

Geelong Performing Arts Centre, Enterprise Agreement 2007-2010

Between the Geelong Performing Arts Centre Trust, the Media Entertainment and Arts Alliance and the Community and Public Sector Union.

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Clause 1 Preamble

The Geelong Performing Arts Centre (GPAC) Enterprise Agreement is the fourth generation Agreement created through consultation with GPAC Trust, managers and staff.

This Agreement builds on the improvements and changes made in previous Agreements and aims to deliver a positive outcome for our organisation and our community.

Clause 2 Housekeeping

2.1 Title

Geelong Performing Arts Centre Enterprise Agreement 2007-10.

2.2 Duration of agreement

The Enterprise Partnership Agreement shall operate from the date of lodgement with the Office of Employment Advocate and end on 30 March 2010.

2.3 Exclusion of prior industrial instruments

This Agreement operates to the exclusion of:

- An award except where **protected award conditions** apply under s354 of the Act
- Orders of the Commission
- Pre reform Certified Agreements
- All previous Workplace Agreements

However any entitlement in the nature of an accrued entitlement to an individual's benefit, which has accrued under any such previous certified Agreement or Australian Workplace Agreement, will not be affected by the making of this Agreement.

Exclusion or modification of protected award conditions

This Agreement deals with **protected award conditions** in the following way

ITEM AS PER s354 OF THE ACT	AGREEMENT CLAUSE
rest breaks	6.3,7.7,7.8
annual leave loadings	5.2.1
public holidays	5.7
substituted public holidays	5.7
monetary allowances for: <ul style="list-style-type: none">• expenses incurred in the course of employment; or responsibilities• disabilities associated with the performance of particular tasks or work in particular conditions or locations	5.5,7.13
loadings for working overtime or for shift work	7.1 – 7.5
penalty rates	7.1 – 7.5

Preserved rights

No staff member will, on balance, have his or her overall pay and conditions reduced as a result of the making of this Agreement.

2.4 Parties bound

This Agreement applies to and is binding on:

- The Geelong Performing Arts Centre Trust;
- All Employees classified in Appendix A, whose employment is, at any time when this agreement is in operation, subject to this Agreement;
- The Media Entertainment and Arts Alliance; and
- The Community and Public Sector Union.

No further claims

This Agreement constitutes a final settlement of the Media Entertainment Arts Alliance and the Community and Public Sector Union's claims.

This Agreement is intended to set out, or set out processes for determining, all the terms and conditions of employment of the Employees which will be subject to an agreement under Part 8 of the WR Act for the period from the date of lodgement with the OEA until the nominal expiry date.

The Employees, the Employer, the Media Entertainment Arts Alliance and the Community and Public Sector Union agree that they will not for the period from the date of lodgement until the nominal expiry dates make claims for the making of a further agreement under Part 8 of the WR Act, whether in relation to matters dealt with in this Agreement or otherwise.

2.5 Quantum and timing

The first 3% salary increase shall be effective for all employees covered by this Agreement from the date of lodgement with Industrial Relations Victoria. This first increase becomes payable on the date of lodgement with the Office of Employment Advocate.

The second salary increase shall be payable from 30 March 2008.

The third salary increase shall be payable from 30 March 2009.

The total increase available to employees over the life of this agreement is 9%.

The current rates of pay and the adjusted rates of pay are set out in Appendix A.

2.6 Anti-discrimination

It is the intention of the Parties to this Agreement to achieve the principal object in section 3(m) of the *Workplace Relations Act* 1996 through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

Accordingly, in fulfilling their obligations under the procedures in Clause 5.12 (Disputes and Grievance Procedures), the Parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is to be taken to effect:

- any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation

- a staff member, employer or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission
- the exemptions in sections 659 (3) and (4) of the *Workplace Relations Act 1996*

2.7 Definitions

AIRC	Australian Industrial Relations Commission
OEA	Office of the Employment Advocate
Departments	A work team or work unit specified by the employer
Employer	Geelong Performing Arts Centre Trust
GPAC Trust	Body corporate established under the GPAC Trust Act 1980
Government	State Government of Victoria
Management	Executive/Management team of GPAC
Nominated representative	A nominated representative, legal representative, relative, friend or any other person of an Employee's choice
Performance call	Working on 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
Staff and Employee(s)	Employee(s) / person(s) employed by GPAC and classified within one of the classification levels referred to in Appendix A.
Trust	GPAC Trust
Union	Media Entertainment and Arts Alliance or Community and Public Sector Union
Immediate family member	A spouse, de-facto spouse, child, parent, grandparent, grandchild or sibling of the staff member or a child, parent, grandparent, grandchild or sibling of a spouse of the employee. A de-facto spouse means a person who lives with the employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the employee.
Child	Child means a child of the employee under school age except for adoption of an eligible child where 'eligible child' means a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
Spouse	Spouse includes a de-facto spouse, former spouse or former de-facto spouse.
Registered Health Practitioner	A health practitioner registered or licensed as a health practitioner under a state or territory law. A registered health practitioner can only issue a medical certificate in relation to the area of practice in which the practitioner is registered or licensed by that state or territory law.
Workplace Relations Act	Refers to the Federal Workplace Relations Amendment (Work Choices) Act 2005
Salary / ordinary pay	Means the wage or salary rate, including all performance increments, which an employee receives in the normal course of his or her duty; provided that salary / ordinary pay does not include any payment for

	overtime, shift work, standby, traveling allowance, incidental expenses or any payment of a temporary nature
Party	Means Geelong Performing Arts Centre Trust or Community Public Sector Union or Media, Entertainment and Arts Alliance.
Emergency	An event or occurrence of which the employer could not have had prior knowledge

Clause 3 Obligations of Geelong Performing Arts Centre

To meet the commitments made in this Agreement, the Centre will establish and maintain an employment environment, which fosters strong staff loyalty and morale through its Strategic Plan, Values and Goals.

3.1 Our vision and values

Our vision

To ensure the greater Geelong region is renowned for its creativity, energy and engagement with the arts.

Our values

- We are passionate about the performing arts.
- We strive to provide both visitors and staff with a memorable experience by providing impeccable customer service.
- We practise a positive and professional approach to our work, expressing a genuine enthusiasm, sense of fun and can-do attitude.
- We believe in teamwork, demonstrated by mutual respect, and open and honest communication.
- We provide a secure and environmentally sound facility that ensures the safety of staff and customers.

All staff are employed for their contribution towards the achievement of GPAC's vision and values. More detailed explanation of GPAC's values, vision and goals can be found by referring to GPAC's strategic plan (updated from time to time) and annual business plan.

3.2 Stakeholders

Government

GPAC is an arts agency owned by the Victorian State Government and complies with all relevant legislation and regulations and responds to policies and guidelines that may apply during the period of this agreement.

Trust

The Geelong Performing Arts Centre Trust is a statutory entity constituted under the Geelong Performing Arts Centre Act 1980 No. 9406. The Trust's role is to set long term direction and policy, ensure compliance with legislation and regulations and undertake an advocacy role with all levels of government, sponsors and the community. The day to day operations of GPAC are delegated to the General Manager.

Hirers

As a community asset, GPAC is used predominately by community production companies who want a diverse range of competitively priced, high quality facilities that suit their needs. Commercial production companies bring to the greater Geelong region well-known performers, artists and shows. They want facilities that are competitively priced, professionally managed and staffed, and supported by effective marketing services.

Patrons

People of all ages, all walks of life and all areas of the greater Geelong region come to GPAC to enjoy the experience of live theatre. Our challenge is to develop deep, sustained relationships with our diverse audiences. This will be achieved by examining the performances and events on offer; how we communicate and win the attention of our audiences; and the quality of our customer service.

Staff

As representatives of GPAC and the Arts Community, staff members are responsible and accountable for their behaviour, actions and use of GPAC resources.

Clause 4 Obligations of staff

To meet the commitments made in this Agreement, staff and their representatives recognise that job security and employment opportunities can only be provided if all parts of GPAC operate at a level of efficiency, service, quality and cost which meets the needs of customers and compares favourably for the purposes of meeting the Victorian State Government legislative requirements.

4.1 Communication and consultation

The parties are committed to utilising consultative processes throughout the organisation in matters, which will or may directly affect employees.

To facilitate the implementation of the Agreement and ongoing workplace reform, the parties are committed to effective consultation and communication throughout GPAC. The parties agree that a Staff Consultative Committee (SCC) shall be formed that will have the responsibility for its implementation. The Committee will:

- Oversee the implementation of the Enterprise Agreement
- Specifically consider and make recommendations on:
 - Review of remuneration structures for operational staff by December 2008; that can be used in developing a new model regarding hours of operation and pay structures
- Provide a mechanism for improving communication and consultation with all staff on all matters raised by all staff that relate to effective and efficient work practices and training
- Where redevelopment is to be considered (clause 5.9), the SCC will be involved in a consultation process
- Monitor excess annual leave by department, as provided in a report from the Administration Department

The Staff Consultative Committee will comprise:

- General Manager
- Four Staff representatives from across the Centre
- Three Management representatives

4.2 Learning and development

Training helps improve skills, create an increased enthusiasm for work and contributes to growth and innovation. GPAC provides a range of training opportunities for all staff. It is important that the delivery of training achieves the best possible result for the organisation, the staff and deliver a return on time and financial investment. There are three levels of learning at GPAC.

Level 1 Induction

Training is provided in general organisational awareness which ensures that staff members have good working knowledge of the organisation, its departments, and the roles of other staff members.

Level 2 Compliance

Training is provided in OH&S and emergency training, which ensures that staff members are equipped to work in a safe manner, compliant with Occupational Health and Safety Standards and the Safety Guidelines for the entertainment industry.

Level 3 Discretionary

Training is provided in specific job-related skills training and networking opportunities, which ensure that staff members are equipped to perform their individual workplace roles effectively and

efficiently. Training opportunities available to staff members may also include the development of human resource and industrial relations skills for all staff in leadership and employee representative positions.

All staff members are required to participate at the Induction and Compliance level. Involvement in training at the Discretionary level is dependent on strategic objectives, workplace needs, staff member skill levels and will be discussed during annual performance reviews or at staff member meetings.

Where an approved training program is undertaken during a staff member's ordinary working hours, GPAC agree to pay the staff member their ordinary pay.

4.3 Performance management and annual performance increment

Staff have the opportunity to progress beyond the agreed Enterprise Agreement 2007 salary increase through participation in an annual performance review conducted in September of each year.

Eligibility for the annual performance increment is determined by the outcome of GPAC's annual performance review process and all staff will be given the opportunity to participate. However, annual performance increments are not available to staff who have been in their role for less than three months.

Annual performance criteria will be further developed to apply appropriately to the classification of staff in different areas of the organisation. To receive the annual performance increment staff need to meet the relevant annual performance increment criteria to a competent level.

When a staff member's performance is less than competent the relevant manager and staff member will meet at an appropriate time, not less than eight weeks prior to, the annual performance review to develop a performance improvement plan with the aim that the staff member will reach a competent level within an agreed time frame and before the next annual performance review increment date. However, if the staff member's performance continues to be less than competent they cannot progress.

Competent is broadly defined as:

- Fulfilling all requirements of the position as detailed in the position description
- Adhering to GPAC's values
- Contributing to GPAC's success as defined by individual performance plans
- The continued acquisition of skills and competencies appropriate to the position

Staff prevented from participating through circumstances beyond their control will not be disadvantaged.

It is expected that work performance feedback is an on-going process and not reserved solely for the annual performance review and performance increment assessment meeting.

In the first year of this agreement annual performance increment criteria will be in place by 30 April 2007 to inform the annual performance review to be conducted in September 2007. In subsequent years of this agreement annual performance criteria will be in place by 1 October to inform the annual performance review to be conducted in the following September.

The first annual performance increment will apply from 1 October 2007.

It is not the intention of the performance increment system to replace a formal disciplinary system. All matters requiring disciplinary action will be dealt with in a timely manner using GPAC's

disciplinary policy. However, if any aspect of a staff member's performance has been formally performance-managed in the past year, and remains unresolved, performance cannot be deemed as competent.

The annual performance increment will be calculated at 0.75% of the rate of pay applicable at 1 October in each year of this agreement. Remuneration adjustments will apply from 1 October in each year of this agreement. For Administration staff remuneration adjustments which are the beyond the top of a band will be considered above band rates of pay while the role itself remains within that band.

It is expected that the overwhelming majority of staff will progress annually.

Staff may request individual calculations illustrating the progression of rates of pay in accordance with this agreement at any time during the life of this agreement.

4.4 Well being and safety

The parties recognise that there is a mutual responsibility with regard to the well being and safety of all staff. Managers and staff are expected, through mutual and open consultation, to balance group and individual workloads, and maintain a healthy work-life balance. The seasonal nature of business activity levels is acknowledged and both parties agree to balance the effect of intense work periods with the taking of regular leave breaks. Paid leave in the form of annual leave and time in lieu will be monitored regularly by the use of the GPAC Leave Planning Template.

Clause 5 All staff employed at GPAC

5.1 Terms of engagement

Staff may be employed in one of the following categories:

- An ongoing basis, either full-time or part-time;
- A fixed term basis, either full-time or part-time; or
- A casual basis.

Ongoing employment

Ongoing employment applies where staff members are employed on open-ended period of employment where there is no end date expressed or implied.

5.1.1 Full time

Full time employment is where a staff member works 38 hours per week, subject to time in lieu and overtime.

5.1.2 Part time

Payment for part time staff shall be made at the equivalent per week wage divided by 38.

Part time staff shall receive payment for all work performed in excess of the contracted ordinary hours but less than 38 hours in one week at the rate of single time.

Hours worked in excess of the number of hours specified as ordinary hours in one day shall be at the relevant overtime rates.

Part time staff accrue entitlements to sick leave and annual leave on a pro-rata basis of the full time position, and calculated on the aggregate ordinary hours worked for each individual.

5.1.3 Casual

Casual staff shall be engaged as required on an hourly basis with a minimum call of 3 hours.

Casual staff shall be paid in accordance with Appendix A, which includes a loading of 22.5% in lieu of:

- annual leave and annual leave loading
- sick leave
- public holidays not worked
- paid parental leave
- paid compassionate leave
- paid carer's leave
- jury service
- defence reserve leave
- accident make-up pay

Casual staff employed in Administration shall be paid at the applicable classification wage rate divided by 38 hours plus a loading of 22.5% in lieu of all the above.

5.1.4 Fixed term

The use of fixed term employment in all areas covered by this Agreement is limited to:

- The replacement of staff proceeding on approved leave
- Meeting fluctuating client and staffing needs and unexpected increased workload
- Undertaking a specific, finite task (possibly linked to one-off funding from an external source)

- Filling a vacancy resulting from a GPAC staff member undertaking a temporary assignment or secondment elsewhere as approved by the General Manager.
- Temporarily filling a vacancy where, following an appropriate selection process, a suitable ongoing staff member is not available

Appointment on the basis of fixed term contract(s) of employment shall be limited to a maximum of three years.

5.1.5 Ongoing

Ordinary hours of work and spread of hours

Ordinary hours of work and spread of hours are addressed in clause 6.2 for Administration staff and clause 7.1 for Operations staff.

5.1.6 Overtime

Overtime means the hours worked, at the direction of GPAC, which can be described as being one of the following:

- In addition to a staff member's ordinary daily hours of work on any day
- In addition to a staff member's rostered ordinary hours of work

A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working hours which are unreasonable having regard to:

- Any risk to the staff member's health and safety
- The staff member's personal circumstances including family responsibilities
- The needs of the workplace
- The notice (if any) given by GPAC of the overtime and by the staff member of his or her intention to refuse it
- Any other relevant matter

5.1.7 Promotion of security through permanent employment

GPAC understands the importance of security in employment for staff and the benefits of a loyal workforce. Therefore, GPAC will actively take measures to increase the degree of permanency and decasualisation.

5.2 Leave

5.2.1 Annual leave

Annual Leave is an entitlement of full and part time staff members, which is to be taken at a time mutually agreed by the staff member and their manager. Staff are entitled to 20 days leave for each completed twelve-month period of service and for each twelve month period thereafter.

Annual leave loading is paid at 17.5% of the ordinary rate of pay.

It is acknowledged by all parties that life/work balance is essential to the health and wellbeing of all staff. To assist staff members in balancing their work and family responsibilities, by agreement between the staff member and the GPAC, recreation leave may be taken at any time within a period of 24 months from the date at which it falls due.

To assist staff members in balancing their work and family responsibilities, a staff member may elect, with the consent of their manager, to take annual leave in single periods not exceeding ten days in any calendar year at a time or times agreed between them.

Public holidays (Clause 5.7), which fall within a staff member's annual leave, shall not be regarded as part of that annual leave. Such days shall be recognised and paid as public holidays, not as annual leave.

5.2.2 Personal leave

Paid personal leave is an entitlement of full and part time staff members. Specific personal leave entitlements are detailed in Clause 6.1 for Administration staff and 7.9 for Operational staff and the following common provisions will be available to all staff members when they are absent due to:

- a. personal illness or injury (sick leave)
- b. the purposes of caring for an immediate family member who is sick and requires the staff members' care and support (carer's leave)
- c. death of an immediate family member (bereavement leave)

In normal circumstances a staff member is not entitled to take carer's leave where another person has taken leave to care for the same person. The staff member shall not be entitled to paid sick leave for any period of absence in respect of which they are paid workers' compensation.

The staff member shall notify their Manager prior to his/her commencing time that he/she is unable to work because of illness or injury unless that is not possible because of the nature of the illness or injury or at the latest within 24 hours of the commencement of such sick leave absence, and shall so far as practicable state the nature of the illness or injury from which he or she is suffering and the estimated period of his or her absence.

For any period of sick/carer's leave exceeding three days continuous absence, GPAC may require the staff member to provide evidence in support of their absence on sick/carer's leave in the form of a medical certificate from a registered health practitioner or if this is not reasonably practicable, the employee may, upon agreement, provide a statutory declaration.

A staff member may be absent from duty because of illness for periods of three days or less without producing a medical certificate, provided that the aggregate of such absences does not exceed five days in any one year.

A public holiday occurring during any period of sick leave shall not be regarded as sick leave.

On the production of medical evidence in respect of a period of personal sickness or injury in excess of seven days, occurring during a staff member's absence on recreation leave or long service leave, GPAC shall:

- debit such periods of personal sickness or injury against the staff member's sick leave entitlement subject to the existence of sufficient sick leave credit
- credit the staff member additional recreation leave or long service leave equivalent to the period of personal sickness or injury

5.2.3 Unpaid personal leave

5.2.3.1 Where a staff member has exhausted all paid personal/sick leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. Management and the staff member shall agree on the period. In the absence of agreement, the staff member is entitled to take up to two days per occasion, provided the requirements of 5.2.3.2 are met.

5.2.3.2 Leave granted in accordance with 5.2.3.1 is subject to established GPAC procedures and medical certificate requirements for leave taken to care for members of the staff member's family or household who require care due to an unexpected emergency. The staff member must, if required, provide acceptable

medical documentation establishing the nature of the emergency and that this resulted in individual requiring care by the staff member.

5.2.4 Carer's leave for other than casual employment

5.2.4.1 Personal leave to care for an immediate family member

A staff member is entitled to use up to 10 days personal/sick leave, including accrued leave, each year to care for members of their immediate family who are sick and require care and support or who require care due to an unexpected emergency, subject to the condition set out in this clause.

By agreement, the staff member may access an additional amount of their accrued sick/personal leave. In such circumstances the staff member and management shall agree upon the additional amount that may be accessed.

Leave granted under this clause is subject to established notice requirements for leave taken to care for members of the staff member's immediate family who are sick and require care and support. When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the staff member must, if required by management, establish by production of acceptable documentation, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the staff member.

5.2.5 Casual employment – caring responsibilities

Subject to established notice requirement and evidence requirements for bereavement leave or leave taken to care for members of the staff member's immediate family who are sick and require care and support, casual employees are entitled to not be available to attend work, or to leave work:

- If they need to care for members of their immediate family who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child
- Upon the death of an immediate family member

The staff member and GPAC shall agree on the period for which the staff member will be entitled to not be available to attend work. In the absence of agreement, the staff member is entitled to not be available to attend work for up to two days per occasion. The casual staff member is not entitled to any payment for the period of non-attendance.

GPAC must not fail to re-engage a casual staff member because the staff member accessed the entitlements provided for above. The rights of GPAC to engage or not to engage a casual staff member is otherwise not affected.

5.2.6 Parental leave

Subject to the terms of this clause staff are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual staff.

An eligible casual staff member means a casual staff member:

- a) employed by GPAC on a regular and systematic basis for a sequence of periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- b) who has, but for the pregnancy or decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause only, continuous service is work performed on a regular and systematic basis (including any period of authorised leave or absence).

GPAC will not fail to re-engage a casual staff member because they:

- a) are pregnant / or their spouse is pregnant
- b) are or have been immediately absent on parental leave

The rights of GPAC as an employer in relation to engagement and re-engagement of casual employment are not affected, other than in accordance with this clause.

5.2.6.1 Basic entitlement

Staff who have, or will have completed at least twelve months continuous service, are entitled to a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child. A paid component of a continuous period of 14 weeks maternity leave may be taken and a paid component of 1 week's paternity leave may be taken. In the case of adoption leave a paid component of 6 weeks leave is available to the primary care giver and 1 weeks leave for the secondary care giver for short adoption leave. Staff who do not satisfy the qualifying service requirement for the paid component of leave, or an employee who is an eligible casual employee, shall be entitled to leave without pay for a period not exceeding 52 weeks.

5.2.6.2 Subject to clause 5.2.6.4 parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

5.2.5.2(a) in the case of one week's paid paternity leave a staff member shall be entitled to a total of five days (which need not be taken consecutively) which may be commenced one week prior to the expected date of birth, and in the case of short adoption leave for the secondary care giver, one week's paid leave and up to two weeks unpaid leave which may be commenced at the time of placement.

5.2.6.3 Maternity leave

A staff member must provide the notice to GPAC management in advance of the expected date of commencement of parental leave. The notice requirements are:

- of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the staff member is pregnant) – at least 10 weeks
- of the date on which the staff member proposes to commence maternity leave and the period of leave to be taken – at least four weeks

The staff member is also required to provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

A staff member will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

Subject to 5.2.6.1 and unless agreed otherwise between GPAC and a staff member, a staff member may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

Where a staff member continues to work within the six week period immediately prior to the expected date of birth of the child or is on paid leave under 5.2.6.9, GPAC may require the staff member to provide a medical certificate stating that she is fit to work on her normal duties. GPAC may require the staff member to start maternity leave if the staff member:

5.2.6.3(a) does not give GPAC the requested certificate within seven days after the request: or,

5.2.6.3(b) within seven days after the request for the certificate, gives the employer a medical certificate stating that the staff member is unfit for work.

5.2.6.4 Special maternity leave

Where the pregnancy of a staff member not then on maternity leave terminates within 28 weeks before the expected date of birth, other than by the birth of a living child, then the staff member may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

Where a staff member is suffering from an illness not related to the direct consequences of the confinement, a staff member may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

Where a staff member not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

Where leave is granted under 5.2.6.3, during the period of leave a staff member may return to work at any time, as agreed between GPAC and the staff member provided that time does not exceed four weeks from the recommencement date desired by the staff member.

5.2.6.5 Paternity leave

A staff member will provide, at least 10 weeks prior to each proposed period of paternity leave:

- a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- a statutory declaration stating:
 - except in relation to leave taken simultaneously with the child's mother under 5.2.6.2(a) or 5.2.6.7(a), that he will take that period of paternity leave to become the primary care giver of a child;
 - particulars of any period of maternity leave sought or taken by his spouse
 - that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment

The staff member will not be in breach of the above if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

5.2.6.6 Adoption leave

The staff member shall be required to provide management with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.

The staff member must give written notice of the day when the placement with the staff member is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.

The staff member must give the following written notice of the first and last days of any period of adoption leave they intend to apply for because of the placement:

- where a placement notice is received within the period of eight weeks after receiving the placement approval notice – before the end of that eight week period; or
- where a placement notice is received after the end of the period of eight weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.

As a general rule, the staff member must make application for leave to GPAC at least ten weeks in advance of the date of commencement of long adoption leave and the period of leave to be taken, or 14 days in advance for short adoption leave. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

Before commencing adoption leave, a staff member will provide GPAC with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:

5.2.6.6(a) that the child is an eligible child, whether the employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement.

5.2.6.6(b) except in relation to leave taken simultaneously with the child's other adoptive parent under clause 5.2.6.2(a) or 5.2.6.7(a), that the staff member is seeking adoption leave to become the primary caregiver of the child;

5.2.6.6(c) particulars of any period of adoption leave sought or taken by the staff member's spouse; and

5.2.6.6(d) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

A staff member must provide GPAC with confirmation from the adoption agency of the start of the placement.

Where the placement of a child for adoption with a staff member does not proceed or continue, the staff member will notify GPAC immediately and GPAC will nominate a time not exceeding four weeks from receipt of notification for the staff member's return to work.

A staff member will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

A staff member seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The staff member and GPAC should agree on the length of unpaid leave. Where agreement cannot be reached, the staff member is entitled to take up to two days unpaid leave. Where paid leave is available to the staff member, GPAC may require the staff member to take such leave instead.

5.2.6.7 Right to request

To assist in reconciling work and parental responsibilities a staff member entitled to parental leave pursuant to the provisions of 5.2.6.1 may request that GPAC allow the staff member:

- 5.2.5.7(a) to extend the period of simultaneous unpaid parental leave provided for in 5.2.6.2(a) up to a maximum of eight weeks;
- 5.2.5.7(b) to extend the period of unpaid parental leave provided for in 5.2.6.1 by a further continuous period of leave not exceeding 12 months
- 5.2.5.7(c) to return from a period of parental leave on a part-time basis until the child reaches school age

Management will consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the department or GPAC's operations. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

The staff member's request and GPAC's decision made under 5.2.6.7 must be recorded in writing.

Where a staff member wishes to make a request under 5.2.6.7(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the staff member is due to return to work from parental leave.

Unless otherwise agreed between GPAC and a staff member, where a staff member takes parental leave under 5.2.6.1 and 5.2.6.7(b) a staff member may apply to GPAC to change the period of parental leave on one occasion. Any such change must be notified in writing at least two weeks prior to the commencement of the changed arrangements.

5.2.5.8 Parental leave and other entitlements

A staff member may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 5.2.6.7.

5.2.5.9 Transfer to a safe job

Where a staff member is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the staff member make it inadvisable for the staff member to continue at her present work, the staff member will, if management deems it practicable, be transferred to a safe job with no other change to the employee's terms and conditions of employment until the commencement of maternity leave.

If GPAC does not consider it to be reasonably practicable to transfer the staff member to a safe job, the staff member may take paid leave, or GPAC may require the staff member to take paid leave immediately for a period which ends at the earliest of either:

5.2.6.9(a) when the staff member is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner, or

5.2.6.9(b) when the staff member's pregnancy results in the birth of a living child or when the employee's pregnancy ends otherwise than with the birth of a living child.

The entitlement to leave is in addition to any other leave entitlement the staff member has.

5.2.6.10 Returning to work after a period of parental leave

A staff member will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

A staff member will be entitled to the position which they held immediately before proceeding on parental leave. In the case of a staff member transferred to a safe job pursuant to 5.2.6.9, the staff member will be entitled to return to the position they held immediately before such transfer.

Where such position no longer exists but there are other positions available which the staff member is qualified for and is capable of performing, the staff member will be entitled to a position as nearly comparable in status and pay to that of their former position.

5.2.6.11 Replacement staff

A replacement staff member is a staff member specifically engaged or temporarily promoted or transferred, as a result of a staff member proceeding on parental leave.

Before GPAC engages a replacement staff member GPAC must inform that person of the temporary nature of the employment and of the rights of the staff member who is being replaced.

5.2.6.12 Communication during parental leave

Where a staff member is on parental leave and a definite decision has been made to introduce a significant change at the workplace, GPAC shall take reasonable steps to:

5.2.6.12(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and

5.2.6.12(b) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.

The staff member shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

The staff member shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 5.2.6.12.

5.2.7 Long service leave

Long service leave is an entitlement of all staff members.

A staff member who has continuously served 10 years with Geelong Performing Arts Centre is entitled to 90 calendar days long service leave with full pay in respect of that period of ten years service, and forty-five calendar days long service leave with full pay in respect of each additional five completed years of service.

Continuous service for casual staff means that there has been no more than a three month absence between two periods of employment. The casual staff member's hours for calculating long service leave will be the weekly hours averaged over the preceding 12 months, or the preceding five years, whichever average hours are the greater.

Where a public holiday occurs during a period of long service leave granted to a staff member, the public holiday is not to be regarded as part of the long service leave and GPAC will grant the staff member a day off in lieu.

5.2.7.1 Cashing in of long service leave

Staff members may request the cashing in of long service leave subject to the following:

- Approval of requests to cash in long service leave is at GPAC's discretion
- A minimum period of four weeks long service leave applies
- Cashing in of long service leave is subject to authorisation by:
 - the staff member's Manager (with respect to workload)
 - the Finance Manager (with respect to budget availability)
 - the General Manager (with respect to health and safety)

Prior to any approval, individual staff members should ensure that they are aware of the taxation implications of cashing in long service leave and should seek external financial advice.

5.2.7.2 Long service leave paid on termination of employment

In accordance with the Long Service Leave (Amendment) Act 2005 staff are entitled to a pro rata long service leave payout on termination of employment after seven years of recognised and continuous service.

5.2.8 Jury leave

Jury leave is an entitlement of all staff.

As part of GPAC's commitment to the community and to its staff, Jury/Witness Leave allows staff to attend court proceedings without the loss of pay, except where they are the instigator or defendant of proceedings.

5.2.9 Emergency services leave

Emergency Services Leave is an entitlement of all staff.

Staff who are members of voluntary emergency relief organisations, including but not limited to the Country Fire Authority, Red Cross, State Emergency Service and St John's Ambulance and who wish to volunteer in emergency situations, may be released from normal duties without loss of pay.

5.2.10 Reserve Defence Force leave

Reserve Defence Force Leave is an entitlement for full and part time employees.

Staff are entitled to 80 hours (ten days) unpaid military leave per calendar year to attend training courses or other military activities organised by the Australian armed forces. If the staff member's daily rate of pay from the Reserve Defence Force is less than their normal rate of pay, GPAC will pay the difference, upon proof of pay rate.

5.2.11 Bereavement leave

Bereavement leave is available to staff where a member of the immediate family/household contracts or develops a personal illness that poses a serious threat to his or her life; or sustains a personal injury that poses a serious threat to his or her life; or dies. Paid bereavement leave applies to full-time and regular part-time staff members (on a pro-rata basis) and does not apply to casual staff. A staff member is entitled to up to 3 days bereavement leave on each eligible occasion.

A staff member may take unpaid bereavement leave by agreement with management.

5.3 Flexibility of job design

All staff may be directed to carry out such duties as are within the limits of the staff member's skill, competence and training.

For casual staff offered work under a classification not usually worked by that staff member, the pay rate for that classification will apply. Staff will be notified of the applicable rate when offered the work.

5.4 Superannuation

5.4.1 Payment of superannuation

Under the Superannuation Guarantee (Administration) Act 1992 GPAC is required to make contributions, known as the Superannuation Guarantee Charge (SGC), to an approved superannuation fund on behalf of all employees. The applicable SGC rate at the commencement of this agreement is 9%. The Superannuation Guarantee (Administration) Act 1992 requires a minimum monthly level of earnings before contributions are paid however at GPAC contributions are made on all earnings.

5.4.2 Choice of superannuation fund

All staff are able to have SGC contributions made to the superannuation fund of their choice provided that the superannuation fund is a complying fund. If desired by a staff member GPAC will accept a change in choice of fund once every twelve months.

5.4.3 Vision Super specified as the default fund

The parties agree that in respect of any period when there is no chosen fund in respect of a staff member (such a staff member being referred to as a default staff member), GPAC will make all contributions in respect of that default staff member to the Local Authorities Superannuation Fund, known as Vision Super which is a complying superannuation fund under the Superannuation Industry (Supervision) Act 1993. This includes all contributions made as referred above and any other employer contributions.

5.4.4 Salary sacrificing superannuation

A staff member may enter in to a salary packaging arrangement using pre-tax salary in respect of superannuation.

All costs associated with salary packaging, including reasonable administrative costs, are to be met from the salary of the participating staff member.

5.5 Work off site

Choice

On occasion GPAC may request that staff work off site. Staff members are given the option of accepting work off site or not. This option does not apply to work performed at Costa Hall.

All staff members employed off site will be paid under the GPAC Enterprise Agreement.

A staff member who is temporarily required to undertake duties at a location other than his or her usual place or places of work will have any period of additional travelling time regarded as time worked.

Facilities

The facilities for staff members working off site and at Costa Hall shall be comparable to those enjoyed at GPAC. This includes but is not limited to tea/coffee and drinking water provisions, sunscreen and hats for outdoor work, toilet and first aid facilities. When arrangements are being made by GPAC to provide staff to work offsite, these conditions must be negotiated on behalf of staff.

5.6 Payment of wages

Staff shall be paid fortnightly commencing from 1 July 2007. Payroll is processed and electronically transferred to staff member's bank accounts on the Monday immediately following the end of the fortnight. The timing of the crediting of net pay into staff member's individual bank accounts will be dependent on the staff members banking institution.

In the case of the following public holidays payroll shall be processed on the following working day being a Tuesday:

- Labour Day
- Easter Monday
- Queens Birthday
- Australia Day – where it falls on a Monday
- Anzac Day – where it falls on a Monday

In the case of the Christmas/New Year period the following shall apply:

- Full time staff shall be paid in advance on the last working day prior to Christmas Day to cover the period up to the next payday in the New Year
- Casual staff shall be paid on the last working day prior to Christmas Day for work done up to the day before
- Casual staff shall be paid for work done from the last working day prior to Christmas Day to New Years Day on the first working day of the new year

Adjustments to wages, for any reason, will be made in the next fortnightly pay. In the case of overpayments the value of the adjustment may be spread over more than one fortnight by mutual agreement between GPAC and the staff member.

5.7 Public holidays

Where the nature of the employment of staff permits the observance of public holidays as they occur, staff (other than casual staff) shall be entitled to the following holidays without loss of pay:

New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day and Geelong Cup Day.

New Years Day	When New Year's Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the following Monday
Australia Day	When Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the following Monday
Geelong Cup Day	The holiday for Melbourne Cup will be observed on Geelong Cup Day as officially listed by the Geelong Racing Club. Melbourne Cup Day will be a normal working day
Christmas Day	When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December
Boxing Day	When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December

Where in the whole or part of the State of Victoria, additional public holidays are declared or prescribed on days other than those set out above, those days shall constitute additional holidays for the purpose of this Agreement, when the additional public holiday applies to the municipality in which GPAC is located.

A staff member may, by agreement, substitute another day for any prescribed in this clause to observe religious or cultural occasions or like reasons of significance to them as an individual.

5.8 Major change

Where GPAC is considering a restructure of the workplace, the introduction of new technology or changes to existing work practices of employees, GPAC will advise the affected staff and the SCC of the proposed change as soon as practicable after the proposal has been made (Clause 4.1). GPAC will advise the affected staff and the SCC of the likely effects on the staff working conditions and responsibilities. GPAC will advise of the rationale and intended benefits of any change.

GPAC will regularly consult with affected staff, the SCC and give prompt consideration to matters raised by the staff or the SCC and where appropriate provide training for the staff to assist them to integrate successfully into the new structure.

In accordance with this clause the SCC may submit alternative proposals, which will meet the indicated rationale and benefits of the proposal. Such alternative proposals must be submitted in a timely manner so as not to lead to an unreasonable delay in the introduction of any contemplated change. If such a proposal is made GPAC must give just cause to the staff consultative committee

if GPAC does not accept its proposals. Any dispute concerning the parties' obligations under this clause shall be dealt with in accordance with clause 5.12.

The process of consultation will commence when there is a formal proposal for major change which will have a significant effect on staff.

5.9 Redevelopment

The parties agree that the status and operational impacts of the mooted redevelopment of GPAC were, at the time of signing this Agreement, not sufficiently clear to make detailed judgements on the impact upon staff members. Accordingly, the parties agree to reserve this matter for later negotiation once the detail surrounding this issue has become clearer. GPAC undertakes to communicate the particulars of the redevelopment to staff and to enter into consultation with the SCC when definitive plans are finalised regarding the redevelopment and to keep the SCC up to date with relevant developments as they occur.

5.10 Redeployment

Where a decision is made by GPAC which will result in a change to the way work is carried out or work no longer being performed, and as a result the staff member's position becomes excess to requirements, consultation with the staff member will occur to endeavour to redeploy the staff member to another position if a suitable vacancy exists.

If the staff member is unsuccessful in being redeployed or appointed to a new position and no suitable vacancy exists, he/she shall be declared redundant and shall be eligible for the redundancy package available at the time of the redundancy which would be subject to, and not exceed, the standards contained in Victorian Public Sector redeployment and redundancy policy.

Suitable vacancy means a position classified at the staff member's substantive level where the staff member will be able to satisfactorily carry out the duties of that position with a reasonable amount of training.

5.11 Dispute and grievance procedures

5.11.1 Dispute resolution procedure

- 5.11.1.1 Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this agreement, other than termination of employment, must be dealt with in accordance with this clause
- 5.11.1.2 This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed workplace agreement
- 5.11.1.3 A person bound by this Agreement may choose to be represented at any stage by a representative of their choice

5.11.2 Obligations

- 5.11.2.1 The parties to the dispute or grievance, and their representatives, must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously
- 5.11.2.2 Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to a staff member who has a reasonable concern about an imminent risk to his or her health or safety, has advised GPAC of this concern and has not unreasonably failed to comply with a direction by GPAC to perform other available work that is safe and appropriate for the staff member to perform
- 5.11.2.3 No person bound by the Agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this Clause

5.11.3 Agreement and dispute settlement facilitation

- 5.11.3.1 For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) where the chosen Staff Representative is another employee of GPAC, he/she must be released from normal duties for such periods of time as may be reasonably necessary to enable him/her to represent staff members concerning matters pertaining to the employment relationship including but not limited to:
- 5.11.3.1 (a) investigating the circumstances of a dispute or an alleged breach of this Agreement
 - 5.11.3.1 (b) endeavouring to resolve a dispute arising out of the operation for the Agreement
 - 5.11.3.1 (c) participating in conciliation, arbitration or any other agreed alternative dispute resolution process
- 5.11.3.2 The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operation of the staff member

5.11.4 Discussion of grievance or dispute

- 5.11.4.1 The dispute or grievance must first be discussed by the aggrieved staff member(s) with their immediate supervisor
- 5.11.4.2 If the matter is not settled, the staff member(s) can require that the matter be discussed with the General Manager or another Manager appointed for the purposes of this procedure

5.11.5 Internal process

- 5.11.5.1 The parties must first refer to the following GPAC internal dispute or grievance resolution process.
- If the discussions under 5.11.4.1 have been exhausted without resolution of the matter, the parties shall within the next five working days review their respective positions individually and/or jointly.
- 5.11.5.1 (a) By agreement between the parties the matter may be referred to a mutually acceptable independent third party
 - 5.11.5.1 (b) If the dispute remains unresolved and all internal processes have been exhausted, either party to the dispute may refer the dispute to the AIRC.
- 5.11.5.2 If the dispute or grievance is not settled through an internal dispute or grievance resolution process, the matter can be dealt with in accordance with the processes set out below.
- 5.11.5.3 If the matter is not settled, GPAC, the staff member(s) or their representative may apply to the AIRC to have the dispute or grievance dealt with by conciliation.

5.11.6 Disputes of a collective character

- 5.11.6.1 The parties bound by the Agreement acknowledge that disputes of a collective character concerning more than one employee may be dealt with more expeditiously by an early reference to the Commission.
- 5.11.6.2 No dispute of a collective character may be referred to the Commission directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to the Commission.

5.11.7 Conciliation

- 5.11.7.1 Where a dispute or grievance is referred for conciliation, a member or the

AIRC shall do everything that appears to the member to be right and proper to assist the parties to agree on terms for the settlement of the dispute or grievance.

5.11.7.2 This may include arranging one of the following:

- Conferences of the parties or their representatives presided over by the member
- For the parties or their representatives to confer amongst themselves at conferences at which the member is not present

5.11.7.3 Conciliation before the AIRC shall be regarded as completed when:

- The parties have reached agreement on the settlement of the grievance or dispute
- The member of the AIRC conducting the conciliation has, either of their own motion or after an application by either party, satisfied themselves that there is no likelihood that within a reasonable period further conciliation will result in a settlement
- The parties have informed the AIRC member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to regard the conciliation proceedings as completed

5.11.8 Arbitration

5.11.8.1 If the dispute or grievance has not been settled when conciliation has been completed, either party may request that the AIRC proceed to determine the dispute or grievance by arbitration

5.11.8.2 Where a member of the AIRC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so

5.11.8.3 Subject to sub-clause 5.11.8.4, the determination of the AIRC is binding upon the persons bound by this Agreement

5.11.8.4 An appeal lies to a Full Bench of the AIRC, with the leave of the Full Bench, against a determination of a single member of the AIRC made pursuant to this clause

5.11.9 General powers and procedures of AIRC

5.11.9.1 Subject to any agreement between the parties in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, the AIRC may:

- Determine matters of procedure as is section 110 of the Workplace Relations Act 1996 applied to the proceedings
- Exercise the powers set out in section 111 of the Workplace Relations Act 1996, to the extent relevant, as if section 111 applied to the proceedings
- In the course of dealing with a matter by arbitration make an interim recommendation at any stage in the process prior to the final determination of the dispute by arbitration

5.11.10 Publication and privacy obligations during disputes

In accordance with the provisions of section 712 of the Workplace Relations Act 1996 the parties, subject to the preservation of any duties of confidence, commercial or otherwise and to any requirements for in-camera hearings due to security or other concerns, consent to an empower the

AIRC at its discretion to publicly disclose any recommendation or decision it has reached in order to resolve in whole or in part any dispute under this Agreement.

5.12 Discipline

GPAC is not obliged to comply with this clause in respect of:

- casual staff;
- staff who are subject to a probationary period of employment; or
- staff subject to disciplinary action arising from serious misconduct (such as assault, theft from the employer and fraud).

Where an alleged breach of discipline occurs, GPAC will ensure that the staff member is accorded procedural fairness (natural justice) in relation to the discipline process, including their choice of nominated representative.

Where a staff member is found guilty of an act of misconduct, that staff member will be given formal notice of the official warning that will apply for an appropriate length of time, as determined by the General Manager or delegate. The official warning will take into account the seriousness of the charge and mitigating circumstances.

For instances of serious misconduct the staff member may be dismissed instantly, receiving salary and leave entitlements up to the time of dismissal only.

Any incidences of termination of employment or discipline shall be covered by reference to GPAC's Warnings and Dismissals policy and procedure.

5.13 Accident pay – workers' compensation

- GPAC shall pay a staff member accident pay where the staff member receives an injury for which weekly payments of compensation are payable by or on behalf of GPAC pursuant to the provisions of the Accident Compensation Act
- GPAC shall pay accident pay during the incapacity of the staff member within the meaning of the Workers' Compensation Act, until incapacity ceases or until the expiration of a period of 26 weeks from the date of the injury, whichever event shall first occur
- In the event of the staff member receiving a lump sum in redemption of weekly payments under the Accident Compensation Act the liability of GPAC to pay accident pay shall cease from the date of redemption

5.14 Staff eligible for a supported wage

This clause defines the conditions which will apply to staff who because of the effects of a disability are eligible for a supported wage. In the context of this clause, the following definitions will apply:

Supported Wage System: the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".

Accredited Assessor: 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.

Disability Support Pension: the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

Assessment Instrument: the form 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.

Eligibility criteria

Staff 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 they are engaged, 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 staff member who has a claim against GPAC which is subject to the provisions of workers' compensation legislation or any provision relating to the rehabilitation of staff who are injured in the course of their current employment.

This clause does not apply to GPAC in respect of their facility, programme, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension, except with respect to recognition under s.10 or s.12A of the Act, or if a part only has received recognition, that part.

Supported wage rates

Staff to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed for the class of work which the person is performing according to the following schedule:

Assessed Capacity	% of prescribed 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 \$64 per week).

*Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

Assessment of capacity

For the purpose of establishing the percentage of the rate to be paid to a staff member, their productive capacity will be assessed in accordance with the Supported Wage System and documented in an assessment instrument, by either:

- GPAC and a staff representative, in consultation with the staff member, or, if desired by any of these
- GPAC and an accredited assessor from a panel agreed by the parties and the staff member

Lodgement of assessment instrument

All assessment instruments under the conditions of this clause, including the appropriate percentage of the wage to be paid to the staff member, shall be lodged by GPAC with the Registrar of the Australian Industrial Relations Commission.

Review of assessment

The 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.

Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Staff covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other staff paid on a pro rata basis.

Workplace adjustment

When employing a person under the provisions of this clause, GPAC shall take reasonable steps to make changes in the workplace to enhance the staff member's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other staff in the area.

Trial period

In order for an adequate assessment of the staff member's capacity to be made, GPAC may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

The minimum amount payable to the employee during the trial period shall be no less than \$62 per week.

Work trials should include induction or training as appropriate to the job being trialled.

Where GPAC and the staff member 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.

5.15 Termination of employment

5.15.1 Notice of termination by GPAC

In order to terminate the employment of a full-time or regular part-time staff member, GPAC will give the period of notice specified:

Period of continuous service	Period of notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 5.15.1.1** In addition to this notice, staff over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.
- 5.15.1.2** Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the staff member working part of the required period of notice and by GPAC making payment for the remainder of the period of notice.
- 5.15.1.3** In calculating any payment in lieu of notice, the wages a staff member would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- 5.15.1.4** The period of notice in this clause, will not apply in the case of dismissal for conduct that justifies instant dismissal, including inefficiency within the first fourteen days, neglect of duty or misconduct and in the case of casual staff, or staff engaged for a specific period of time or for a specific task or tasks.

5.15.2 Notice of termination by a staff member

- 5.15.2.1** The notice of termination required to be given by a staff member is the same as that required of GPAC, except that there is no requirement on the staff member to give additional notice based on the age of the staff member concerned.
- 5.15.2.2** If a staff member fails to give notice GPAC has the right to withhold monies due to a maximum amount equal to the ordinary time rate of pay for the period of notice.

5.15.3 Time off during notice period

Where GPAC has given notice of termination to a staff member, a staff member will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the staff member after consultation with GPAC.

Clause 6 Staff employed in Administration

6.1 Personal leave

A staff member will accrue 15 days personal/carer's leave in any 12 month period. 10 days of the entitlement leave may be taken as carer's leave

Sick leave is cumulative from the date of accrual but is not paid on termination of employment.

Staff are entitled to 3 days bereavement leave on each eligible occasion.

6.2 Spread of hours

The normal spread of hours is 76 to be worked as any 10 days of 14 in a fortnight, 8.00am - 11.00pm, subject to overtime and time in lieu provisions as per clauses 6.4 and 6.5 respectively.

The standard working week for Administration staff is Monday to Friday. In consideration of our desire for flexibility it will be possible to vary this spread of hours to any 10 days of 14 in the fortnight. This variation may only occur by mutual Agreement between staff and the General Manager.

A normal working day, of which 10 days would make up the 76 hour fortnight, would commence at 9.00am, conclude at 5.36pm and include a one hour meal break. The hours of the normal working day may be varied within the 76 hours of the fortnight to suit an individual, in consultation with the General Manager or his or her delegate.

The ordinary hours of work for a day consist of a minimum of 3 hours and a maximum of 10 hours.

The spread of hours for the positions of the Customer Services Manager and Front of House Supervisor are to be maintained on a roster basis and will vary according to activity. This roster is to be self managed and must be approved by the appropriate supervisor.

6.3 Meal breaks

A normal meal break will be of up to one hour's duration. A staff member is not to work more than 5 hours without a meal break.

6.4 Overtime and additional payments

Wherever practicable but mutually agreed between the staff member and the General Manager, time in lieu provisions as provided in clause 6.5 may replace all overtime worked with the exception of the circumstances outlined in this clause.

Any staff member required to work all or part of his/her ordinary hours between 11pm and 8am shall be paid at the rate of double the ordinary hourly rate for each hour worked.

Staff shall be paid overtime for work performed in excess of 10 hours in a day at the rate of time and a half.

All work performed on Public Holidays shall be paid for at the rate of double the ordinary hourly rate for each hour worked.

Any overtime to be worked, including but not limited to Public Holidays must be authorised in advance by the General Manager or his/her delegate.

6.5 Time in lieu

The staff member and the General Manager or his/her delegate may agree that the staff member shall take time in lieu of overtime. A time in lieu form that details the date the overtime was worked and the reason for the overtime must be signed by the General Manager or delegate and the staff member prior to any time in lieu being accessed.

The staff member and the General Manager or his/her delegate may agree that an arrangement for time in lieu may be made on an ongoing basis.

Where time in lieu is taken, no payment shall be made for the overtime worked.

Time in lieu shall not be used to replace hours worked between the hours of 11pm and 8am, hours worked in excess of 10 hours per day and work on a Public Holiday.

Time in lieu shall be granted on the basis of an hour off for each hour worked, without loss of pay for overtime worked Monday to Saturday.

Time in lieu shall be granted on the basis of two hours off for each hour worked, without loss of pay for overtime worked on Sunday.

Time in lieu may be accumulated to a maximum of 38 hours and shall be taken at a time, which is mutually convenient to the staff member and GPAC.

6.6 Work on Sunday

A staff member may be required to work Sunday as one of their ten days in fourteen in a fortnight. Under these circumstances a penalty of double time is applicable.

6.7 Higher duties

There may be times when a staff member is required to take responsibility and duties in addition to their current role. A higher duties allowance recognises an increase in responsibility, delegated authority, level of decision making and overall autonomy.

Higher duties allowance is not paid in instances of increased activity due to a staff absence or where the staff member is contactable though not on the premises.

Higher duties allowances will be calculated according to the following scale:

Proportion of duties performed in higher office or post	Rate of higher duties allowance
At least 25% but less than 50%	25% of the difference between the staff member's current rate of pay and the rate of pay applicable to the higher position
At least 50% but less than 75%	50% of the difference as described above
At least 75% but less than 100%	75% of the difference as described above

Clause 7 Operations Staff

7.1 Hours of work and penalties - Technical staff

The terms and conditions in this clause relate to the following staff classifications:

- Head technician
- Supervising technician
- Technician
- Stage hand
- Projectionist
- Stage door

Clause		Full-time and part-time staff		Casual staff	
7.1.1	Hours of work	Up to 40 hours per week to be worked on any five of seven days at 8 hours per day to be worked continuously (subject to a suitable meal break) between the hours of 8.00am and 11.00pm. The five days may not necessarily be consecutive.		As per roster, set in advance, on an as-required basis	
7.1.2	Additional annual leave	Weekly staff work a standard 40 hours per week and are paid a standard 38 hours per week. The additional 2 hours worked per week is converted into an entitlement of an additional 10 days annual leave plus leave loading. This applies to full-time technical staff only.		Not applicable	
7.1.3	Spread of hours - Monday to Friday	8:00am – 11:00pm	First 8 hours – Single time Next 2 hours – Time and a half Thereafter – Double time	8:00am – 12:00 midnight	First 8 hours – Single time Next 2 hours – Time and a half Thereafter – Double time
		11:00pm – 12:00 midnight	Time and a half	Not applicable	
		12:00 midnight – 8:00am	Double time	12:00 midnight – 8:00am	Double time

7.1.4	Spread of hours – Saturday	8:00am – 11:00pm	First 8 hours – Single time Next 2 hours – Time and a half Thereafter – Double time	8:00am – 12:00 midnight	First 8 hours – Single time Next 2 hours – Time and a half Thereafter – Double time
		11:00pm -12:00 midnight	Time and a half	Not applicable	
		Finish time beyond midnight	Triple time, minimum call 3 hours, starting from 11:00pm	Finish time beyond 1:00am	Triple time, minimum call 3 hours, starting from 11:00pm
7.1.5	Saturday evening or eve of a public holiday –Bump-out only	Triple time Minimum call – 3 hours			
7.1.6	Sunday	If Sunday is part of a 5-day working week	First 8 hours – Double time, minimum call 4 hours Hours thereafter – Triple time	First 8 hours – Double time, minimum call 4 hours Hours thereafter – Triple time	
		If Sunday is 6th day	Triple time, minimum call 4 hours		
7.1.7	Public holiday	If public holiday is part of a 5-day working week	First 8 hours – Double time and a half, minimum call 4 hours Hours thereafter – Triple time	First 8 hours – Double time and a half, minimum call 4 hours Hours thereafter – Triple time	
		If public holiday is a 6th day	Triple time, minimum call 4 hours		
7.1.8	6th day penalty (other than a Sunday or public holiday)	First 4 hours	Time and a half, minimum call 4 hours	No penalties apply to casual employees	
		Hours thereafter	Double time		
7.1.9	Minimum calls	Unless otherwise specified in clauses 7.1.1 - 7.1.8 3 hours - Head technicians, Supervising technicians, Technicians, Stage hands and Stage door 4.25 hours - Projectionists			

7.2 Hours of work and penalties - Cleaning staff

The terms and conditions in this clause relate to the following staff classifications:

- Head cleaner
- Cleaner

Clause		Full-time and part-time staff		Casual staff	
7.2.1	Hours of work	Up to 38 hours per week to be worked five days out of seven between the hours of 6:00am and 11.00pm, subject to suitable meal breaks.		As per roster, set in advance, on an as-required basis.	
7.2.2	Spread of hours (Monday to Saturday)	6:00am-8:00am	Penalty 1 (single time plus 20%)	6:00am-8:00am	Penalty 1 (single time plus 20%)
		8:00am – 11:00pm	First 8 hours – Single time Next 2 hours – Time and a half Thereafter – Double time	8:00am – 11:00pm	First 8 hours – Single time Next 2 hours – Time and a half Thereafter – Double time
		11:00pm – 8:00am	Penalty 2 (single time plus 30%)	11:00pm – 8:00am	Penalty 2 (single time plus 30%)
7.2.3	Sunday	If Sunday is part of a 5-day working week	First 8 hours – Double time, minimum call 4 hours Hours thereafter – Triple time	First 8 hours – Double time, minimum call 4 hours Hours thereafter – Triple time	
		If Sunday is 6th day	Triple time, minimum call 4 hours		
7.2.4	Public holiday	If public holiday is part of a 5-day working week	First 8 hours – Double time and a half, minimum call 4 hours Hours thereafter – Triple time	First 8 hours – Double time and a half, minimum call 4 hours Hours thereafter – Triple time	
		If public holiday is a 6th day	Triple time, minimum call 4 hours		
7.2.5	6th day penalty (other than a Sunday or public holiday)	First 4 hours	Time and a half, minimum call 4 hours	No penalties apply to casual employees	
		Hours thereafter	Double time		
7.2.6	Minimum calls	Unless otherwise specified in clauses 7.2.1 - 7.2.5 3 hours			

7.3 Hours of work and penalties - Front of house and box office staff

The terms and conditions in this clause relate to the following staff classifications:

- Front of house supervisor
- Head usher
- Usher
- Programme and merchandise seller
- Booking clerk
- Ticket seller

Clause		Full-time and part-time staff		Casual staff	
7.3.1	Hours of work	Up to 38 hours per week to be worked five days out of seven between the hours of 6:00am and 11.00pm, subject to suitable meal breaks..		As per roster, set in advance, on an as-required basis	
7.3.2	Spread of hours - Monday to Saturday	8:00am – 12:00midnight	First 8 hours – Single time Next 2 hours – Time and a half Thereafter – Double time	8:00am – 12:00 midnight	First 8 hours – Single time Next 2 hours – Time and a half Thereafter – Double time
		12:00 midnight – 8:00am	Double time		
7.3.3	Sunday	If Sunday is part of a 5-day working week	First 8 hours – Double time, minimum call 4 hours Hours thereafter – Triple time	First 8 hours – Double time, minimum call 4 hours Hours thereafter – Triple time	
		If Sunday is 6th day	Triple time, minimum call 4 hours		
7.3.4	Public holiday	If public holiday is part of a 5-day working week	First 8 hours – Double time and a half, minimum call 4 hours Hours thereafter – Triple time	First 8 hours – Double time and a half, minimum call 4 hours Hours thereafter – Triple time	
		If public holiday is a 6th day	Triple time, minimum call 4 hours		
7.3.5	6th day penalty (other than a Sunday or public holiday)	First 4 hours	Time and a half, minimum call 4 hours	No penalties apply to casual employees	
		Hours thereafter	Double time		
7.3.6	Minimum call	Unless otherwise specified in clauses 7.3.1 - 7.3.5 3 hours			

7.4 Hours of work and time off – all operations staff

- 7.4.1** The spread of hours of work as specified in 7.1-7.3 may be varied by mutual agreement between GPAC and a staff member.
- 7.4.2** An employee who is required to wear a uniform and who is required to change into and from such uniform at work, will be allowed up to fifteen minutes changing time at the commencement and conclusion of each shift. The time allowed for changing to and from such uniforms will count as time worked.
- 7.4.3** Except as otherwise provided for in this award an employee engaged by the hour, who has been required to attend for the purpose of starting work and has actually so attended, will be paid for working from the time the employee so attends.
- 7.4.4** The work of employees will be so arranged that wherever reasonably practicable they have at least ten consecutive hours off duty between the work of successive days.
- 7.4.5** An employee who is rostered to commence ordinary hours of duty without having had at least ten consecutive hours off duty since the termination of work on the previous day will, subject to this subclause, be given ten consecutive hours off duty without loss of pay for any rostered working time occurring during such absence.
- 7.4.6** If on the instructions of the employer, an employee resumes work without having had ten consecutive hours off duty, that employee will be paid at double time rates (unless a higher rate is otherwise applicable) until released from duty for such period and will then be entitled to be absent until having had such ten consecutive hours off duty without loss of pay for rostered working time occurring during such absences.
- 7.4.7** Where an employee continues or resumes work on a Sunday or public holiday, that employee will be paid at the appropriate rate for such work, which may include payment in excess of double time.

7.5 Call-backs – full-time and part-time operations staff

- 7.5.1** An employee recalled to work overtime after leaving his/her employer's business premises (whether notified before or after leaving the premises) will be paid for a minimum of three (3) hours work at the appropriate rate for each time they are so recalled. Provided that except in the case of unforeseen circumstances arising, the employee will not be required to work the full three (3) hours if the job he/she was recalled to perform is completed within a shorter period.
- 7.5.2** This will not apply in cases where it is customary for an employee to return to his/her employer's premises to perform a specific job outside his/her ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

7.5.3 Overtime worked in the circumstances specified in this subclause will not be regarded as overtime when the actual time worked is less than three hours.

7.6 Notice of change – all operations staff

Where a staff member is required to work all night after the evening performance the employee will, wherever possible, be given 24 hours notice. Should a staff member, because of special circumstances, not desire so to work he/she may arrange for a competent deputy to take his/her place. Whether the deputy is competent will be a decision of GPAC.

7.7 Meal breaks

It is important that all staff receive proper breaks to prevent fatigue.

Meal breaks will, where possible be taken within the following times:

Lunch – a continuous period of time between 12:00noon and 3:00pm

Dinner – a continuous period of time between 5:00pm and 8:00pm

Breakfast – a continuous period of time between 7:00am and 9:00am

Under normal circumstances a meal break should be granted not later than five hours after commencing work. Where a meal break cannot be taken until later than five hours after commencing work, the period of time between five hours after commencing work and the time of commencement of the meal break shall be paid at double time.

The period of time allowed for a meal break will not be counted as ordinary hours of work.

7.7.1 Technical staff

A normal meal break will be of one hour's duration for Head Technicians, Supervising technicians, Technicians, Stage hands, Projectionists and Stage door staff.

In exceptional circumstances hirers will be given the opportunity to schedule half hour meal breaks. This is confined to school shows only, where the hirer must finish in time for students to be back at school by 3.30pm. In this case a penalty of double time is applicable for the missed half of the meal break.

Staff are not obliged to return to work from a meal break in less than an hour at the request of a hirer.

There may be exceptional circumstances, which require a reduced meal break. The supervising technician will assess the situation and guided by the GPAC meal break policy will offer an alternative to the hirer. If as a result of this consideration a meal break is reduced to a half-hour, a penalty of double time is applicable for the missed half of the meal break.

Staff may elect to take a meal break less than an hour in order to alter their rostered start or finish time. This may be done in consultation with the Venue Operations Manager so long as this practice does not incur penalty payments.

Unless otherwise authorised staff must take a 1 hour meal break on Sundays and public holidays.

7.7.2 Cleaning staff

A normal meal break will be of one half hour's duration for Head cleaners and Cleaners.

7.7.3 Front of house and box office staff

A normal meal break will be of one hour's duration for Front of house supervisors, Head ushers, Ushers, Programme and merchandise sellers, Booking clerks and Ticket sellers.

If a shift is six hours or less, a half hour meal break may be rostered, with no penalty payment applicable.

7.8 Short breaks for technical staff

Due to the nature of work in theatres, staff are asked to remain aware of the needs of the hirer and be flexible in the timing of taking short breaks wherever possible.

A short break during a shift is allowable for the following reasons:

- toilet break
- water/refreshment
- rest
- emergency/urgent business

Staff are entitled to one short break of up to 15 minutes, during a shift of between three and five hours.

Additional short breaks for smoking/refreshments are not permitted.

It is important for safety and operational reasons that venue users/hirers are not left unattended in GPAC work areas. This includes professional and community users. Therefore GPAC technical staff should coordinate short breaks and to ensure a staff member is always on duty.

When a short break is needed, staff are required to advise the Supervising Technician.

When approving short breaks the Supervising Technician is required to:

- assess the most appropriate time to take the break
- communicate the need for a break to a co-worker and the hirer
- confirm the most appropriate time with the hirer and co-workers

If one staff member is rostered on a shift, then measures must be taken to ensure a short break can be taken such as:

- using technical department staff member to provide relief
- rostering additional staff member to cover breaks

7.9 Personal leave

A staff member will accrue 10 days personal/carer;s leave in any 12 month period. 5 days of the entitlement with full pay may be taken as carer’s leave.

Sick leave is cumulative from the date of accrual but is not paid on termination of employment.

Staff are entitled to 3 days bereavement leave on each eligible occasion.

7.10 Work classification

Staff are engaged according to the classifications set out below and paid at the rate as per Appendix A.

Work classification	Includes the following employees:
Head technician	In addition to the duties of a Supervising Technician, this person, may be required to supervise the work of one or more technicians or other staff and is generally responsible for a section within the Technical department, ie Lighting, Audio, Audio-Visual or other, under the direction of the Technical Operations Coordinator. Extensive knowledge of theatre operations in all technical disciplines is required as they may be required to maintain and service mechanical and electrical plant and equipment associated with GPAC.
Supervising technician	A person who supervises and directs the work of one or more Technicians or other staff, under the direction of the Technical Operations Coordinator. May also be required to undertake maintenance and servicing of mechanical and electrical plant and equipment associated with the venue.
Technician	A person who makes all kinds of props and is competent in any class of general maintenance and mechanist work, operate lighting or sound equipment for a performance. Able to complete general stage work under the supervision of the Supervising Technician.
Stagehand	A staff member employed to carry out general mechanist work and/or set up lighting or sound equipment under, the direction of the Supervising Technician. This person will not be rostered on a performance call.
Projectionist	A person who holds a current projectionist’s licence as prescribed by relevant State legislation. In charge of motions picture projection equipment and the presentation of pictures in a

	theatre and includes supervision of assistant projectionists and maintenance of projection equipment.
Stage door	A person who performs duties of a Stage Door Attendant and who may also be responsible for the supervision and rostering of other Stage Door Attendants. This person will also assume the responsibilities of Wardrobe Assistant as required.
Head cleaner	A person who is responsible for the cleaning of any part of the Centre and supervises the work of one or more Cleaners.
Cleaner	A person responsible for cleaning any part of the Centre.
Front of house supervisor	A person who co-ordinates all Front of House operations during a performance, seminar or meeting including supervision of ushers and programme & merchandise sellers. This person ensures all public areas are safe, comfortable and attractive and is responsible for ensuring the promoter and customers receive excellence in customer service.
Head usher	A person who co-ordinates pre-show operations for a designated theatre in conjunction with the Front of House manager. Performs the duties of an usher and may be required to carry out low level co-ordination duties as directed by the Front of House Manager.
Usher	A person who directs ticket holders to their correct seats and resolves customer difficulties or complaints. This person has a full knowledge of all emergency procedures and the ability to implement these if required.
Programme and merchandise seller	A person who sells programmes and merchandise relating to a specific show. Required to count stock & reconcile takings.
Booking clerk	A person who handles all forms of customer enquiries, bookings, operates a visual display unit, ticketing and PABX switchboard, correspondence, cash and filing duties. Assistant to the Customer Service Manager, as required.
Ticket seller	A person subject to a training period as a new employee in the ticketing and operational systems of the box office. The training period will last for a minimum of three months and end when the employee demonstrates the skills and knowledge required of a booking clerk.

7.11 Rostering

A rostered week commences on Monday and finishes on Sunday.

Every attempt will be made to roster staff in an accurate way, to best respond to the expected workload. However, circumstances can change and it is expected that staff acknowledge the need and commit to work outside the rostered shift.

Examples include:

- A show runs longer than expected, requiring operational staff to stay beyond the rostered finish time
- Equipment failure delays the bump in schedule
- Emergency evacuation delays expected finish time of performance

Whenever possible staff will be made aware of venue activity and expected employment needs. This aims to assist casual staff to organise their alternative work commitments.

GPAC will notify staff of their rostered shift by:

- posting the roster on staff notice boards
- telephone and/or email confirmation

Seven days notice of rosters will be provided.

Late changes will be made in the case of:

- show cancellation
- hirer change to scale, nature or timing of a production
- late notification of hirer technical or customer service requirements

24 hours notice will be given for all late changes.

Any reduction in rostered working hours can only be made by mutual consent with the employee.

If a staff member has a rostered shift cancelled within 24 hours, then the staff member will be paid for the rostered shift.

Technical staff (weekly)

In the case of weekly technical staff the following guidelines shall be applied if it is reasonably possible to arrange rosters accordingly.

- Staff shall not be required to work on more than six days in any one week except:
 - In cases of emergency and then no more than three times per year. This may be extended up to five times per year if agreement is reached with the majority of employees affected
 - When the seventh day is a day on which no performance (other than a charity performance) is presented
- It is possible that staff may work more than ten days without a break if two rostered periods join without a break. The instances of this are to be minimised through careful rostering.

7.12 Higher duties

There may be time when a staff member is required to take responsibility and duties in addition to their current role. Higher duties allowances recognise an increase in responsibility, delegated authority, level of decision making and overall autonomy.

Higher duties allowance is not paid in instances of increased activity due to a staff absence or where the staff member is on duty and contactable though not on the premises.

A staff member classified as operational required to take on the higher duties of a staff member also classified as operational will be paid according to the appropriate classification of that person.

A staff member classified as operational required to take on the duties of a staff member classified as administrative, will be paid a higher duties allowance according to:

- A full-time or part-time staff member who has been directed to perform all of the duties of a higher position for a continuous period of not less than three days shall be paid not less than the minimum salary or wage for the higher position
- Casual staff who have been directed to perform the duties of a higher position for one rostered shift shall be paid not less than the minimum salary or wage for the higher position

Where a staff member classified as operational undertakes the higher duties of a staff member classified as administrative the allowance will be calculated as follows:

Proportion of duties performed in higher office or post	Rate of higher duties allowance
At least 25% but less than 50%	25% of the difference between the employee's current rate of pay and the rate applicable to the higher position
At least 50% but less than 75%	50% of the difference as described above
At least 75% but less than 100%	75% of the difference as described above

Managers must discuss the range of higher duties with the employee ensuring that the employee is equipped to perform the higher duties and is fully aware of the limits of their delegated authority during the period of working at the higher post.

Higher duties allowances must be approved by the General Manager or his/her delegate.

Managers must advise the staff member and the Finance Manager, in writing, of the range of higher duties, the period of higher duties and the proportion of duties performed at the higher post, prior to the commencement of the higher duties.

Managers may determine that higher duties allowance can be paid for periods of less than three days when it is apparent that higher duties are being undertaken.

Should a staff member be promoted while performing higher duties the date from which the higher rate of pay shall apply is the date that higher duties commenced. This applies to the position where the higher duties were being performed or a position at an equivalent classification.

Higher duties will be paid to operational staff where:

- a Technician is required to perform the duties of a Supervising technician
- a Supervising technician is required to perform the duties of Head technician

Except where a regular weekly higher duties allowance is paid to a staff member who regularly performs higher duties, a weekly staff member engaged for more than three hours on any day on duties carrying a higher rate than his/her ordinary classification will be paid the higher rate for the whole of such day. If for three hours or less during any such day, he/she will be paid the higher rate for three hours for that day.

Penalty overtime rate applicable during the period when higher duties are performed will be calculated and paid on the higher rate.

The above clause will be applicable to both weekly and hourly staff.

Higher duties will not be paid to staff for tasks that are considered an integral part of the position. The role of the Supervising Technician includes the following duties:

- Conducting tours of the facilities
- Induction procedures
- Participating in and delivering elements of training in workshops
- Sharing knowledge and expertise with all staff

7.13 Allowances

7.13.1 Tools/equipment

Where GPAC requires a staff member to wear suitable protective clothing GPAC will reimburse the staff member for the cost of purchasing the uniform. This clause does not apply where the uniform is supplied by GPAC.

Where it is necessary for staff to work in wet weather, GPAC will reimburse the staff member for the cost of purchasing overcoats and wet weather gear. This clause does not apply where the clothing is supplied by GPAC.

Where it is necessary for staff to use mechanical equipment including torches GPAC will reimburse the staff member for the cost of purchasing this equipment. This clause does not apply where this equipment is supplied by GPAC.

7.13.2 Uniform

Where GPAC does not launder staff uniforms a uniform allowance will apply as set out in Appendix B.

7.13.3 Shoes

Where a Front of House staff member is required to wear shoes of a colour other than black or brown an allowance will apply as set out in Appendix B.

7.13.4 Unusual costume or unusual uniform

If a staff member is required to wear a costume or uniform more unusual than is reasonably necessary for the performance of his/her work, an allowance will apply as set out in Appendix B.

7.13.5 Appearance on stage

Where a Technical staff member is required to appear on stage as a formally directed part of a performance, an allowance will apply as set out in Appendix B. This allowance is not applicable where the task is changing or moving scenery, props, sound, lighting and musical equipment or presenting flowers.

7.13.6 Recording allowance

7.13.6.1 Where a performance is to be recorded or transmitted by any means, all production staff who perform work on that performance are to receive an allowance as set out in Appendix B, provided that:

7.13.6.1(a) the recording allowance will only be paid when the recording or transmission takes place during a performance or performances; and

7.13.6.1(b) one (1) payment only will be made, notwithstanding that recording of a production may take place over a series of performances.

7.13.6.2 Where a performance is recorded for sound only or transmitted by radio only the provisions of clause 7.13.6.1 will apply to Sound Technicians only.

7.13.6.3 The provisions of clause 7.13.6.1 will not apply to:

7.13.6.3(a) extracts of a performance or performances which are recorded or transmitted for news, publicity or promotional purposes, including paid television or radio commercials for that performance or season of performances;

7.13.6.3(b) a performance or performances which are recorded for training, educational or archival purposes, provided that the hirer undertakes in writing to GPAC that such recordings will not be used for public broadcast, exhibition, distribution or sale

7.13.6.3(c) occasions when the only purpose of the hiring is the recording or transmission of a performance, even though a non-paying audience may be present.

7.13.6.4 This allowance is not to be recorded as ordinary pay insofar as the calculation of overtime, penalty, shift and annual leave loading payments are concerned.

7.13.6.5 Where GPAC proposes an exclusion from payment of the recording allowance as provided for in clause 7.13.6.1, GPAC will provide all production staff with seven (7) days notice of any such performance provided that where such recording or transmission is arranged with less than seven (7) days notice, all production staff will be provided with notice as soon as arrangements for the relevant recording or transmission are made.

7.13.7 Meal allowance

7.13.7.1 Box Office staff who work a continuous shift, and do not receive a meal break are to be paid a weekly meal allowance as set out in Appendix B.

7.13.7.2 Staff (other than cleaners) who have worked between midnight and 8.00 a.m. and who work past 8.00 a.m. are to be paid an allowance as set out in Appendix B for each meal interval occurring before their finishing time. Provided that, this will not apply to a staff member who has commenced work at or after 5.00 a.m.

7.13.7.3 Staff required to work overtime without being notified on the previous day or earlier that they will be required to work, will either be supplied with a meal by GPAC or be paid an allowance as set out in Appendix B for the second and subsequent meal.

7.13.8 Accommodation

Where a staff member is required to travel the following provisions will apply:

7.13.8.1 Where the period of travel is one week or less GPAC will provide suitable accommodation or by mutual agreement, an allowance as set out in Appendix B shall be payable, in lieu of the provision of accommodation.

7.13.8.2 Where the period of travel is greater than one week GPAC will provide suitable accommodation or if GPAC elects not to provide accommodation then the staff member will be reimbursed for the expenses of such accommodation up to the maximum limits set out in Appendix B.

7.13.8.2(a) Where parties agree in writing, shared accommodation may be provided by GPAC. GPAC will retain a copy of any such agreement.

7.13.8.2(b) Where GPAC is not providing accommodation and staff members agree in writing to share accommodation the reimbursement limits set will be increased by 25% in respect of such shared

accommodation. A copy of such agreement will be retained by GPAC.

7.13.8.2(c) Reimbursement will be made weekly or at such longer intervals as agreed and will be made upon presentation by the staff member of a receipted account for the accommodation or such other arrangements as are agreed.

7.13.8.2(d) In lieu of the provisions of 7.13.8.2 a staff member may elect to take a cash allowance as set out in Appendix B.

7.13.8.2(e) When any travel in excess of one (1) week duration is required, as much notice as is practicable must be given. Such notice will also include, whether GPAC is providing accommodation in accordance with this clause and the details of the accommodation. The staff member must indicate within 14 days of the offer of accommodation whether they propose to accept the offer, unless impractical to do so in the circumstances.

7.13.8.2(f) GPAC will assist any staff member who requests such assistance in the obtaining of any available discounts on accommodation of the staff member's choice.

7.13.9 Meals

Staff required to travel will be provided by GPAC with all meals or paid an allowance as set out in Appendix B.

7.13.10 Incidentals

Staff required to travel will be paid an allowance for incidentals as set out in Appendix B.

7.13.11 Other

7.13.11(a) A permanent staff member required to travel and remain away from their usual place of residence, will travel by economy class aircraft or, if there are no scheduled flights, then first class train or bus transport.

7.13.11(b) Where a staff member is required to use their motor vehicle or motor cycle at the request of GPAC, the staff member will be paid an allowance as set down by the relevant motoring authority or other agreed body for the use of private vehicle or motorcycle.

7.13.11(c) GPAC will not require any staff member to undertake travel if it necessitates travelling by a conveyance to which such staff member has a reasonable objection.

- 7.13.11(d)** The rate of pay for travelling time outside of the normal working hours will be ordinary rates, except on Sundays and public holidays where it will be time and a half.
- 7.13.11(e)** The maximum travelling time to be paid for will be twelve (12) hours out of every 24 hours, or when a sleeping berth is provided by GPAC for all-night travel, eight (8) hours out of every 24.

7.13.12 Working late allowance

Where a staff member is required to work overtime until it is too late to travel home by the last train, tram or his/her other regular public conveyance GPAC will reimburse the staff member for the cost of travelling home. This clause does not apply where GPAC supplies the transport home.

Appendix A Rates of pay

Operational staff

The following rates of pay are specified as hourly rates of pay

Classification engaged by the hour	Current rates of pay prior to operative date of this agreement \$	First 3% increase from operative date of this agreement \$	Second 3% increase one year from operative date of this agreement \$	Third 3% increase two years from operative date of this agreement \$
Supervising technician	21.14	21.77	22.43	23.10
Technician	18.78	19.34	19.92	20.52
Stage hand	18.11	18.65	19.21	19.79
Projectionist	24.58	25.32	26.08	26.86
Stage door	17.44	17.96	18.50	19.06
Cleaner	17.44	17.96	18.50	19.06
Front of house supervisor	19.12	19.69	20.28	20.89
Head usher	18.11	18.65	19.21	19.79
Usher	17.44	17.96	18.50	19.06
Programme and merchandise seller	17.44	17.96	18.50	19.06
Booking clerk	19.12	19.69	20.28	20.89
Ticket seller	17.44	17.96	18.50	19.06

The following rates of pay are specified as weekly rates of pay

Classification engaged by the week	Current rates of pay prior to operative date of this agreement \$	First 3% increase from operative date of this agreement \$	Second 3% increase one year from operative date of this agreement \$	Third 3% increase two years from operative date of this agreement \$
Head technician	687.01	707.62	728.85	750.71
Supervising technician	655.71	675.38	695.64	716.51
Technician	582.71	600.19	618.20	636.74
Head cleaner	561.86	578.72	596.08	613.96
Booking clerk	593.11	610.90	629.23	648.11

Appendix A Rates of pay (continued)

Administration staff

The following rates of pay are specified as annual rates of pay

Grade	Current rates of pay prior to operative date of this agreement			First 3% increase from operative date of this agreement			Second 3% increase one year from operative date of this agreement			Third 3% increase two years from operative date of this agreement		
	\$			\$			\$			\$		
1	28,981	-	34,154	29,850	-	35,179	30,746	-	36,234	31,668	-	37,321
2	34,155	-	40,018	35,180	-	41,219	36,235	-	42,455	37,322	-	43,729
3	40,019	-	44,302	41,220	-	45,631	42,456	-	47,000	43,730	-	48,410
4	44,303	-	50,051	45,632	-	51,553	47,001	-	53,099	48,411	-	54,692
5	50,052	-	55,501	51,554	-	57,166	53,100	-	58,881	54,693	-	60,647
6	55,502	-	59,017	57,167	-	60,788	58,882	-	62,611	60,649	-	64,489
7	59,018	-	63,059	60,789	-	64,951	62,612	-	66,899	64,491	-	68,906
8	63,060	-	67,100	64,952	-	69,113	66,900	-	71,186	68,907	-	73,322

Appendix B Allowances

	Clause ref	Current allowance prior to operative date of this agreement \$	First 3% increase from operative date of this agreement \$	Second 3% increase one year from operative date of this agreement \$	Third 3% increase two years from operative date of this agreement \$
Uniform – per day - up to maximum per week	7.13.2	2.00 9.15	2.05 9.40	2.10 9.70	2.15 10.00
Shoes other than black/brown - per day - up to maximum per week	7.13.3	1.00 4.85	1.05 5.00	1.10 5.15	1.15 5.30
Unusual costumer or uniform - per performance - per week	7.13.4	1.00 5.10	1.05 5.25	1.10 5.40	1.15 5.55
Appearance on stage - per performance	7.13.5	3.05	3.15	3.25	3.35
Recording allowance	7.13.6	92.00	94.75	97.60	100.55
Meal allowance - per week	7.13.7.1	21.15	21.80	22.45	23.10
Meal allowance - per meal interval	7.13.7.2	9.25	9.55	9.85	10.15
Meal allowance - per meal	7.13.7.3	10.40	10.70	11.00	11.35
Accommodation for one week or less - per night	7.13.8.1	127.25	131.05	135.00	139.05
Accommodation for greater than one week - maximum per week for the following destinations ▪ Sydney and Melbourne ▪ Adelaide, Hobart, Perth and Brisbane ▪ Canberra ▪ Other places	7.13.8.2	890.60 628.95 765.90 586.30	917.30 647.80 788.90 603.90	944.80 667.25 812.55 622.00	973.15 687.25 836.95 640.65
Accommodation cash allowance - per night - per week	7.13.8.2(d)	89.05 445.30	91.72 458.65	94.45 472.40	97.30 486.55
Meals while travelling - per day - per week	7.13.9	38.32 191.60	39.45 197.35	40.65 203.25	41.85 209.35
Incidentals while travelling - per day - per week	7.13.10	11.74 58.70	12.10 60.45	12.45 62.25	12.80 64.10

Appendix C Workplace Relations Act requirement regarding basic periodic rate of pay and casual loadings for non-constitutional corporations

MANDATORY DECLARATIONS FOR NON CONSTITUTIONAL CORPORATIONS

1. Declaration concerning the basic periodic rate of pay

“For so long as an employee is subject to the agreement, the employer will provide a basic periodic rate of pay that is at least equal to:

- (1) if the employee is within a work classification that, immediately before the commencement of subsection 4(7) of the Commonwealth Powers (Industrial Relations) Act 1996 of Victoria:
 - (a) was a declared work classification under the Employee Relations Act 1992 of Victoria; or,
 - (b) had been declared by the Employee Relations Commission of Victoria to be an interim work classification - the basic periodic rate of pay attaching to that classification.
- (2) if the employee is not within such work classification and is a junior employee, an employee with a disability or an employee to whom a training arrangement applies – the rate of pay specified in, or worked out in accordance with a method specified in, the Workplace Relations Regulations 2006.
- (3) if the employee is not within such work classification and is not a junior employee, an employee with a disability or an employee to whom a training arrangement applies – the standard Federal Minimum Wage.”

AND

2. Declaration concerning the casual loading

“For as long as a casual employee is covered by the agreement, the casual loading that is payable to a casual employee will not be less than the default casual loading provided by Division 2 of Part 7 of the Workplace Relations Act 1996.”