to be neat and presentable and body adornments to be covered or removed. This applies to all corporate clients that you work for.

Outdoor Events:

Shirt and hats are to be worn at all times. Sunscreen is to be applied regularly.

VENUES

All venues have dress and behavior codes. At no time are you to remove any clothing prior to working whilst there are patrons still in attendance. At no time are you to go to any part of the venue that you are not asked to work in. Please note each venue has its own emergency procedures that must be adhered to. It is your responsibility to familiarise yourself with these on your arrival and prior to commencement of any work on site. It is expected that you follow these procedures at all times. Certain venues, e.g. Brisbane Convention and Exhibition Centre, supply a uniform and you must sign in and out at security prior to commencing work.

Please note:

- All work sites are hard hat areas some are vested also (you should have a hardhat and vest)
- Smoking is prohibited inside all venues; please smoke only in designated areas.
- No smoking in trucks
- No mobile phones whilst working

IN CONJUNCTION WITH THIS HANDBOOK YOU SHOULD RECEIVE:

1. Application
2. Policy Manual
3. Enrolment for WH&S card

VENUE	ADDRESS	PHONE #	NOTES
Brisbane Entertainment Center	Melaleuca Drv Boondall Brisbane	(07) 3265 8111 Reception	BEC Adrian Green - Technical Manager
Brisbane Exhibition & Convention Center	Cnr Grey / Merivale Streets Southbank, Brisbane	(07) 3308 3000 Reception	BCEC Heather – AV Department Corporate Dress
Chameleon	25 Helen St Newstead Brisbane	(07) 3854 1511	Brian O'Conner Operations Manager
Conrad Jupiters Casino	Broadbeach Island Gold Coast Australia 4218	(07) 5592 8100	
Dreamworld	Dreamworld Parkway, COOMERA, QLD, 4209. Tel:	(07) 5588 1111	Big Brother Venue
Entertainment Lighting Supplies	30 Taree Burleigh Junction Gold Coast	(07) 5593 5105	ELS
Gold Coast Parklands	Smith St, Southport Gold Coast		Big Day Out Homebake
Hedgehog	15 Computer Rd, Yatala Gold Coast	(07) 3804-6044	Corporate Dress
Hyatt Regency,	Warren Rd Yaroomba Coolumb	(07) 5446 1234	Corporate Dress
IJS Concert Sound & Lighting			
Lighting Dimensions	30 Millway St Kedron Brisbane	(07) 3350-1144	
Marriott Brisbane	515 Queen Street Brisbane, 4000	(07) 3303 8000	Corporate Dress
Marriott Gold Coast	158 Ferny Ave Surfers Paradise Gold Coast	(07) 5592 9800	Corporate Dress
MovieWorld	Pacific Motorway, Oxenford Gold Coast,	(07) 5573 3999	
Norwest	Yeerongpilly Corporate Park Unit 133c/49 Station Road Yeerongpilly	(07) 3892 0900	
Powerhouse	119 Lamington St Newfarm	(07) 3358-8622 Admin	Nerell Corporate Dress
Queensland Performing Art	Cnr Melbourne & Grey St Southbank 4101	Stage Door (07) 3840 7500	QPAC qpac.com.au All Crew to sign in at Security at Stage Door
RNA Showground's	Main Entrance Gregory Tce		Livid Festival
Royal Pines	Rosst St Ashmore	(07) 5597 1111	Corporate Dress
Sheraton Brisbane	249 Tourbot St Brisbane	(07) 3835 3535	Corporate Dress Security Requirements Sign In & Out from Car park attendant office between 0700-2100 Outside of this time, dial 9 on security phone located on wall for Security
Sheraton Gold Coast	Sea World Drive, Main Beach ■ Gold Coast,	(07) 5591 1488	Corporate Dress
Southbank	Grey St Brisbane		
Staging Connections - Brisbane	6 Snyder St Bowen Hills	(07) 3252 9333	Corporate Dress
Staging Connections – Gold Coast	19 Northview St Mermaid Beach	(07) 5526 0500	Corporate Dress
Staging Dimension	30 Millway St Kedron Brisbane	(07) 3350-1144	
Tivoli	52 Costin Street (off Gregory Terrace) Fortitude Valley	(07) 3257-1583	
Treasury Casino	Old Treasury Building Top of Queen Street Mall Brisbane City QLD	(07) 3306 8888 Reception	Corporate Dress

EMPLOYEE AGREEMENT

between

All Access Crewing Pty Ltd
1/8 Finsbury Street, Newmarket, QLD 4051
ACN 010 535 743
(the Employee)

and

Name.....

[Date]

Private and confidential

[Insert employee's full name].....
[Insert employee's residential address].....

Dear

Letter of engagement

I am pleased to offer you casual employment in the position of **Trainee or Stagehand** (please circle which applies) at **All Access Crewing Pty Ltd** ('the employer') on the terms and conditions set out in this letter.

1. Position

- 1.1 Your employment will be on a casual basis, as required.
- 1.2 Each occasion that you work will be a separate contract of employment which ceases at the end of that engagement.
- 1.3 As a casual employee, there is no guarantee of ongoing or regular work.
- 1.4 The duties of this role are in the **attached** position description. On each occasion that you work you will be required to perform these duties and any others we may assign to you, having regard to your skills, training and experience.
- 1.5 You will be required to perform your duties at **[various locations (metropolitan or regional)]** or elsewhere as reasonably directed by the employer.

2. Terms and conditions of employment

- 2.1 Unless more generous provisions are provided in this letter or in the attached Schedule, the terms and conditions of your employment will be those set out in the **Live Performers Award 2010 (Overview 2010)(All Access Crewing Pty Ltd Enterprise Agreement)(please circle which is applicable)** and applicable legislation. This includes, but is not limited to, the National Employment Standards in the *Fair Work Act 2009*.
- 2.2 Your employment may be terminated at any time by providing you with notice, to apply at the end of your current engagement. The termination notice period will be fourteen (14) days
- 2.3 The additional terms and conditions set out in the attached Schedule will also apply to your employment.

3. Remuneration

- 3.1 You will be paid at the rate of (See attached Pay Rate Schedule) per hour, including the applicable casual loading.
- 3.2 You will be paid **[weekly]** to the bank account nominated by you.
- 3.2 The employer will also make superannuation payments on your behalf in accordance with the *Superannuation Guarantee (Administration) Act 1992*.
- 3.3 Your remuneration will be reviewed annually, and may be increased at the employer's discretion. **[Note that the employee must always be paid in line with, or above, the relevant minimum wage]**

4. Your obligations to the employer

- 4.1 You will be required to:
 - (a) perform all duties to the best of your ability at all times;
 - (b) use your best endeavours to promote and protect the interests of the employer; and
 - (c) follow all reasonable and lawful directions given to you by the employer, including complying with health and safety and company policies and procedures as amended from time to time. These policies and procedures are incorporated into your contract of employment.

5. Confidentiality

- 5.1 By accepting this letter of offer, you acknowledge and agree that you will not, during the course of your employment or thereafter, except with the consent of the employer, as required by law or in the performance of your duties, use or disclose confidential information relating to the business of the employer, including but not limited to client lists, trade secrets, client details and pricing structures.

6. Entire agreement

- 6.1 The terms and conditions referred to in this letter constitute all of the terms and conditions of your employment and replace any prior understanding or agreement between you and the employer.
- 6.2 The terms and conditions referred to in this letter may only be varied by a written agreement signed by both you and the employer.

7. Health and Safety

The Employee must take all reasonable steps to ensure their safety while at work and that any of their actions or any inaction while at work does not cause harm to any other person.

The Employee must be familiar with and comply with the Employer's health and safety policies and procedures at all times. Failure to do this may lead to disciplinary action being taken, which may include termination of employment.

The Employee must report to management any accidents, incidents or hazards arising during the course of employment as soon as possible after they occur.

If the Employee has any concerns in relation to safety or the safety of others in the workplace, they must report it to the Employer who will take steps to provide and maintain a safe work environment.

The employee must hold a blue card or whitecard for WH&S induction

8. Non Solicitation

In consideration of the parties entering into this Agreement and to reasonably protect the goodwill of the Business, it is agreed that without the prior written consent of the Principal, the Employee will not during the continuation of this Agreement and for a period of twelve (12) months after the termination of this Agreement, whether directly or indirectly, for the period specified in this clause:

- (a) induce or solicit or accept the approach of any employee or other person engaged by the Principal to leave the employment or engagement of the Principal or to commence employment or other type of engagement with the Employee or any other person or entity; or
- (b) induce or solicit or accept the approach of any client, past or present, of the Business, with the view to performing the business of that Employee by the Employee or any other person or entity.

In this clause, a reference to Employee will include any other person or entity in which the Employee has any connection or involvement with (no matter how remote) including any company in which the Employee is a director, shareholder, employee, in partnership with or agent or any other relationship whatsoever.

The parties agree that any combination of the acts referred to in these clauses would be unfair and calculated to damage the Business.

The Employee agrees that each of the separate covenants and restraint in this clause are reasonable.

The parties agree that if any provision of this clause is considered excessive or invalid by any court, or at any other time at the discretion of the Principal, the Principal may notify the Employee of a variation of this clause specifying a reduced obligation and or period and upon service of such notice, the obligation and or period will be so reduced and the parties agree to be bound by the provisions of this clause as varied by the notice. Nothing in this clause will prevent any court from reading down the restraint if such court is authorized to do so.

If you have any questions about the terms and conditions of employment, please don't hesitate to contact [Dee Dimmick] on [07 33527622].

Employees and employers may also seek information about minimum terms and conditions of employment from the Fair Work Ombudsman. You can contact them on 13 13 94 or visit their website at www.fairwork.gov.au.

To accept this offer of employment please return a signed and dated copy of this letter to me by

Yours sincerely,

Dee Dimmick
Managing Director

I,have read and understood this letter and accept the offer of employment from on the terms and conditions set out in the letter. I understand that each engagement will constitute a separate contract of employment between us.

Dated:
Signed:
Name:

PLEASE KEEP A COPY OF THIS LETTER FOR YOUR RECORDS

POSITION DESCRIPTION

[Insert position description for this employee here]

SCHEDULE OF ADDITIONAL TERMS AND CONDITIONS

Pay Rates as of July 1st 2010

Hours	Level 1 - Stagehand	Base	+25%	+52.5%	150%	200%
0800-2000 Ordinary Hours Rate 1	Ordinary hours paid at base rate + 25% loading of the base rate	15.51	19.39			
2000-0800 Rate 2	Nite rate paid at base rate +25% loading and 52.5% penalty	15.51		27.53 (77.5%)		
Sat midnite to Sunday midnite and public holidays	Double time of the base rate + 25% loading on the base rate (minimum 4hr call) no other penalty	15.51				34.90
After 8hrs of continuous work in ordinary hours	Paid at 150% of the base rate for the first 2 hours (inc 25% loading on the base rate)	15.51			27.14	
After 10 hrs of continuous work in ordinary hours	Paid at 200% of the base rate (inc 25% loading) for the next 2 hours	15.51			34.90	
Showcall Rate 2	Nite rate paid at base rate + 52.5% penalty	15.51		27.53		
Hours	Level 2 - Stagehand	Base	+25%	+52.5%	150%	200%
0800-2000 Ordinary Hours Rate 1	Ordinary hours paid at base rate + 25% loading of the base rate	16.87	21.09			
2000-0800 Rate 2	Nite rate paid at base rate +25% loading and 52.5% penalty	16.87		29.95 (77.5%)		
Sat midnite to Sunday midnite and public holidays	Double time of the base rate + 25% loading on the base rate (minimum 4hr call) no other penalty	16.87				37.95
After 8hrs of continuous work in ordinary hours	Paid at 150% of the base rate for the first 2 hours (inc 25% loading on the base rate)	16.87			29.51	
After 10 hrs of continuous work in ordinary hours	Paid at 200% of the base rate (inc 25% loading) for the next 2 hours	16.87			37.95	
Showcall Rate 2	Nite rate paid at base rate + 52.5% penalty	16.87		29.95		

I have completed, read and understand :

1. the employee hand book
2. the policy manual
3. the enterprise agreement

I agree to work in accordance with the All Access requirements and conditions of employment

Dated.....

Name.....

Signature.....

Witness.....