**WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

Application No. APPL 70 OF 2023

**COMMISSION’S OWN MOTION PURSUANT TO SECTION 40B TO REVIEW THE *THEATRICAL EMPLOYEES (PERTH THEATRE TRUST) AWARD 1983***

On 14 September 2023, notice was given by the Commission’s Own Motion pursuant to section 40B of the *Industrial Relations Act 1979* (WA) of the Commission’s intention to vary the *Theatrical Employees (Perth Theatre Trust) Award 1983.*

A hearing for the purpose of affording interested persons an opportunity to be heard in relation to the proposed variations was held on Thursday, 12 October 2023 at 10:00 am. Further variations have been prepared by the parties on and following the 12 October 2023 hearing.

The revised variations are published in the annexed table. A further hearing for the purpose of affording interested persons an opportunity to be heard in relation to the revised variations will be held at the Commission, Level 18, 111 St Georges Terrace, Perth on **Friday, 20 September 2024 at 10:30 am.**

Any person who wishes to be heard in relation to the proposed variations should contact Senior Commissioner Cosentino’s Chambers by email at Chambers‑Cosentino@wairc.wa.gov.au.

S. BASTIAN

REGISTRAR

7 AUGUST 2024

|  |  |
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| **Current Award** | **Proposed variations** |
|  | Insert the following as a heading before clause 1 ‘Title’:PART 1 - APPLICATION AND OPERATION |
| 1. - TITLEThis Award shall be known as Theatrical Employees (Perth Theatre Trust) Award No. 9 of 1983. | 1. - TITLEThis Award shall be known as the Arts and Culture Trust - Theatrical Employees Award. |
| 1B. - MINIMUM ADULT AWARD WAGE(1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.(2) The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38-hour week is $918.60 per week. The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38-hour week is calculated as follows: divide $918.60 by 38 and multiply by the number of ordinary hours prescribed for a full-time employee under the award. The minimum adult award wage is payable from the beginning of the first pay period commencing on or after 1 July 2024. (3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case decisions.(4) Unless otherwise provided in this clause adults aged 21 or more employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by results, shall not be paid less than pro rata the minimum adult award wage according to the hours worked.(5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award (if applicable) to the minimum adult award wage, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*. (6) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or government approved work placement programs or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.(7) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.(8) Subject to this clause the minimum adult award wage shall –(a) Apply to all work in ordinary hours.(b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award. (9) Minimum Adult Award WageThe rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2023 State Wage order. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum wage.(10) Adult Apprentices(a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38-hour week is $762.80 per week.(b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38-hour week is calculated as follows: divide $762.80 by 38 and multiply by the number of ordinary hours prescribed for a full-time apprentice under the award. (c) The minimum adult apprentice wage is payable from the beginning of the first pay period commencing on or after 1 July 2024. (d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.(e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.(f) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship. | NO VARIATIONS |
| 2. - ARRANGEMENT1. Title1B. Minimum Adult Award Wage2. Arrangement2A. State Wage Principles3. Area and Scope4. Term5. Rates of Pay6. Adjustment of Rates of Pay7. Contract of Service8. Hours of Work9. Overtime10. Sundays11. Public Holidays12. Payment of Wages13. Higher Duties14. Agreement as to Lower Rates15. Meal Intervals and Allowances16. Sick Leave17. Annual Leave18. Long Service Leave19. Compassionate Leave20. Travelling21. Protective Clothing, Uniforms, Equipment and Laundry Allowance22. First Aid Kit23. Accommodation for Employees24. Special Costumes for Employees25. Time and Wages Record26. Posting of Award Notices27. Maternity Leave28. Allowances29. Definitions30. Board of Reference31. Part Time Employment32. PartiesAppendix - Resolution of Disputes RequirementAppendix - S.49B - Inspection Of Records Requirements | 2. - ARRANGEMENTPART 1 - APPLICATION AND OPERATION1. Title1B. Minimum Adult Award Wage2. Arrangement3. Area and Scope4. DefinitionsPART 2 - CONTRACT OF EMPLOYMENT5. Contract of Service6. Notice Of Termination - Employer7. Notice Of Termination - Employee8. Casual Employment9. Part Time EmploymentPART 3 - HOURS OF WORK10. Hours of Work11. Overtime12. SundaysPART 4 - LEAVE AND PUBLIC HOLIDAYS13. Public Holidays14. Personal Leave15. Annual Leave16. Long Service Leave17. Bereavement Leave18. Parental Leave19. Family and Domestic Violence LeavePART 5 - RATES OF PAY20. Rates of Pay21. Supported Wage22. Payment of WagesPART 6 - ALLOWANCES AND FACILITIES23. Higher Duties24. Meal Intervals and Allowances25. Travelling26. Protective Clothing, Uniforms, Equipment and Laundry Allowance27. First Aid Kit28. Accommodation for Employees29. Special Costumes for Employees30. Other AllowancesPART 7 - RECORD KEEPING31. Time and Wages Record32. Inspection Of Records Requirements33. Right of Entry34. Posting of Award NoticesPART 8 - DISPUTE RESOLUTION35. Resolution of Disputes RequirementPART 9 - NAMED PARTIES36. Parties |
| 2A. - STATE WAGE PRINCIPLESIt is a condition of this award that any party seeking to vary its terms on or from 31 January 1992 shall not pursue before the Commission any variation to such award without due regard for the Principles as stated by the Commission in the Reasons for Decision in Matter No. 1752 of 1991 for the duration of those Principles. | CLAUSE DELETED |
| 3. - AREA AND SCOPEThis Award shall apply to all employees of the Perth Theatre Trust engaged in any of the classifications specified in Clause 5. - Rates of Pay. | 3. - AREA AND SCOPEThis Award shall apply to all employees of the Arts and Culture Trust engaged in any of the classifications specified in Clause 20. - Rates of Pay. |
| 4. - TERMThis Award shall operate for a period of two years from May 19, 1983. | CLAUSE DELETED |
|  | 4. - DEFINITIONS(1) “Accommodation” referred to in subclause 25(h) shall include overnight accommodation and breakfast.(2) “Artist’s labourer” means an unskilled employee who assists artists to place canvas in frames and mixes paints, assists in the preparation and laying in of cloths and scenery under the supervision of the scenic artist.(3) “Association” means the Media, Entertainment and Arts Alliance of Western Australia (Union of Employees).(4) “Audio/Audiovisual technician” means an employee who is competent to erect and/or operate and/or maintain and does as required erect and/or operate and/or maintain equipment (including switchboards) in the relevant audio or audiovisual department.(5) “Authorised officer of the Association” means the State Secretary and Association representative nominated in writing by the Secretary.(6) “Carpenter” or “Mechanist” means an employee who is competent to do any class of wood-work, build any kind of scenery and do general stage work, such as the setting of scenery and keeping of scenery, props, etc., in good order and condition under the supervision of the producer, director, stage manager or head mechanist, and who does so when required by the employer.(7) “Commission” means the Western Australian Industrial Commission.(8) “Head audio technician” and “Head audiovisual technician” means an employee who is conversant with and competent to take charge of the audio or audiovisual department and who is for the time being in charge of that department.(9) “Head carpenter” or “Head mechanist” means an employee who is conversant with and competent to take charge of all branches of the mechanical department and is for the time being actually in charge of that department.(10) “Head cleaner” means a cleaner who is responsible for the cleaning of the theatre and who has to supervise the work of one or more other cleaners.(11) “Head of wardrobe” means an employee who is conversant with and competent to take charge of all branches of the wardrobe department and who is for the time being actually in charge of that department.(12) “Head Lighting Technician” means an employee who is conversant with and competent to take charge of the lighting department and who is for the time being in charge of that department.(13) “Lighting technician” means an employee who is competent to and does as required, install, operate and maintain lighting equipment (including switchboards) in the lighting department. (14) “Performance” shall mean one run through of any production during which an audience is present and/or an occasion when any video, film, audio-recording or broadcasting is undertaken.(15) “Prop maker” means an employee who is conversant with making and does, when required, make all kinds of props required for a production.(16) “Prop master” means an employee who is conversant with and competent to take charge of all branches of the prop department and who is for the time being actually in charge of that department.(17) “Stage hand” means a person engaged to, and competent to move and/or set stage scenery, props, furniture and other items connected with a stage production or live performance or rehearsal under the supervision of the head mechanist, stage manager, producer or other competent authorised representative of the employer. When compelled to use tools of trade other than for a regular performance or rehearsal skilled rates shall apply. (18) “Technical Stage Manager” is a Stage Manager responsible for the technical direction of mechanical, sound, lighting and electrical setups and control of a production, whether with or without assistance from another Stage Manager or Assistant Stage Manager.(19) “Time and a half” means in the case of a weekly employee one and a half times the prescribed rate per week divided by the number of the prescribed total weekly ordinary hours of work, and in the case of an employee engaged by the hour, one and a half times the prescribed rate per hour.(20) “Unskilled labour” means sweeping the stage or doing any other unskilled work in connection with the setting or cleaning of stage or theatre under the direction of a skilled member of the staff, the stage manager, producer or any other authorised representative of the employer. Where compelled to use tools employees are to be paid skilled rates.(21) “Utility person” means an employee who, in addition to unskilled work, does small repair and other slightly skilled work. |
|  | Insert the following as a heading before clause 5 ‘Contract of Service’:PART 2 - CONTRACT OF EMPLOYMENT |
| 5. – RATES OF PAYThe rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle. These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.The minimum weekly award rate of pay to be paid to an employee shall be as follows -

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  | MINIMUM RATE | SUPPLE-MENTARY PAYMENT | ASNA | TOTAL MINIMUM AWARD RATE |
|  |  |  | $ | $ | $ | $ |
| (1) |  | Stage Management Section |  |  |  |  |
|  |  |  |  |  |  |  |
|  | (a) | Technical Stage Manager | 500.40 | 8.00 | 627.20 | 1135.60 |
|  | (b) | Stage Manager | 472.40 | 8.00 | 620.60 | 1101.00 |
|  | (c) | Assistant Stage Manager | 390.00 | 8.00 | 589.80 | 987.80 |
|  |  |  |  |  |  |  |
| (2) |  | Mechanical Department |  |  |  |  |
|  |  |  |  |  |  |  |
|  | (a) | Workshop |  |  |  |  |
|  |  |  |  |  |  |  |
|  | (i) | Head carpenter | 460.40 | 8.00 | 616.60 | 1085.00 |
|  | (ii) | Carpenter | 406.30 | 8.00 | 593.90 | 1008.20 |
|  | (iii) | Carpenter's assistant | 357.50 | 8.00 | 582.10 | 947.60 |
|  |  |  |  |  |  |  |
|  | (b) | Stage |  |  |  |  |
|  |  |  |  |  |  |  |
|  | (i) | Head mechanist/head road manager | 460.40 | 8.00 | 616.60 | 1085.00 |
|  | (ii) | Mechanist/head flyman/road manager | 406.30 | 8.00 | 593.90 | 1008.20 |
|  | (iii) | Stage hand/flyman | 357.50 | 8.00 | 582.10 | 947.60 |
|  |  |  |  |  |  |  |
|  |  | Loading for stage hands in charge of side/revolve truck: 8 per cent. |  |  |  |  |
|  |  |  |  |  |  |  |
| (3) |  | Electrical/Lighting Department |  |  |  |  |
|  |  |  |  |  |  |  |
|  | (a) | Head electrician | 460.40 | 8.00 | 616.60 | 1085.00 |
|  | (b) | Electrician/main switchboard operator | 406.30 | 8.00 | 593.90 | 1008.20 |
|  | (c) | Electrical hand | 357.50 | 8.00 | 582.10 | 947.60 |
|  |  |  |  |  |  |  |
|  |  | Loading for electrical hand who is required to operate spots/auxiliary switchboard/visual effects: 8 per cent. |  |  |  |  |
|  |  |  |  |  |  |  |
| (4) |  | Audio Department |  |  |  |  |
|  |  |  |  |  |  |  |
|  | (a) | Head audio technician | 460.40 | 8.00 | 616.60 | 1085.00 |
|  | (b) | Audio operator | 406.30 | 8.00 | 593.90 | 1008.20 |
|  | (c) | Audio hand | 357.50 | 8.00 | 582.10 | 947.60 |
|  |  |  |  |  |  |  |
|  |  | N.B. Where there is no separate audio department the audio operator/hand shall be classified under (3) Electrical/Lighting Department. |  |  |  |  |
|  |  |  |  |  |  |  |
| (5) |  | Wardrobe Section |  |  |  |  |
|  |  |  |  |  |  |  |
|  | (a) | Workshop |  |  |  |  |
|  |  |  |  |  |  |  |
|  | (i) | Head of wardrobe | 460.40 | 8.00 | 616.60 | 1085.00 |
|  | (ii) | Cutter/tailor/ wigmaker/milliner | 406.30 | 8.00 | 593.90 | 1008.20 |
|  | (iii) | Seamstress/maintenance hand/buyer/costume jeweller | 357.50 | 8.00 | 582.10 | 947.60 |
|  |  |  |  |  |  |  |
|  | (b) | Stage |  |  |  |  |
|  |  |  |  |  |  |  |
|  | (i) | Head of department | 460.40 | 8.00 | 616.60 | 1085.00 |
|  | (ii) | Wardrobe hand/dresser/valet | 406.30 | 8.00 | 593.90 | 1008.20 |
|  |  |  |  |  |  |  |
| (6) |  | Property Department |  |  |  |  |
|  |  |  |  |  |  |  |
|  | (a) | Workshop |  |  |  |  |
|  |  |  |  |  |  |  |
|  | (i) | Property master/mistress | 460.40 | 8.00 | 616.60 | 1085.00 |
|  | (ii) | Property maker | 406.30 | 8.00 | 593.90 | 1008.20 |
|  | (iii) | Property hand | 357.50 | 8.00 | 582.10 | 947.60 |
|  |  |  |  |  |  |  |
|  | (b) | Stage |  |  |  |  |
|  |  |  |  |  |  |  |
|  | (i) | Property master/mistress | 460.40 | 8.00 | 616.60 | 1085.00 |
|  | (ii) | Property hand | 357.50 | 8.00 | 582.10 | 947.60 |
|  |  |  |  |  |  |  |
| (7) |  | Art Department |  |  |  |  |
|  |  |  |  |  |  |  |
|  | (a) | Scenic Artist | 460.40 | 8.00 | 616.60 | 1085.00 |
|  | (b) | Assistant scenic artist | 406.30 | 8.00 | 593.90 | 1008.20 |
|  | (c) | Artist's labourer | 357.50 | 8.00 | 582.10 | 947.60 |
|  |  |  |  |  |  |  |
| (8) |  | Services |  |  |  |  |
|  |  |  |  |  |  |  |
|  | (a) | Receptionist/telephonist (enquiry clerk) | 348.30 | 8.00 | 586.70 | 943.00 |
|  | (b) | Firefighter |  |  |  | 943.00 |
|  | (c) | Utility person | 349.40 | 8.00 | 585.60 | 943.00 |
|  | (d) | Stage Door Keeper |  |  |  | 943.00 |
|  |  |  |  |  |  |  |
| (9) |  | Cleaners |  |  |  |  |
|  |  |  |  |  |  |  |
|  | (a) | Head cleaner | 371.50 | 8.00 | 585.50 | 965.00 |
|  | (b) | Cleaner | 364.10 | 8.00 | 583.70 | 955.80 |
|  |  |  |  |  |  |  |
|  |  | Engaged by the hour (with a minimum payment as of three and a half hours). |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  | $ |  |  |  |
|  |  | 8.00 a.m. to 6.00 p.m. | 28.67 |  |  |  |
|  |  | 6.00 p.m. to midnight | 43.01 |  |  |  |
|  |  | midnight to 8.00 a.m. | 57.34 |  |  |  |
|  |  |  |  |  |  |  |
| (10) |  | Skilled labour not classified elsewhere | 460.40 | 8.00 | 616.60 | 1085.00 |
|  |  |  |  |  |  |  |
| (11) |  | Unskilled labour not classified elsewhere |  |  |  | 943.00 |
|  |  |  |  |  |  |  |
| (12) |  | Additional Rates |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  | Persons employed as casuals in the following classifications shall be paid the specified hourly amounts in addition to the wage provided elsewhere: |
|  |  |  |  |  |  |  |
|  |  |  | MINIMUM RATE | SUPPLE-MENTARY PAYMENT | ASNA | TOTAL MINIMUM AWARD RATE |
|  |  |  | $ | $ | $ | $ |
|  |  | Main switchboard operator | 1.70 |  |  |  |
|  |  | Head flyman | 1.52 |  |  |  |
|  |  | Person in charge of side | 0.70 |  |  |  |
|  |  |  |  |  |  |  |
| (13) |  | Front of House (38 hour week) | $ | $ | $ | $ |
|  |  |  |  |  |  |  |
|  | (a) | Senior Booking Office Supervisor | 498.80 | 8.00 | 629.20 | 1136.00 |
|  | (b) | Head Booking Clerk (i.e. one who supervises the staff) | 467.00 | 8.00 | 618.80 | 1093.80 |
|  | (c) | Booking Clerk (including party bookings) | 438.90 | 8.00 | 606.90 | 1053.80 |
|  | (d) | Ticket Seller | 384.30 | 8.00 | 588.30 | 980.60 |
|  | (e) | Programme/concession sellers/ushers/ticket takers/cloakroom attendant | 348.30 | 8.00 | 586.70 | 943.00 |

Booking clerks and ticket sellers shall not be held responsible for cash shortages when they are instructed to allow another employee (including the manager of the venue) access to their cash or tickets during a selling period(14) Subclause (15) applies whenever a State Wage Case decision is issued by the Commission, increasing adult rates of pay in State awards by a flat dollar amount. (15) The State Wage Case increase is to be applied to adult weekly rates of pay in this award for the classifications under subclauses (1) to (12) in accordance with the following formula: Step 1: Divide the flat dollar increase by 38 (and round to the nearest cent) Step 2: Multiply the figure calculated in Step 1 by 40 *Example: The Commission awards an $18.00 per week increase to adult weekly rates of pay**Step 1 = $18.00 ÷38 = $0.47* *Step 2 = $0.47 x 40 = $18.80* *In this example adult weekly rates of pay would be increased by $18.80 per week.* | 5. - CONTRACT OF SERVICE(1) All employees on permanent staff shall be engaged by the week unless a longer period of engagement be agreed to between the parties concerned.(2) Notwithstanding anything contained elsewhere in this Award, employees employed as stage managers, other than at the Concert Hall, who work four full days or more each week, must be employed by the week, except in the case of an emergency, such as the illness of an employee. |
| 6. - ADJUSTMENT OF RATES OF PAYThe rates of pay specified in this award may be varied on application of either party to the Western Australian Industrial Commission following any variation which is made to the equivalent rates applying to employees covered by the Theatrical Employees' (Live Theatre and Concert) Award 1982 registered in the Australian Conciliation and Arbitration Commission. | CLAUSE DELETED |
|  | Insert the following as a new clause:6. - NOTICE OF TERMINATION - EMPLOYER1. The employer must comply with the requirements for notice of termination set out in the National Employment Standards of the *Fair Work Act 2009* (Cth). Refer to sections 117 and 123, and Division 3 of Part 6-3 for further details.

Note:1. Division 3 of Part 6-3 of the *Fair Work Act 2009* (Cth) requires non-national system employers (including employers in the Western Australian state industrial relations system) to provide notice of termination or payment in lieu to employees.

(2) Section 117 of the *Fair Work Act 2009* (Cth) outlines the length of notice or payment in lieu an employer must provide to terminate an employee’s employment, as well as other conditions regarding the giving of notice.(3) Section 123 of the *Fair Work Act 2009* (Cth) outlines which employees are excluded from receiving notice. (2) Nothing in this Award shall affect the legal right of the employer to dismiss without notice any employee for whatever period engaged and whether on tour or not for serious misconduct; and in the case of such dismissal wages shall be payable for the employment up to but not after the time of dismissal.(3) Notwithstanding anything contained in the award, the employer may deduct payment of wages for any day on which an employee cannot be usefully employed because of:(a) any strike;(b) any breakdown of machinery; or(c) any stoppage of work for which the employer is not responsible. |
| 7. - CONTRACT OF SERVICE(1) All employees on a permanent staff shall be engaged by the week unless a longer period of engagement be agreed to between the parties concerned.(2) Notwithstanding anything contained elsewhere in this award, employees employed as stage managers, other than at the Concert Hall, who work four full days or more each week, must be employed by the week, except in the case of an emergency, such as the illness of an employee.(3) When an employee is engaged by the week the employment shall be terminated on either side by a week's notice which may be given at any time during the week, and the employee shall only be entitled to payment up to the time of the expiration of the notice. If an employee or the employer fails to give the required notice, one week's wages shall be forfeited or paid as the case may be.(4) Nothing in the award shall affect the legal right of the employer to dismiss without notice any employee for whatever period engaged and whether on tour or not for malingering, inefficiency, neglect of duty or misconduct; and in the case of such dismissal wages shall be payable for the employment up to but not after the time of dismissal.(5) Notwithstanding anything contained in the award, the employer may deduct payment of wages for any day on which an employee cannot be usefully employed because of:(a) any strike;(b) any breakdown of machinery; or(c) any stoppage of work for which the employer is not responsible.(6) The appropriate per hour rate for casual employees is calculated by dividing the total per week rate (as specified in Clause 5. - Rates of Pay) for the relevant classification by the total number of ordinary hours required to be worked by a weekly employee in that classification and adding a 20 per cent loading on such hourly rates so calculated.(7) Casual employees shall be engaged for a minimum period of three and a half hours which may include more than one performance.(8) The employment of a casual employee may be terminated without notice by either side subject to the payment of any prescribed minimum amount of wages and subject to the employee working the time covered by such a minimum amount if required to do so.(9) (a) A casual employee who works more than eight hours on any day shall be paid overtime at the rate of time and a half for the first two hours and double time thereafter.(b) A casual employee who works more than 40 hours (excluding overtime worked on a daily basis) in any one week shall be paid for all hours in excess of forty, time and a half for the first four hours and double time thereafter.(c) A casual employee working between midnight and 8 a.m. on any week day (Monday - Friday) in connection with a performance shall be paid at double the rate prescribed in subclause (6) above for those hours between midnight and 8 a.m.(d) The provisions of this subclause do not apply when a casual employee is engaged in accordance with subclause (10).(10) Casual employees not required to work a performance shall be paid at the following hourly rates which include loading for casual work, with a minimum payment for three and one half hours-

|  |  |
| --- | --- |
|  | $ |
|  |  |
| 8.00 a.m. to 6.00 p.m. | 28.67 |
| 6.00 p.m. to midnight | 43.01 |
| midnight to 8.00 a.m. | 57.34 |

(11) Casual back stage employees engaged for a performance when required for bumping out work between the conclusion of the performance on Saturday night and 8 a.m. Sunday shall be paid $31.82 per hour with a minimum payment of three and a half hours. (a) If engaged for a performance, additional work associated with that performance shall be paid in accordance with subclause (6). Such engagement shall be continuous.(b) Casual employees engaged for work not associated with a performance who work in excess of three and a half hours and then work a performance shall continue to be paid as prescribed in subclause (10) for all work on that day. | Insert the following as a new clause:7. - NOTICE OF TERMINATION - EMPLOYEE(1) When an employee is engaged by the week the employee must give the employer a weeks’ notice of termination. |
| 8. - HOURS OF WORK(1) Except as otherwise prescribed in the award, the weekly total of ordinary hours of work shall be 40 to be worked in five days of eight hours.(2) Subject to subclause (5), as to each employee whose prescribed weekly total of ordinary hours of work is 40, the daily total of eight hours shall be worked in no more than two periods to be continuous except as to meal intervals occurring therein.(3) Notwithstanding the foregoing provisions, different arrangements may be made as to time off by agreement between the employer and the authorised officer of the association.(4) All employees must be notified by the employer of their working shifts by means of a roster placed in the staff room for each employee's perusal. At least seven days' notice must be given to the employee should any alteration of the working hours be intended, except in the case of emergency.(5) As to employees in the wardrobe workshop whose prescribed weekly total of ordinary hours is 40:(a) The daily total of ordinary hours of work shall be eight hours on each of five days of the week.(b) Such hours shall be worked on Monday to Friday inclusive within the range of 8.30 a.m. to 6.00 p.m.(c) In each spell of work of more than four hours an interval of 10 minutes to be selected by the employer shall be allowed for refreshment in the third hour and shall be counted as time worked.(6) As to booking clerks and ticket sellers in theatres whose prescribed weekly total of ordinary hours is 38 -(a) The daily total of ordinary hours of work shall be 7 hours 36 minutes on each of the five days of the week.(b) Such hours shall be worked continuously within the range of 8.00am to 10.00pm.(7) The ordinary hours for technical officers shall be 7.00am to 12 midnight.(8) Except as otherwise provided, each employee shall have two days off in each week of employment. Such two days shall be consecutive if it is reasonably possible to arrange rosters accordingly.All Employees(9) No employee shall be permitted to work on more than six days in any one week except:(a) In the case of an emergency and/or bump-out and/or bump-in.(b) When the seventh day is a day on which no performance is presented.(10) Any employee commencing work on or after 6 a.m. having had a 10 hour break on a week day shall be paid for the time so worked between 6 a.m. and 8 a.m. at the rate of double time. The period from 8 a.m. shall then be at single time. | Insert the following as a new clause:8. - CASUAL EMPLOYMENT(1) Casual employees shall be engaged for a minimum period of three and a half hours which may include more than one performance.(2) The employment of a casual employee may be terminated without notice by either side subject to the payment of any prescribed minimum amount of wages and subject to the employee working the time covered by such a minimum amount if required to do so. |
| 9. - OVERTIME(1) Except where otherwise prescribed in this award, weekly employees shall receive overtime as follows (calculated to the nearest quarter of an hour):(a) For all work performed in excess of the prescribed daily total of hours - at the rate of time and a half for the first two hours and double time thereafter on a daily basis. Provided that work on the sixth day shall be paid for at the rate of time and a half for the first four hours and double time thereafter except for employees not engaged in connection with the sixth day's performance, and in which case work on the sixth day shall be paid at the rate of time and a half for the first two hours and double time thereafter.(b) For all the work performed in excess of the prescribed weekly total of hours or outside the prescribed spread of range of hours or after a break in working hours prescribed to be worked consecutively or continuously - at the rate of time and a half.(2) Weekly employees (except cleaners) called upon to work between midnight and 8 a.m. shall be paid overtime at the rate of double time.(3) For any work done by cleaners:(a) Between 10 p.m. and 5.45 a.m. (excluding that weekend period between 11 p.m. on Saturday and 5.45 a.m. on Monday as provided for elsewhere in this award), payment shall be made with a loading of 30 per cent per hour with a minimum payment as for three and a half hours, to be calculated by dividing the weekly rate by 40; or(b) Between 5.45 a.m. and 8 a.m. (excepting Sundays and public holidays as provided for elsewhere in the award), payment shall be made with a loading of 20 per cent per hour to be calculated as for subclause (1) above; or(c) Between 4 p.m. and 8 p.m., for cleaners called back specially to do such work, payment shall be made with a loading of 4 per cent of the employee's basic weekly rate for each occasion the employee is called back.(4) An employee (other than a cleaner) who works overtime in excess of his normal hours on one day shall be entitled to a break of ten hours before resumption of work on the following day. Should such employee be required to resume work before the expiration of ten hours he shall be paid at double time rates until he is released from duty for such period.(5) Weekly employees may be required to work a reasonable amount of overtime, and this shall include work on the sixth day unless the employee has in the first five days worked on a considerable amount of overtime and does not desire to work on the sixth day.(6) Where an employee is detained at work until it is too late to travel home by the last train, tram or other regular public conveyance, the employer shall provide proper conveyance to the employee's home for the employee so detained.(7) An employee shall, wherever possible, be given 24 hours’ notice that he is required to work all night after the evening performance and the burden of establishing impossibility shall rest upon the employer. | 9. - PART TIME EMPLOYMENT(1) Part time employment means regular and continuing employment for a minimum of fifteen hours per week and a maximum of thirty five hours per week.(2) An employee who is employed on a part time basis shall be paid a proportion of the appropriate full time wages dependent upon time worked. The wages shall be calculated in accordance with the following:Box Office -

|  |  |  |
| --- | --- | --- |
| Hours Worked Per Week38 | x | Full Time Weekly Wage1 |

Other Employees -

|  |  |  |
| --- | --- | --- |
| Hours Worked Per Week40 | x | Full Time Weekly Wage1 |

(3) A part time employee shall receive payment for personal leave, annual leave and long service leave on a pro rata basis according to the proportion which the employee's hours of work bear to the hours fixed by Clause 10. - Hours of Work of this Award.(4) Employees are entitled to holidays prescribed in Clause 13. - Public Holidays of this Award without variation to the employee's weekly wage provided the holiday occurs on a day which is normally worked by the employee. |
|  | Insert the following as a heading before clause 10 ‘Hours of Work’:PART 3 - HOURS OF WORK |
| 10. - SUNDAYSFor any work done between 11 p.m. on Saturday and 5.45 a.m. on Monday, payment shall be as follows:(1) If an employee is engaged by the week and the work done is in addition to his or her ordinary working week - one half of the prescribed per week rate in addition to payment for the week. Provided where an employee engaged by the week continues from 11 p.m. Saturday night into Sunday and the additional work is not a full shift and concludes prior to 3 a.m., he shall be paid at the rate of triple time for the period worked after 11 p.m. provided that where the work continues past midnight a minimum of three and one half hours shall apply.(2) If an employee is engaged by the week and work done is part of an ordinary five day working week - one quarter of the prescribed per week rate in addition to payment for the week.(3) The period of work for which payments are prescribed in subclause (1) and (2) is a normal shift, or, if no normal shift is prescribed, a period of six hours and 40 minutes.A normal shift shall be deemed, for the purposes of this clause, to be six hours and 40 minutes. All work shall be continuous except for meal intervals of not more than one hour as provided in Clause 15. - Meal Intervals and Allowances. (4) All work in excess of the time prescribed in subclause (3) shall be paid for at three times the ordinary rate if carried out under subclause (1) or two and a half times the ordinary rate if carried out under subclause (2).(5) For night cleaners “the prescribed per week rate” shall mean the ordinary weekly rate prescribed for daytime work.(6) If the employee is engaged other than by the week - double the ordinary prescribed rate - provided that:-(a) in the case of an employee employed in connection with a performance on Saturday night continuing work other than “bumping-out”, double time will commence as from midnight for that portion of time worked after midnight;(b) in the case of an employee commencing work on Monday before 5.45 a.m. double time will be payable only for that portion of time worked before 5.45. a.m; and(c) in the case of a casual employee engaged in connection with a performance on Saturday night when required for bumping out work between the conclusion of the performance on Saturday night and 8 a.m. Sunday shall be paid $21.76 per hour with a minimum payout of three and one half hours (see Clause 7 (11)).(7) Notwithstanding anything herein contained, a weekly employee working in connection with a performance on Saturday night and continuing work after 11 p.m. on that night shall, if engaged in work other than “bumping-out” work and not continuing later than two hours after the fall of the curtain at the conclusion of the said performance or 1 a.m. Sunday (whichever shall first occur), be paid for the time so worked at the rate of double time.(8) Regular employees shall be given preference in working on a Sunday but an employee who does not desire to work on a Sunday shall not be required to do so. | 10. - HOURS OF WORK(1) Except as otherwise prescribed in this Award, the weekly total of ordinary hours of work shall be 40 to be worked in five days of eight hours.(2) Subject to subclause (5), as to each employee whose prescribed weekly total of ordinary hours of work is 40, the daily total of eight hours shall be worked in no more than two periods to be continuous except as to meal intervals occurring therein.(3) Notwithstanding the foregoing provisions, different arrangements may be made as to time off by agreement between the employer and the authorised officer of the association.(4) All employees must be notified by the employer of their working shifts by means of a roster placed in the staff room for each employee's perusal or through accessible electronic means. At least seven days' notice must be given to the employee should any alteration of the working hours be intended, except in the case of emergency.(5) As to employees in the wardrobe workshop whose prescribed weekly total of ordinary hours is 40:(a) The daily total of ordinary hours of work shall be eight hours on each of five days of the week.(b) Such hours shall be worked on Monday to Friday inclusive within the range of 8.30 a.m. to 6.00 p.m.(c) In each spell of work of more than four hours an interval of 10 minutes to be selected by the employer shall be allowed for refreshment in the third hour and shall be counted as time worked.(6) As to booking clerks and ticket sellers in theatres whose prescribed weekly total of ordinary hours is 38 -(a) The daily total of ordinary hours of work shall be 7 hours 36 minutes on each of the five days of the week.(b) Such hours shall be worked continuously within the range of 8.00 a.m. to 10.00 p.m.(7) The ordinary hours for technical officers shall be 7.00 a.m. to 12 midnight.(8) Except as otherwise provided, each employee shall have two days off in each week of employment. Such two days shall be consecutive if it is reasonably possible to arrange rosters accordingly.All Employees(9) No employee shall be permitted to work on more than six days in any one week except:(a) In the case of an emergency and/or bump-out and/or bump-in.(b) When the seventh day is a day on which no performance is presented.(10) Any employee commencing work on or after 6.00 a.m. having had a 10 hour break on a week day shall be paid for the time so worked between 6.00 a.m. and 8.00 a.m. at the rate of double time. The period from 8.00 a.m. shall then be at single time. |
| 11. - PUBLIC HOLIDAYS(1) When an employee is required to work on a public holiday the employee shall be paid for all hours worked at the rate of double time and a half, with a minimum payment as for eight hours in the case of full time employees (seven hours and twelve minutes in the case of full time booking clerks and ticket sellers).(2) A weekly employee whose rostered day off falls on a public holiday shall be allowed an additional day off at a time to be agreed upon by the employer and the employee, or be paid an additional day's pay in lieu thereof within seven days.(3) The following days or the days observed in lieu thereof shall, subject as hereinafter provided, be allowed as holidays without deduction of pay namely New Year’s Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign’s Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of the days named in this subclause.(4) Where any of the days mentioned in subclause (3) hereof falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday; when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday.(5) When any of the days observed as a holiday in this clause falls during a period of annual leave the holiday or holidays shall be observed on the next succeeding work day or days as the case may be after completion of that annual leave. | 11. - OVERTIME(1) Except where otherwise prescribed in this Award, weekly employees shall receive overtime as follows (calculated to the nearest quarter of an hour):(a) For all work performed in excess of the prescribed daily total of hours - at the rate of time and a half for the first two hours and double time thereafter on a daily basis. Provided that work on the sixth day shall be paid for at the rate of time and a half for the first four hours and double time thereafter except for employees not engaged in connection with the sixth day's performance, and in which case work on the sixth day shall be paid at the rate of time and a half for the first two hours and double time thereafter.(b) For all the work performed in excess of the prescribed weekly total of hours or outside the prescribed spread of range of hours or after a break in working hours prescribed to be worked consecutively or continuously - at the rate of time and a half.(2) Weekly employees (except cleaners) called upon to work between midnight and 8.00 a.m. shall be paid overtime at the rate of double time.(3) For any work done by cleaners:(a) Between 10.00 p.m. and 5.45 a.m. (excluding that weekend period between 11.00 p.m. on Saturday and 5.45 a.m. on Monday as provided for elsewhere in this Award), payment shall be made with a loading of 30 per cent per hour with a minimum payment as for three and a half hours, to be calculated by dividing the weekly rate by 40; or(b) Between 5.45 a.m. and 8.00 a.m. (excepting Sundays and public holidays as provided for elsewhere in the award), payment shall be made with a loading of 20 per cent per hour to be calculated as for subclause (1) above; or(c) Between 4.00 p.m. and 8.00 p.m., for cleaners called back specially to do such work, payment shall be made with a loading of 4 per cent of the employee's basic weekly rate for each occasion the employee is called back.(4) An employee (other than a cleaner) who works overtime in excess of their normal hours on one day shall be entitled to a break of ten hours before resumption of work on the following day. Should such employee be required to resume work before the expiration of ten hours they shall be paid at double time rates until they are released from duty for such period.(5) Weekly employees may be required to work a reasonable amount of overtime, and this shall include work on the sixth day unless the employee has in the first five days worked on a considerable amount of overtime and does not desire to work on the sixth day.(6) Where an employee is detained at work until it is too late to travel home by the last train, tram, bus or other regular public transport, the employer shall provide proper transport to the employee's home for the employee so detained.(7) An employee shall, wherever possible, be given 24 hours' notice that the employee is required to work all night after the evening performance and the burden of establishing impossibility shall rest upon the employer.(8) Casual Employees(a) A casual employee who works more than eight hours on any day shall be paid overtime at the rate of time and a half for the first two hours and double time thereafter.(b) A casual employee who works more than 40 hours (excluding overtime worked on a daily basis) in any one week shall be paid for all hours in excess of forty, time and a half for the first four hours and double time thereafter.(c) The provisions of this subclause do not apply when a casual employee is engaged in accordance with subclause 20(18) of clause 20 – Rates of Pay. |
| 12. - PAYMENT OF WAGES(1) All monies payable to an employee shall be paid not later than 2.00 p.m. on Friday (emergency situations excepted) in each week, including monies payable in respect of the performance on the Wednesday night. Provided that if the employee does not present himself or herself for the payment at that time it may be deferred until the following day.(2) All monies payable to cleaners shall be paid not later than at the conclusion of their duties on Thursday in each week including monies payable in respect of the hours worked, or to be worked, on the previous day.(3) Notwithstanding subclauses (1) and (2) the Secretary of a branch of the association may for special reasons agree that an employer may make payment under this clause on a day other than a Thursday.(4) Notwithstanding the foregoing, if any employee is discharged or compelled to leave his or her employment at any time the employee shall, before 11 p.m. on the day he or she is discharged or compelled to leave be paid all monies due up to the time of leaving the employment.(5) Any employee short paid in any week shall receive the amount short paid on the following pay day or as soon thereafter as possible and any employee overpaid in any week shall have the amount overpaid deducted from wages on the next pay day or as soon thereafter as possible.(6) Whenever wages are paid to an employee under this clause, the employee shall be supplied with details (in writing) of how the pay has been made-up, including details of all deductions which have been made therefrom. Such details may be inscribed on the envelope containing the money paid to the employee.(7) Wages shall be paid by electronic funds transfer, provided that where this method is impractical, payment by cheque may be made. Such cheque may be cashed on the Theatre Trust premises. | 12. - SUNDAYSFor any work done between 11.00 p.m. on Saturday and 5.45 a.m. on Monday, payment shall be as follows:(1) If an employee is engaged by the week and the work done is in addition to their ordinary working week - one half of the prescribed per week rate in addition to payment for the week. Provided where an employee engaged by the week continues from 11.00 p.m. Saturday night into Sunday and the additional work is not a full shift and concludes prior to 3.00 a.m., they shall be paid at the rate of triple time for the period worked after 11.00 p.m. provided that where the work continues past midnight a minimum of three and one half hours shall apply.(2) If an employee is engaged by the week and work done is part of an ordinary five day working week - one quarter of the prescribed per week rate in addition to payment for the week.(3) The period of work for which payments are prescribed in subclause (1) and (2) is a normal shift, or, if no normal shift is prescribed, a period of six hours and 40 minutes.A normal shift shall be deemed, for the purposes of this clause, to be six hours and 40 minutes. All work shall be continuous except for meal intervals of not more than one hour as provided in Clause 24. - Meal Intervals and Allowances. (4) All work in excess of the time prescribed in subclause (3) shall be paid for at three times the ordinary rate if carried out under subclause (1) or two and a half times the ordinary rate if carried out under subclause (2).(5) For night cleaners “the prescribed per week rate” shall mean the ordinary weekly rate prescribed for daytime work.(6) If the employee is engaged other than by the week - double the ordinary prescribed rate - provided that:-(a) in the case of an employee employed in connection with a performance on Saturday night continuing work other than “bumping-out”, double time will commence as from midnight for that portion of time worked after midnight;(b) in the case of an employee commencing work on Monday before 5.45 a.m. double time will be payable only for that portion of time worked before 5.45 a.m.; and(c) in the case of a casual employee engaged in connection with a performance on Saturday night when required for bumping out work between the conclusion of the performance on Saturday night and 8.00 a.m. Sunday shall be paid in accordance with clause 20(19) of clause 20 – Rates of Pay with a minimum payout of three and one half hours.(7) Notwithstanding anything herein contained, a weekly employee working in connection with a performance on Saturday night and continuing work after 11.00 p.m. on that night shall, if engaged in work other than "bumping-out" work and not continuing later than two hours after the fall of the curtain at the conclusion of the said performance or 1.00 a.m. Sunday (whichever shall first occur), be paid for the time so worked at the rate of double time.(8) Regular employees shall be given preference in working on a Sunday but an employee who does not desire to work on a Sunday shall not be required to do so. |
|  | Insert the following as a heading before clause 13 ‘Public Holidays’:PART 4 - LEAVE AND PUBLIC HOLIDAYS |
| 13. - HIGHER DUTIESWhere an employee is required to work on duties, the prescribed rate of pay for which is higher than for the employee's ordinary duty, he shall be paid for the time so worked at the higher rate with a minimum payment at such rate as for three and a half hours. | 13. - PUBLIC HOLIDAYS(1) When an employee is required to work on a public holiday the employee shall be paid for all hours worked at the rate of double time and a half, with a minimum payment as for eight hours in the case of full time employees (seven hours and thirty six minutes in the case of full time booking clerks and ticket sellers).(2) A weekly employee whose rostered day off falls on a public holiday shall be allowed an additional day off at a time to be agreed upon by the employer and the employee, or be paid an additional day's pay in lieu thereof within seven days.(3) The following days or the days observed in lieu thereof shall, subject as hereinafter provided, be allowed as holidays without deduction of pay namely New Year’s Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Labour Day, Western Australia Day, Sovereign's Birthday, Christmas Day, Boxing Day and any special public holidays or bank holidays proclaimed as such under the *Public and Bank Holidays Act 1972* (WA). Provided that another day may be taken as a holiday by arrangement between the parties in lieu of the days named in this subclause.(4) Where any of the days mentioned in subclause (3) hereof other than Easter Sunday, falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday; when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday.(5) When any of the days observed as a holiday in this clause falls during a period of annual leave the holiday or holidays shall be observed on the next succeeding work day or days as the case may be after completion of that annual leave. |
| 14. - AGREEMENT AS TO LOWER RATESWhere the State Executive of the association agrees with the employer that for special reasons rates and/or conditions different from those prescribed herein should be accepted by an employee, lower rates or altered conditions may be agreed upon between the association and the employer. Any proposed agreement as to lower rates under this clause may be filed with the Commission. | 14. - PERSONAL LEAVE(1) (a) Paid and unpaid personal leave is provided for in the *Minimum Conditions of Employment Act 1993* (WA).(b) If an employee proceeds on unpaid personal leave, not having accrued an entitlement to paid personal leave at the time of taking the leave, payment may be adjusted at the end of each accruing year, or at the time the employee leaves the service of the employer, in the event of the employee being entitled by service subsequent to the unpaid personal leave in that year to a greater allowance than that made at the time the unpaid personal leave was taken.(2) No employee shall be entitled to the benefit of this clause unless the employee produces proof in accordance with the requirements of the *Minimum Conditions of Employment Act* *1993* (WA) of the entitlement to personal leave.(3) (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when the employee is absent on annual leave and an employee may apply for and the employer shall grant paid personal leave in place of paid annual leave.(b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to the employee’s place of residence or a hospital as a result of their personal ill health or injury for a period of seven consecutive days or more and they produce a certificate from a registered medical practitioner that they were so confined.(c) Replacement of paid annual leave by paid personal leave shall not exceed the period of paid personal leave to which the employee was entitled at the time the employee proceeded on annual leave and shall not be made with respect to fractions of a day.(d) Where paid personal leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid personal leave is hereby replaced by the paid personal leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave, or if termination occurs before then, be paid for in accordance with the provisions of Clause 15. - Annual Leave.(e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 15. - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.(4) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the *Workers' Compensation and Injury Management Act 2023* (WA). (5) The provisions of this clause do not apply to casual employees. |
| 15. - MEAL INTERVALS AND ALLOWANCES(1) An employee is entitled to a meal break of not less than 30 minutes and not more than one hour each day. No employee shall be required to work more than 5 consecutive hours without a break.Where possible, meal breaks shall be taken between the following times:

|  |  |
| --- | --- |
| Lunch - | 12 noon and 2.00pm |
| Dinner - | 5.00pm and 7.00pm |
| Supper - | 10.00pm and 12 midnight. |
| Breakfast - | 7.00am and 9.00am |

(2) If an employee is required to work during his/her meal break, that employee shall be paid for such time worked at the rate of double time. | 15. - ANNUAL LEAVE(1) All employees engaged by the week shall have four weeks' annual leave for each year of service on their ordinary rate of pay in accordance with the *Minimum Conditions of Employment Act 1993* (WA)*.*(2) Where any public holiday as prescribed in Clause 13. - Public Holidays occurs during the period of the employee's annual leave, the leave shall be increased by one day for each holiday occurring as aforesaid.(3) If an employee lawfully leaves their employment or the employment is terminated by the employer through no fault of the employee the employee shall be paid for all accrued but untaken annual leave.(4) An employee may be rostered off and granted annual leave with payment of ordinary rate of pay as prescribed in advance of the annual leave accruing, in which case should the services of such employee terminate or be terminated prior to the leave taken accruing, the said employee shall refund to the employer the difference between the amount received by the employee for wages in respect of the period of annual leave and the amount which would have accrued by reason of the length of service up to the date of the termination of the employee’s services.(5) Each weekly or regular weekly part-time employee before going on any period of annual leave shall for each week of such leave be paid an "annual leave loading" at the rate of 17.5 per cent of the rate of full pay prescribed herein for such employee. Such loading shall be in addition to the amount paid to the employee under this clause.(a) Provided that in no case shall the loading for four weeks' leave exceed the amount set out in the most recent Australian Bureau of Statistics publication for "average weekly total earnings of all males in Western Australia" immediately preceding the date of accrual of such leave.(b) The loading prescribed by this subclause shall not apply to proportionate leave on termination.(6) The provisions of this clause shall not apply to casual employees. |
| 16. - SICK LEAVE(1) (a) An employee shall be entitled to payment for non-attendance on the ground of personal ill-health or injury for one sixth of a week’s pay for each completed month of service.(b) Payment hereunder may be adjusted at the end of each accruing year, or at the time the employee leaves the service of the employer, in the event of the employee being entitled by service subsequent to the sickness in that year to a greater allowance than that made at the time the sickness occurred.(2) The unused portion of the entitlement prescribed in paragraph (a) of subclause (1) in any accruing year shall be allowed to accumulate and may be availed of in the next or any succeeding year.(3) In order to acquire entitlement to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the employer of his inability to attend for work, the nature of his illness or injury and the estimated duration of the absence. Provided that such advice other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.(4) No employee shall be entitled to the benefit of this clause unless he produces proof to the satisfaction of the employer or his representative of such sickness provided that the employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences exceeds five days in any one accruing year.(5) (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when he is absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.(b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to his place of residence or a hospital as a result of his personal ill health or injury for a period of seven consecutive days or more and he produces a certificate from a registered medical practitioner that he was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this clause if he is unable to attend for work on the working day next following his annual leave.(c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time he proceeded on annual leave and shall not be made with respect to fractions of a day.(d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave, or if termination occurs before then, be paid for in accordance with the provisions of Clause 17. - Annual Leave.(e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 17. - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.(6) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation and Assistance Act nor to employees whose illness or injury is the result of the employee's own misconduct.(7) The provisions of this clause do not apply to casual employees. | 16. - LONG SERVICE LEAVEThe conditions governing the granting of long service leave to full time Government wages employees generally shall apply to the employees covered by this Award. |
| 17. - ANNUAL LEAVE(1) All employees engaged by the week shall have four weeks’ annual leave for each year of service on ordinary rate of pay (as defined in Clause 30. - Definitions) which leave shall be taken within six months of the date of entitlement, unless otherwise mutually agreed. The said leave may be taken in two periods by mutual agreement.(2) If the four weeks’ annual leave due under subclause (1) shall not have been given at the expiration of the year, the employee’s right thereto shall continue and accumulate in respect of each year's service but only to the extent of two years.(3) Where any public holiday as prescribed in Clause 11. - Public Holidays occurs during the period of the employee's annual leave, the leave shall be increased by one day for each holiday occurring as aforesaid.(4) If after one month’s continuous service in any qualifying twelve monthly period an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee the employee shall be paid 3.08 hours’ pay at his ordinary rate of pay in respect of each completed week of continuous service in that qualifying period.(5) In addition to any payment to which he may be entitled under subclause (3) of this clause, an employee whose employment terminates after he has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this award in respect of that qualifying period, shall be given payment in lieu of that leave unless -(a) he has been justifiably dismissed for misconduct; and(b) the misconduct for which he has been dismissed occurred prior to the completion of that qualifying period.(6) An employee may be rostered off and granted annual leave with payment of ordinary rate of pay as prescribed prior to his having completed a period of twelve months’ continuous service, in which case should the services of such employee terminate or be terminated prior to the completion of twelve months’ continuous service, the said employee shall refund to the employer the difference between the amount received by him for wages in respect of the period of his annual leave and the amount which would have accrued to him by reason of the length of his service up to the date of the termination of his services.(7) Each weekly or regular weekly part-time employee before going on any period of annual leave shall for each week of such leave be paid an “annual leave loading” at the rate of 17 1/2 per cent of the rate of full pay prescribed herein for such employee. Such loading shall be in addition to the amount paid to the employee under this clause.(a) Provided that in no case shall the loading for four weeks’ leave exceed the amount set out in the Commonwealth Bureau of Census and Statistics publication for “average weekly earnings per male employed unit” in Western Australia for the September quarter immediately preceding the date of accrual of such leave.(b) The loading prescribed by this subclause shall not apply to proportionate leave on termination.(8) The provisions of this clause shall not apply to casual employees. | 17. - BEREAVEMENT LEAVE(1) Bereavement leave is provided for in the *Minimum Conditions of Employment Act 1993* (WA)*.* |
| 18. - LONG SERVICE LEAVEThe conditions governing the granting of long service leave to full-time Government wages employees generally shall apply to the employees covered by this award. | Insert the following as a new clause:18. - PARENTAL LEAVE(1) Parental leave is provided for in accordance with Division 5 of Part 2-2 of the *Fair Work Act 2009* (Cth) and Division 6 of the *Minimum Conditions of Employment Act 1993* (WA). (2) The employer shall not terminate the employment of an employee on the grounds of pregnancy or absence on parental leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected. |
| 19. - COMPASSIONATE LEAVE(1) A weekly employee shall on the death within Australia of a wife, husband, de-facto wife or husband, father, mother, brother, sister, child, stepchild, be entitled on notice to leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary working days. Proof of such death shall be furnished by the employee to the satisfaction of his employer.(2) Provided that payment in respect of compassionate leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with his roster or on long service leave, annual leave, sick leave, workers compensation, leave without pay or on a public holiday. | Insert the following as a new clause:19. - FAMILY AND DOMESTIC VIOLENCE LEAVEFamily and domestic violence leave is provided for in Division 7 of Part 2-2 of the *Fair Work Act 2009* (Cth) and the *Minimum Conditions of Employment Act 1993* (WA)*.* |
|  | Insert the following as a heading before clause 20 ‘Rates of Pay’:PART 5 - RATES OF PAY |
| 20. - TRAVELLING(1) (a) An employee engaged by the week when travelling on duty shall be provided with first class accommodation (including sleeping accommodation in the case of rail travel) or economy class accommodation in the case of air travel.(b) Such an employee when travelling on duty shall be paid the full prescribed rate of pay for the whole period of the tour from the time of leaving the place of engagement at the beginning of the tour until the employee returns to that place of engagement at the end of the tour, broken weeks at the beginning or end to be paid pro rata and the days of departure and return other than Sunday, each to be counted as one day worked, provided that if either of such days be Sunday, subclause (c) of this clause shall apply to that day.(c) If an employee engaged by the week is required by the employer to travel on a Sunday the employee shall, unless paid in pursuance of Clause 10. - Sundays for working on a Sunday, receive for such travelling one-tenth of the prescribed per week rate in addition to the travelling allowance payable in respect of the Sunday.(d) If an employee engaged by the week is on tour and, on any calendar day on which the employee is required to work at a performance held on that day, is also required to travel during any time between 8 a.m. and 5 p.m. one half of such travelling time shall be counted as time worked, providing the maximum number of hours so paid, shall be four.(e) On the day such a tour’s journey begins the employer shall be entitled to the ordinary services of such employee during so much of the day the employee is not travelling.(f) On the day such a tour’s journey ends the employer shall be entitled to the ordinary services of such employee up to 5 p.m. during so much of the day as the employee is not travelling and if the employee fails without reasonable cause to attend when requested for such service, the employer shall be entitled to deduct payment proportionate to the time during which the employee so fails to attend.(g) (i) An employee engaged by the week who, while travelling on duty, is required to provide his or her own accommodation shall be paid travelling allowance of $337.20 per week or $67.40 per day up to a maximum of $337.20 per week.(ii) The allowance per day shall be paid for each of the whole days less in number than six which the employee spends in any one city or town.(iii) The allowance per week shall be paid for each consecutive seven whole days which the employee spends in any one city or town.(iv) If the employee spends in any one city or town more than seven or any other multiple of seven whole days, he or she shall for each whole day or part of the seven or other such multiple be paid one-fifth of the said allowance per week.(v) When an employee is returned to his home town at the end of a tour and is required to pay for his lunch and/or dinner whilst travelling he shall be paid $2.50 for lunch and $3.50 for dinner.(h) If the employer shall have provided for the accommodation of the employee for any week or day, no travelling allowance shall be payable to the employee in respect of such week or day.(i) No employee who pays his or her own fare for travelling while on duty shall be engaged to travel.(2) Notwithstanding the provisions of subclause (1)(g) of this clause, the Trust shall meet reasonable board and lodging expenses when an employee, engaged by the week, is required to travel on duty north of 26 ° South Latitude in Western Australia. | 20. - RATES OF PAYThe minimum weekly award rate of pay to be paid to an employee shall be as follows -

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  | TOTAL MINIMUM AWARD RATE |
|  |  |  | $ |
| (1) |  | Stage Management Section |  |
|  |  |  |  |
|  | (a) | Technical Stage Manager | 1135.60 |
|  | (b) | Stage Manager | 1101.00 |
|  | (c) | Assistant Stage Manager | 987.80 |
|  |  |  |  |
| (2) |  | Mechanical Department |  |
|  |  |  |  |
|  | (a) | Workshop |  |
|  |  |  |  |
|  | (i) | Head carpenter | 1085.00 |
|  | (ii) | Carpenter | 1008.20 |
|  | (iii) | Carpenter's assistant | 947.60 |
|  |  |  |  |
|  | (b) | Stage |  |
|  |  |  |  |
|  | (i) | Head mechanist/head road manager | 1085.00 |
|  | (ii) | Mechanist/head flyman/road manager | 1008.20 |
|  | (iii) | Stage hand/flyman | 947.60 |
|  |  |  |  |
|  |  | Loading for stage hands in charge of side/revolve truck: 8 per cent. |  |
|  |  |  |  |
| (3) |  | Lighting Departments |  |
|  |  |  |  |
|  | (a) | Head Lighting technician/ | 1085.00 |
|  | (b) | Lighting technician | 1008.20 |
|  | (c) | Lighting Hand | 947.60 |
|  |  |  |  |
|  |  | Loading for Lighting Hand who is required to operate spots/auxiliary switchboard/visual effects: 8 per cent. |  |
|  |  |  |  |
| (4) |  | Audio/Audiovisual Department |  |
|  |  |  |  |
|  | (a) | Head audio technician/Head Audiovisual technician | 1085.00 |
|  | (b) | Audio/Audiovisual technician | 1008.20 |
|  | (c) | Audio/audiovisual hand | 947.60 |
|  |  |  |  |
|  |  | N.B. Where there is no separate audio department the audio technician/hand shall be classified under (3) Lighting Department. |  |
|  |  |  |  |
| (5) |  | Wardrobe Section |  |
|  |  |  |  |
|  | (a) | Workshop |  |
|  |  |  |  |
|  | (i) | Head of wardrobe | 1085.00 |
|  | (ii) | Cutter/tailor/ wigmaker/milliner | 1008.20 |
|  | (iii) | Maintenance hand/buyer/costume jeweller | 947.60 |
|  |  |  |  |
|  | (b) | Stage |  |
|  |  |  |  |
|  | (i) | Head of department | 1085.00 |
|  | (ii) | Wardrobe hand/dresser/valet | 1008.20 |
|  |  |  |  |
| (6) |  | Prop Department |  |
|  |  |  |  |
|  | (a) | Workshop |  |
|  |  |  |  |
|  | (i) | Prop master | 1085.00 |
|  | (ii) | Prop maker | 1008.20 |
|  | (iii) | Prop hand | 947.60 |
|  |  |  |  |
|  | (b) | Stage |  |
|  |  |  |  |
|  | (i) | Prop master | 1085.00 |
|  | (ii) | Prop hand | 947.60 |
|  |  |  |  |
| (7) |  | Art Department |  |
|  |  |  |  |
|  | (a) | Scenic Artist | 1085.00 |
|  | (b) | Assistant scenic artist | 1008.20 |
|  | (c) | Artist’s labourer | 947.60 |
|  |  |  |  |
| (8) |  | Services |  |
|  |  |  |  |
|  | (a) | Receptionist/telephonist (enquiry clerk) | 945.30 |
|  | (b) | Firefighter | 945.30 |
|  | (c) | Utility person | 945.30 |
|  | (d) | Stage Door Keeper | 945.30 |
|  |  |  |  |
| (9) |  | Cleaners |  |
|  |  |  |  |
|  | (a) | Head cleaner | 965.00 |
|  | (b) | Cleaner | 955.80 |
|  |  |  |  |
|  |  | Engaged by the hour (with a minimum payment as of three and a half hours). | $ |
|  |  |  |  |
|  |  |  |  |
|  |  | 8.00 a.m. to 6.00 p.m. | 28.67 |
|  |  | 6.00 p.m. to midnight | 43.01 |
|  |  | midnight to 8.00 a.m. | 57.34 |
|  |  |  |  |
| (10) |  | Skilled labour not classified elsewhere | 1085.00 |
|  |  |  |  |
| (11) |  | Unskilled labour not classified elsewhere | 945.30 |
|  |  |  |  |
| (12) |  | Additional Rates |  |
|  |  |  |  |
| Persons employed as casuals in the following classifications shall be paid the specified hourly amounts in addition to the wage provided elsewhere: |
|  |  |  |  |
|  |  |  | TOTAL MINIMUM AWARD RATE |
|  |  |  | $ |
|  |  | Main Lighting/Audio/Audiovisual technician | 1.70 |
|  |  | Head flyman | 1.52 |
|  |  | Person in charge of side | 0.70 |
|  |  |  |  |
| (13) |  | Front of House (38 hour week) | $ |
|  |  |  |  |
|  | (a) | Senior Booking Office Supervisor | 1136.00 |
|  | (b) | Head Booking Clerk (i.e. one who supervises the staff) | 1093.80 |
|  | (c) | Booking Clerk (including party bookings) | 1053.80 |
|  | (d) | Ticket Seller | 980.60 |
|  | (e) | Programme/concession sellers/ushers/ticket takers/cloakroom attendant | 943.00 |

Booking clerks and ticket sellers shall not be held responsible for cash shortages when they are instructed to allow another employee (including the manager of the venue) access to their cash or tickets during a selling period.(14) Subclause (15) applies whenever a State Wage Case decision is issued by the Commission, increasing adult rates of pay in State awards by a flat dollar amount. (15) The State Wage Case increase is to be applied to adult weekly rates of pay in this Award for the classifications under subclauses (1) to (12) in accordance with the following formula: Step 1: Divide the flat dollar increase by 38 (and round to the nearest cent) Step 2: Multiply the figure calculated in Step 1 by 40 *Example: The Commission awards an $18.00 per week increase to adult weekly rates of pay**Step 1 = $18.00 ÷38 = $0.47* *Step 2 = $0.47 x 40 = $18.80* *In this example adult weekly rates of pay would be increased by $18.80 per week.*(16) The appropriate per hour rate for casual employees is calculated by dividing the total per week rate (as specified in this Clause 20. - Rates of Pay) for the relevant classification by the total number of ordinary hours required to be worked by a weekly employee in that classification and adding a 20 per cent loading on such hourly rates so calculated.(17) A casual employee working between midnight and 8.00 a.m. on any week day (Monday - Friday) in connection with a performance shall be paid at double the rate prescribed in subclause 20(16) for those hours between midnight and 8.00 a.m.(18) Casual employees not required to work a performance shall be paid at the following hourly rates which include loading for casual work, with a minimum payment for three and one half hours -

|  |  |
| --- | --- |
|  | $ |
|  |  |
| 8.00 a.m. to 6.00 p.m. | 28.67 |
| 6.00 p.m. to midnight | 43.01 |
| midnight to 8.00 a.m. | 57.34 |

(19) Casual back stage employees engaged for a performance when required for bumping out work between the conclusion of the performance on Saturday night and 8.00 a.m. Sunday shall be paid 5 per cent of the weekly rate specified in subclause 20(11) of Clause 20. - Rates of Pay per hour with a minimum payment of three and a half hours. (a) If engaged for a performance, additional work associated with that performance shall be paid in accordance with subclause 20(16). Such engagement shall be continuous.(b) Casual employees engaged for work not associated with a performance who work in excess of three and a half hours and then work a performance shall continue to be paid as prescribed in subclause 20(18) of Clause 20. - Rates of Pay for all work on that day. |
| 21. - PROTECTIVE CLOTHING, UNIFORMS, EQUIPMENT AND LAUNDRY ALLOWANCE(1) Any special uniforms or staff dresses required to be worn by employees shall be provided.(2) The employer shall provide if the employee so requests, suitable protective clothing for electricians, utility men, cleaners and maintenance men. All clothing provided pursuant to this subclause shall be dry cleaned or laundered at the employer's expense.(3) Where an employee finds the noise level such that he or she requires ear protection, the employer shall provide, at no cost to the employee, a protective device approved by the association and the employer.(4) All mechanical property or light requirements including torches are to be provided.(5) Cleaners shall be provided with all materials and implements necessary for their work, with hot water for cleaning and scrubbing in cold weather.(6) An allowance of $1.19 for blouses and $3.08 for other garments per week is to be paid to each weekly employee where uniforms are not laundered by the employer, or for other than weekly employees an amount of 94 cents per day to a maximum of $4.27.(7) Where a front of house employee is required to wear shoes of a colour other than black an allowance of 40 cents per day to a maximum of $2.00 per week shall be paid. | 21. - Supported wage(1) This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Award. In the context of this clause, the following definitions will apply:(a) “Supported Wage System” means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability as documented in “Supported Wages System Handbook”. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au).(b) “Approved Assessor” means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual’s productive capacity within the Supported Wage System.(c) “Disability Support Pension” means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.(d) “Assessment instrument” means the tool provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.(2) Eligibility CriteriaEmployees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension. (The clause does not apply to any existing employee who has a claim against the employer that is subject to the provisions of workers’ compensation legislation or any provision of this Award relating to the rehabilitation of employees who are injured in the course of their current employment.)(3) Supported Wage RatesEmployees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Award for the class of work which the person is performing according to the following schedule:

|  |  |
| --- | --- |
| **Assessed Capacity (subclause (4))** | **% of Prescribed Award Rate** |
| 10%\* | 10% |
| 20% | 20% |
| 30% | 30% |
| 40% | 40% |
| 50% | 50% |
| 60% | 60% |
| 70% | 70% |
| 80% | 80% |
| 90% | 90% |

Provided that the minimum amount payable shall be not less than that prescribed in Schedule D of the national [*Miscellaneous Award 2020*](https://www.fwc.gov.au/documents/documents/modern_awards/award/ma000104/default.htm), as amended from time to time.\* Where a person’s assessed capacity is 10 per cent, he or she shall receive a high degree of assistance and support.(4) Assessment of CapacityFor the purpose of establishing the percentage of the Award rate to be paid to an employee under this Award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by an approved assessor, having consulted the employer and employee and, if the employee so desires, the union.(5) Lodgement of Assessment Instrument(a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the Award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Commission.(b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the Award, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten (10) working days.(6) Review of AssessmentThe assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.(7) Other Terms and Conditions of EmploymentWhere an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other employees covered by this Award paid on a pro-rata basis.(8) Workplace AdjustmentAn employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee’s capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.(9) Trial Period(a) In order for an adequate assessment of the employee’s capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve (12) weeks, except that in some cases additional work adjustment time (not exceeding four (4) weeks) may be needed.(b) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.(c) The minimum amount payable to the employee during the trial period shall be no less than that prescribed in Schedule D of the national [*Miscellaneous Award 2020*](https://www.fwc.gov.au/documents/documents/modern_awards/award/ma000104/default.htm), as amended from time to time.(d) Work trials should include induction or training as appropriate to the job being trialled.(e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (4). |
| 22. - FIRST AID KITA reasonable first aid kit shall be provided in each theatre for use in emergency by the employees. | 22. - PAYMENT OF WAGES(1) All monies payable to an employee shall be paid not later than 2.00 p.m. on Friday (emergency situations excepted) in each week, including monies payable in respect of the performance on the Wednesday night. (2) All monies payable to cleaners shall be paid not later than at the conclusion of their duties on Thursday in each week including monies payable in respect of the hours worked, or to be worked, on the previous day.(3) Notwithstanding subclauses (1) and (2) the Secretary of a branch of the association may for special reasons agree that an employer may make payment under this clause on a day other than a Thursday.(4) Notwithstanding the foregoing, if any employee is discharged or compelled to leave their employment at any time the employee shall, before 11.00 p.m. on the day they are discharged or compelled to leave be paid all monies due up to the time of leaving the employment.(5) Any employee short paid in any week shall receive the amount short paid on the following pay day or as soon thereafter as possible and any employee overpaid in any week shall have the amount overpaid deducted from wages on the next pay day or as soon thereafter as possible.(6) Wages shall be paid by electronic funds transfer, provided that where this method is impractical, payment by cheque may be made. Such cheque may be cashed on Arts and Culture Trust premises.(7) Payment of wages shall be accompanied by provision of a payslip complying with Division 2F - Keeping of and access to employment records and pay slips of the *Industrial Relations Act 1979* (WA). |
|  | Insert the following as a heading before clause 23 ‘Higher Duties’:PART 6 - ALLOWANCES AND FACILITIES |
| 23. - ACCOMMODATION FOR EMPLOYEESThe employer shall provide a suitable room or accommodation for employees to change and keep their clothes in while on duty. | 23. - HIGHER DUTIESWhere an employee is required to work on duties, the prescribed rate of pay for which is higher than for the employee’s ordinary duty, the employee shall be paid for the time so worked at the higher rate with a minimum payment at such rate as for three and a half hours. |
| 24. - SPECIAL COSTUMES FOR EMPLOYEES(1) No employee shall be required to wear a special costume or uniform unless it has been approved as not indecent, grotesque or ridiculous by the authorised representative of the association or in the absence of his approval, by the Commission.(2) An employee who objects to wearing a special uniform on grounds that he or she finds it personally offensive, and such objection is endorsed by an authorised representative of the association, shall be permitted to wear the standard uniform of that theatre.(3) If any employee is required to wear a costume or uniform more unusual than is reasonably necessary for the performance of his or her work having regard to all circumstances, he or she shall, if engaged by the week, be paid $5.00 per week and, if engaged otherwise, be paid $1.00 per performance in addition to any other monies payable under the award. If any question arises as to whether such costume or uniform is so more unusual, it shall be determined by the Commission. | 24. - MEAL INTERVALS AND ALLOWANCES(1) An employee is entitled to a meal break of not less than 30 minutes and not more than one hour each day. No employee shall be required to work more than 5 consecutive hours without a break.Where possible, meal breaks shall be taken between the following times:

|  |  |
| --- | --- |
| Lunch - | 12 noon and 2.00 p.m. |
| Dinner - | 5.00 p.m. and 7.00 p.m. |
| Supper - | 10.00 p.m. and 12 midnight |
| Breakfast - | 7.00 a.m. and 9.00 a.m. |

(2) If an employee is required to work during their meal break, that employee shall be paid for such time worked at the rate of double time. |
| 25. - TIME AND WAGES RECORDS(1) The employer shall keep a time book or time sheet properly posted in ink showing the names of and the times worked by each employee, and the wages paid to each employee from week to week, and shall retain such time book or sheet in good condition and unaltered for at least 12 months from the time in respect of which an entry therein was made.(2) The time book or time sheet shall, after all the time worked previous to the entry by an employee has been entered therein, be produced to such employee and such entry if correct shall be vouched by the employee's signature in the book or time sheet.(3) Before exercising a power of inspection the representative shall give reasonable notice of not less than 24 hours to the employer.The time book or time sheet, with all the entries therein, shall, be produced by the employer for inspection at the place where it is kept at any time between the hours of 10 a.m. and 1 p.m. during any day except pay day, to the State Secretary of the association or any official of the association who has been authorised in writing by such State Secretary to inspect the time books or time sheets of such employer and such State Secretary or official may thereupon inspect and make a copy of such time books or time sheets or make extracts therefrom.(4) One clear day’s notice shall be given to the employer of any intended inspection.(5) No inspection shall be made and no authority to inspect shall be given unless the State Secretary proposing to make the inspection or to give the authority has good reason to suspect that a breach of the award has been committed by the employer whose time book or time sheet is to be inspected. | 25. - TRAVELLING(1) (a) An employee engaged by the week when travelling on duty shall be provided with first class fares (including sleeping accommodation in the case of rail travel) or economy class fares in the case of air travel.(b) Such an employee when travelling on duty shall be paid the full prescribed rate of pay for the whole period of the tour from the time of leaving the place of engagement at the beginning of the tour until the employee returns to that place of engagement at the end of the tour, broken weeks at the beginning or end to be paid pro rata and the days of departure and return other than Sunday, each to be counted as one day worked, provided that if either of such days be Sunday, subclause (c) of this clause shall apply to that day.(c) If an employee engaged by the week is required by the employer to travel on a Sunday the employee shall, unless paid in pursuance of Clause 12. - Sundays for working on a Sunday, receive for such travelling one-tenth of the prescribed per week rate in addition to the travelling allowance payable in respect of the Sunday.(d) If an employee engaged by the week is on tour and, on any calendar day on which the employee is required to work at a performance held on that day, is also required to travel during any time between 8.00 a.m. and 5.00 p.m. one half of such travelling time shall be counted as time worked, providing the maximum number of hours so paid, shall be four.(e) On the day such a tour’s journey begins the employer shall be entitled to the ordinary services of such employee during so much of the day the employee is not travelling.(f) On the day such a tour’s journey ends the employer shall be entitled to the ordinary services of such employee up to 5.00 p.m. during so much of the day as the employee is not travelling and if the employee fails without reasonable cause to attend when requested for such service, the employer shall be entitled to deduct payment proportionate to the time during which the employee so fails to attend.(g) (i) An employee engaged by the week who, while travelling on duty, is required to provide their own accommodation shall be paid an allowance equal to the Accommodation allowance provided for in clauses 14.3(c), (d) and (e) of the *Live Performance Award 2020* as varied from time to time.(ii) When an employee is returned to their home town at the end of a tour and is required to pay for lunch and/or dinner whilst travelling they shall be paid a meal allowance for each meal equal to the meal allowance provided for in clause 14.3(g) or 14.3(h) of the *Live Performance Award 2020* as varied from time to time, as applicable.(h) If the employer shall have provided for the accommodation of the employee for any week or day, no travelling allowance shall be payable to the employee in respect of such week or day.(i) No employee who pays their own fare for travelling while on duty shall be engaged to travel.(2) Notwithstanding the provisions of subclause (1)(g) of this clause, the Trust shall meet reasonable board and lodging expenses when an employee, engaged by the week, is required to travel on duty north of 26° South Latitude in Western Australia. |
| 26. - POSTING OF AWARD NOTICES(1) Each respondent shall cause a copy of the award to be posted up in a suitable conspicuous place in his workshop, theatre, hall or other place of amusement.(2) A representative of the association may post notices on a board reserved for the use of the association and provided by the employer. | 26. - PROTECTIVE CLOTHING, UNIFORMS, EQUIPMENT AND LAUNDRY ALLOWANCE(1) Any special uniforms or staff dresses required to be worn by employees shall be provided.(2) The employer shall provide if the employee so requests, suitable protective clothing for electricians, utility employees, cleaners and maintenance employees. All clothing provided pursuant to this subclause shall be dry cleaned or laundered at the employer’s expense.(3) Where an employee finds the noise level such that they require ear protection, the employer shall provide, at no cost to the employee, a protective device approved by the association and the employer.(4) All mechanical property or light requirements including torches are to be provided.(5) Cleaners shall be provided with all materials and implements necessary for their work, with hot water for cleaning and scrubbing in cold weather.(6) An allowance equal to the Laundry allowance provided for in clause 14.2(d) of the *Live Performance Award 2020*, as varied from time to time will be where uniforms are not laundered by the employer.(7) Where a front of house employee is required to wear shoes of a colour other than black an allowance equal to one half of the allowance provided for in clause 26(6) shall be paid. |
| 27. - MATERNITY LEAVE(1) Eligibility for Maternity LeaveAn employee who becomes pregnant shall, upon production to the employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave provided that she has had not less than 12 months’ continuous service with that employer immediately preceding the date upon which she proceeds upon such leave. For the purposes of the clause: (a) An employee shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work.(b) Maternity leave shall mean unpaid maternity leave.(2) Period of Leave and Commencement of Leave(a) Subject to subclauses (3) and (6) hereof the period of maternity leave shall be for an unbroken period of from 12 to 52 weeks and shall include a period of six weeks’ compulsory leave to be taken immediately following confinement.(b) An employee shall, not less than ten weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.(c) An employee shall give not less than four weeks’ notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.(d) The employer by not less than 14 days’ notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.(e) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof, if such failure is occasioned by the confinement occurring earlier than the presumed date.(3) Transfer to a Safe JobWhere, in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee makes it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave. If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (7), (8), (9) and (10) of this clause. (4) Variation of Period of Maternity Leave(a) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.(b) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.(5) Cancellation of Maternity Leave(a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.(b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be right of the employee to resume work at a time nominated by the employer, which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.(6) Special Maternity Leave and Sick Leave(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then:(i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work. (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled to and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work. Provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.(c) For the purposes of subclauses (7), (8) and (9) of this clause, maternity leave shall include special maternity leave.(d) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave, or, in the case of an employee who was transferred to a safe job pursuant to subclause (3) of this clause, to the position she held immediately before such transfer.Where such position no longer exists but there are other positions available, for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position. (7) Maternity Leave and Other Leave EntitlementsProvided the aggregate of leave including leave taken pursuant to subclauses (3) and (6) of this clause does not exceed 52 weeks: (a) An employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is then entitled.(b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.(8) Effect of Maternity Leave on EmploymentNotwithstanding any award, or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement. (9) Termination of Employment(a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.(b) The employer shall not terminate the employment of an employee on the grounds of her pregnancy or of her absence on maternity leave but otherwise the rights of an employer in relation to termination of employment are not hereby affected.(10) Return to Work After Maternity Leave(a) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.(b) An employee, upon the expiration of the notice required by paragraph (a) of this subclause, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (3) of this clause, to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.(11) Replacement Employees(a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.(b) Before the employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.(c) Before the employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.(d) Provided that nothing in this subclause shall be construed as requiring the employer to engage a replacement employee.(e) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months qualifying period. | 27. - FIRST AID KITA reasonable first aid kit shall be provided in each theatre for use in emergency by the employees. |
| 28. - ALLOWANCES(1) Where an electrician, engaged on a weekly basis, holds a licence issued by the appropriate State authority, he shall be paid an allowance of $9.60 per week.(2) Heads of departments required to supply their own tools shall be paid an allowance of $4.00 per week. Other employees required to supply basic tools (limited to hammer, brace/punch driver and wrench), shall be paid an allowance of 50 cents per day. | 28. - ACCOMMODATION FOR EMPLOYEESThe employer shall provide a suitable room or accommodation for employees to change and keep their clothes in while on duty. |
| 29. - DEFINITIONS(1) “Accommodation” referred to in subclause 20(8) shall include overnight accommodation and breakfast.(2) “Artist’s labourer” means an unskilled employee who assists artists to place canvas in frames and mixes paints, assists in the preparation and laying in of cloths and scenery under the supervision of the scenic artist.(3) “Association” means the Media, Entertainment and Arts Alliance of Western Australia (Union of Employees).(4) “Authorised officer of the Association” means the State Secretary and Association representative nominated in writing by the Secretary.(5) “Carpenter” or “Mechanist” means an employee who is competent to do any class of wood-work, build any kind of scenery and do general stage work, such as the setting of scenery and keeping of scenery, property, etc., in good order and condition under the supervision of the producer, director, stage manager or head mechanist, and who does so when required by the employer.(6) “Commission” means the Western Australian Industrial Commission.(7) “Ordinary rate of pay” in Clause 17. - Annual Leave means the average rate the employee received for the four weeks preceding the taking of annual leave or the average rate received for the 12 months preceding such leave, whichever shall be the higher, provided that such average shall be computed taking into consideration any extra rates prescribed for night work, etc., and penalty rates for Sunday work where such work is part of the employee’s normal working week of five days but excluding any amounts received by way of overtime or holiday penalty rates.(8) “Head carpenter” or “Head mechanist” means an employee who is conversant with and competent to take charge of all branches of the mechanical department and is for the time being actually in charge of that department.(9) “Head cleaner” means a cleaner who is responsible for the cleaning of the theatre and who has to supervise the work of one or more other cleaners.(10) “Property master/mistress” means an employee who is conversant with and competent to take charge of all branches of the property department and who is for the time being actually in charge of that department.(11) “Head audio technician” means an employee who is conversant with and competent to take charge of the audio department and who is for the time being in charge of that department.(12) “Head electrician” means an employee who is conversant with and competent to take charge of the electrical department and who is for the time being in charge of that department.(13) “Property maker” means an employee who is conversant with making and does, when required, make all kinds of props required for a production.(14) “Electrician/audio operator” means an employee who is competent to erect and/or operate and/or maintain and does as required erect and/or operate and/or maintain equipment (including switchboards) in the audio or electrical department.(15) “Time and a half” means in the case of a weekly employee one and a half times the prescribed rate per week divided by the number of the prescribed total weekly ordinary hours of work, and in the case of an employee engaged by the hour, one and a half times the prescribed rate per hour.(16) “Unskilled labour” means sweeping the stage or doing any other unskilled work in connection with the setting or cleaning of stage or theatre under the direction of a skilled member of the staff, the stage manager, producer or any other authorised representative of the employer. Where compelled to use tools employees are to be paid skilled rates.(17) “Utility person” means an employee who, in addition to unskilled work, does small repair and other slightly skilled work.(18) “Head of wardrobe” means an employee who is conversant with and competent to take charge of all branches of the wardrobe department and who is for the time being actually in charge of that department.(19) “Performance” shall mean one run through of any production during which an audience is present and/or an occasion when any video, film, audio-recording or broadcasting is undertaken.(20) “Stage hands” - a person engaged to, and competent to move and/or set stage scenery, props, furniture and other items connected with a stage production or live performance or rehearsal under the supervision of the head mechanist, stage manager, producer or other competent authorised representative of the employer. When compelled to use tools of trade other than for a regular performance or rehearsal skilled rates shall apply.(21) “Technical Stage Manager” is a Stage Manager responsible for the technical direction of mechanical, sound, lighting and electrical setups and control of a production, whether with or without assistance from another Stage Manager or Assistant Stage Manager. | 29. - SPECIAL COSTUMES FOR EMPLOYEES(1) No employee shall be required to wear a special costume or uniform unless it has been approved as not indecent, grotesque or ridiculous by the authorised representative of the association or in the absence of their approval, by the Commission.(2) An employee who objects to wearing a special uniform on grounds that they find it personally offensive, and such objection is endorsed by an authorised representative of the association, shall be permitted to wear the standard uniform of that theatre.(3) If any employee is required to wear a costume or uniform more unusual than is reasonably necessary for the performance of their work having regard to all circumstances, the employee shall, if engaged by the week, be paid $13.00 per week and, if engaged otherwise, be paid $2.60 per performance in addition to any other monies payable under the award. If any question arises as to whether such costume or uniform is so more unusual, it shall be determined by the Commission. |
| 30. - BOARD OF REFERENCE(1) There shall be a Board of Reference consisting of a Chairman and an equal number of employers' and employees’ members who shall be appointed pursuant to section 48 of the Industrial Arbitration Act 1979 and regulation 16 of the Industrial Commission Regulations 1980.(2) The Board of Reference may allow, approve, fix, determine, or deal with -(a) any matter or thing that, under the award, may require to be allowed, approved, fixed, determined or dealt with by a Board of Reference; and(b) any matter or thing arising under or out of the provisions of an award, not involving the interpretation of any such provision, which the Commission may at any time, by order, authorise a Board of Reference to allow, approve, fix, determine or deal with, in the manner and subject to the conditions specified in the award or order, as the case may be. | CLAUSE DELETED |
|  | 30. - OTHER ALLOWANCES(1) Where a lighting technician, audio technician or audiovisual technician engaged on a weekly basis, holds an electrical licence issued by the appropriate State authority, or a Certificate III or higher Australian Qualifications Framework qualification relevant to testing, tagging, plug top and cord replacement issued by a registered training organisation, they shall be paid an allowance of $31.84 per week.(2) Heads of departments required to supply their own tools shall be paid an allowance of $10.58 per week. Other employees required to supply basic tools (limited to hammer, brace/punch driver and wrench), shall be paid an allowance of $1.32 per day. |
|  | Insert the following as a heading before clause 31 ‘Time and Wages Records’:PART 7 - RECORD KEEPING |
| 31. - PART TIME EMPLOYMENT(1) Part time employment means regular and continuing employment for a minimum of fifteen hours per week and a maximum of thirty five hours per week.(2) An employee who is employed on a part time basis shall be paid a proportion of the appropriate full time wages dependent upon time worked. The wages shall be calculated in accordance with the following:Box Office -

|  |  |  |
| --- | --- | --- |
| Hours Worked Per Week38 | x | Full Time Weekly Wage1 |

Other Employees -

|  |  |  |
| --- | --- | --- |
| Hours Worked Per Week40 | x | Full Time Weekly Wage1 |

(3) A part time employee shall receive payment for sick leave, annual leave and long service leave on a pro rata basis according to the proportion which the employee's hours of work bear to the hours fixed by Clause 8. - Hours of Work of this award.(4) Employees are entitled to holidays prescribed in Clause 11. - Public Holidays of this award without variation to the employee's weekly wage provided the holiday occurs on a day which is normally worked by the employee.(5) In respect to annual leave, where an employee’s hours of work have varied during the qualifying period, the employee shall be paid the average of such hours worked during the qualifying period. | 31. - TIME AND WAGES RECORDSThe employer shall keep employment records and provide pay slips in accordance with Part II, Division 2F - Keeping of and access to employment records and pay slips of the *Industrial Relations Act 1979* (WA). |
| 32. - PARTIES(1) The union party to this award is the Media, Entertainment and Arts Alliance of Western Australia (Union of Employees).(2) The employer party to this award is the Perth Theatre Trust.DATED at Perth this 4th day of April, 1984. | 32. - INSPECTION OF RECORDS REQUIREMENTSThe right to access and inspect employment records is set out in Part II, Division 2F - Keeping of and access to employment records and pay slips and Division 2G - Right of entry and inspection by authorised representatives of the *Industrial Relations Act 1979* (WA). |
| APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT(1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997). (2) Subject to this appendix, and in addition to any current arrangements the following procedures shall apply in connection with questions, disputes or difficulties arising under this award/industrial agreement.(a) The persons directly involved, or representatives of person/s directly involved, shall discuss the question, dispute or difficulty as soon as is practicable. (b) (i) If these discussions do not result in a settlement, the question, dispute or difficulty shall be referred to senior management for further discussion.(ii) Discussions at this level will take place as soon as practicable. (3) The terms of any agreed settlement should be jointly recorded.(4) Any settlement reached which is contrary to the terms of this award/industrial agreement shall not have effect unless and until that conflict is resolved to allow for it.(5) Nothing in this appendix shall be read so as to exclude an organisation party to or bound by the award/industrial agreement from representing its members.(6) Any question, dispute or difficulty not settled may be referred to the Western Australian Industrial Relations Commission provided that with effect from 22 November 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission. | INSERTED AS A CLAUSE |
| APPENDIX - S.49B - INSPECTION OF RECORDS REQUIREMENTS(1) Where this award, order or industrial agreement empowers a representative of an organisation of employees party to this award, order or industrial agreement to inspect the time and wages records of an employee or former employee, that power shall be exercised subject to the Industrial Relations (General) Regulations 1997 (as may be amended from time to time) and the following:(a) The employer may refuse the representative access to the records if: -(i) the employer is of the opinion that access to the records by the representative of the organisation would infringe the privacy of persons who are not members of the organisation; and(ii) the employer undertakes to produce the records to an Industrial Inspector within 48 hours of being notified of the requirement to inspect by the representative.(b) The power of inspection may only be exercised by a representative of an organisation of employees authorised for the purpose in accordance with the rules of the organisation.(c) Before exercising a power of inspection, the representative shall give reasonable notice of not less than 24 hours to an employer. | INSERTED AS A CLAUSE |
|  | Insert the following as a new clause:33. - RIGHT OF ENTRYConditions regarding right of entry by authorised representatives of the union are dealt with in Part II, Division 2G - Right of entry and inspection by authorised representatives of the *Industrial Relations Act 1979* (WA). |
|  | 34. - POSTING OF AWARD NOTICES(1) Each respondent shall cause a copy of the award to be posted up in a suitable conspicuous place in their workshop, theatre, hall or other place of amusement, or make a copy of the award available to employees by electronic means.(2) A representative of the association may post notices on a board reserved for the use of the association and provided by the employer. |
|  | Insert the following as a heading before clause 35 ‘Resolution of Disputes Requirement’:PART 8 - DISPUTE RESOLUTION |
|  | 35. - RESOLUTION OF DISPUTES REQUIREMENT(1) The following procedures shall apply in connection with questions, disputes or difficulties arising under this Award.(a) The persons directly involved, or representatives of person/s directly involved, shall discuss the question, dispute or difficulty as soon as is practicable. (b) (i) If these discussions do not result in a settlement, the question, dispute or difficulty shall be referred to senior management for further discussion.(ii) Discussions at this level will take place as soon as practicable.(2) The terms of any agreed settlement should be jointly recorded.(3) Any settlement reached which is contrary to the terms of this Award shall not have effect unless and until that conflict is resolved to allow for it.(4) Nothing in this clause shall be read so as to exclude the Association from representing its members.(5) Any question, dispute or difficulty not settled may be referred to the Western Australian Industrial Relations Commission provided that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission. |
|  | Insert the following as a heading before clause 36 ‘Parties’:PART 9 - PARTIES |
|  | 36. - PARTIES(1) The union party to this Award is the Media, Entertainment and Arts Alliance of Western Australia (Union of Employees).(2) The employer party to this Award is the Arts and Culture Trust. |