

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Agreement title	State Theatre Company of South Australia Production Enterprise Agreement 2024
Employer	Chief Executive, Attorney-General's Department
Case number	ET-24-01581

Orders - Approval of Enterprise Agreement State Theatre Company of South Australia Production Enterprise Agreement 2024

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 17 May 2024 and have a nominal life extending for a period to 31 March 2026.

A handwritten signature in black ink, appearing to read 'D Story'.

Commissioner Story

17 May 2024

DOC_BUILDER_ENTERPRISE_AGREEMENTS



**State Theatre Company of South Australia
Production Enterprise Agreement 2024**



State Theatre Company of South Australia Production Enterprise Agreement 2024

Preamble

This Agreement is made pursuant to the *Fair Work Act 1994*.

Clause 1 Title

This Enterprise Agreement shall be known as the State Theatre Company of South Australia Production Enterprise Agreement 2024.

Clause 2 Arrangement

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Clause 3 Parties to the Arrangement

Clause 3a) Parties Bound

Subject to this clause, this enterprise agreement is binding on the following employer (and successor); associations (and successors) and employees::

- The State Theatre Company of South Australia (STCSA);
- The Chief Executive of the Attorney-General's Department (CE AGD) as the declared employer for public employees for the purposes of the *Fair Work (General) Regulations 2009*;
- employees (as defined by Clause 3 (b) of this agreement); and
- The Media, Entertainment and Arts Alliance (MEAA).

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Clause 3b) Application

This agreement shall apply to all workshop, props and wardrobe employees of the STCSA, irrespective of the type of employment, who are bound by the terms of the *SA Public Sector Live Performance Award 2011*.

Clause 4 Relationship to Parent Awards

Clause 4a) Relevant Award

This Agreement shall be read and interpreted wholly in conjunction with the Award prescribed in Clause 3, provided that where there is any inconsistency this Agreement shall take precedence to the extent of the inconsistency.

Clause 5 Relationship to previous Enterprise Agreements

This Agreement replaces the State Theatre South Australia Enterprise Agreement 2021 for the Workshop and Props, and Wardrobe Department.

Clause 6 Period of operation

This Agreement shall come into operation from the date of approval by the South Australia Employment Tribunal and will nominally expire on 31 March 2026. The parties to this agreement will commence discussions on a new agreement no later than at least six (6) months prior to the expiration of this agreement.

Clause 7 Not to be used as precedent

This agreement shall not be used as a precedent in any manner whatsoever to obtain similar arrangements or benefits in any other organisation.

Clause 8 Staff training, work environment and leave

Clause 8.1 Minimum Casual Call

The ordinary hours of work for casual employees will be a minimum of four consecutive hours per day. Ordinary hours may be worked on any of the days Monday through to and including Sunday between the hours of 7.00 am and 12 midnight.

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Clause 8.2

Rostered Day Off (RDO)

STCSA and an employee can agree a standard Ordinary Hours arrangement of 40 hours, whereby:

- (a) The employee receives remuneration for 38 hours;
- (b) The employee accrues 2 hours of RDO leave per week;
- (c) Hours in excess of this are paid as per Clause 11.5 Overtime and Penalties
- (d) An employee can roll forward a maximum of 38 hours RDO leave per year, any balance above this will be paid out annually;
- (e) When taking leave, any RDO leave balance will be reduced prior to accessing Annual Leave or Long Service Leave.

Clause 8.3

Staff training

The STCSA recognises its responsibility to provide training for the theatrical profession, in particular its staff, whenever it can, to improve the skills and knowledge base of its employees and assist in workplace flexibility. Accordingly, it will budget an annual amount to send employees to appropriate short-term training courses. It will also assist permanent and full-time employees wishing to undertake relevant tertiary study by allowing negotiated time off to attend lectures or classes and by contributing a portion of the fees payable for such study.

Clause 8.4

Work environment

The STCSA abides by its obligations under the relevant Work Health and Safety Act (WH&S Act) and stringently enforces health and safety in the workshop and props environments in particular. It will conduct ongoing professional WH&S audits during the life of this agreement and improve WH&S in the workplace based on the recommendations of such an audit. The employees agree that they will abide by the recommendations of such an audit and will continue to address any issues arising from the regulations of the WH&S Act. They also agree that all workplace areas of the STCSA are smoke-free areas and will abide by this policy.

Clause 8.5

MEAA Training

The STCSA will provide access to up to 5 days training, in aggregate, across the organisation, for employees to attend recognised and accredited training programs for the purposes of aiding members in performing their industrial role. The training will aid in developing and maintaining delegate skills and knowledge on both an interpersonal and industrial and legislative basis.

Clause 8.6

Leave

Clause 8.6.1

Sick Leave

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Sick leave - Employees are entitled access to 12 days sick leave per year.

Clause 8.6.2

Employer Provided Parenting Leave, Paid Adoption Leave and Surrogacy Leave

Employer Provided Parenting Leave, paid adoption leave and paid leave to enable parent-child relationships through surrogacy parenting applies in accordance with this clause. For the purpose of this clause paternity and adoption leave includes a parent taking primary caring responsibility (parent-child relationship) as a consequence of a surrogacy arrangement.

Clause 8.6.2.1

Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, is entitled to: sixteen (16) weeks paid paternity leave.

Clause 8.6.2.2

Subject to this clause, an employee, other than a casual employee, who has completed 12 months of continuous service before taking custody of an adopted child or a child through a surrogacy arrangement, is entitled to: sixteen (16) weeks paid paternity leave.

Clause 8.6.2.3

The following conditions apply to an employee applying for paid paternity leave or paid adoption leave:

- a) The total of paid and unpaid paternity/adoption/surrogacy/parental/special leave is not to exceed 104 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption.
- b) An employee will be entitled to sixteen (16) weeks leave, paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date paternity/adoption/surrogacy leave commences. The paid paternity/adoption leave/surrogacy is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid.

Clause 8.6.2.4

At the time of applying for paid paternity leave, paid adoption leave or surrogacy leave, the employee may elect in writing:

- a) To take the paid leave in 2 periods split into equal proportions during the first 12 months of the commencement of their paid leave; or
- b) To take the paid leave at half pay in which case, notwithstanding any other clause of this Enterprise Agreement, the employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date paternity/adoption/surrogacy leave commences; or

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- c) A combination of (a) and (b).

Clause 8.6.2.5

Part-time employees will have the same entitlements as full-time employees but paid on a pro-rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).

Clause 8.6.2.6

During periods of paid or unpaid paternity leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.

Clause 8.6.3

Return to work in a part-time basis

Subject to this clause, an employee is entitled to return to work after paternity or adoption leave or surrogacy leave on a part time basis, at the employee's substantive level, until the child's second birthday.

Clause 8.6.3.1

The following conditions apply to an employee applying to return on a part time basis:

- a) The employee will provide such request at least 6 weeks prior to the date on which the employee's paternity or adoption leave is due to expire, and will provide to the Chief Executive such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday.
- b) At least 6 weeks prior to the relevant child's second birthday, the employee will advise the Chief Executive whether the employee will revert to employment on a full-time basis or seeks to continue to be employed on a part time basis.
- c) An employee's return to work part time will be on a non-discriminatory basis so as to operate in the same manner as any other employee returning from a period of leave.

Clause 8.6.4

Paid Partner Leave

Subject to this clause, an employee (other than a casual employee) is entitled to take up to two calendar weeks (i.e. ten working days) (pro rata for part-time employees) of their accrued sick leave entitlement on the birth or adoption of a child/ren for whom the employee has direct parental care responsibility. The leave will be taken as full working day/s within three months of the birth or adoption of the child/ren.

Clause 8.6.4.1

It is not intended that this paid partner leave entitlement will detract from any more beneficial entitlement or arrangement applicable within an agency as at

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the commencement of this clause (i.e. an 'existing arrangement'). An employee can make use of that existing arrangement or the paid partner leave, but not both.

Clause 8.6.4.2

Except in relation to an existing arrangement; an agency's specific paid partner leave policy; or a requirement of this clause, the administrative arrangements within an agency for taking this leave will generally be as applicable to Family Carer's Leave.

Clause 8.6.5

Family Carer's Leave

For the purpose of this clause, the following are to be regarded as members of a person's family: a spouse (including a defacto spouse or a former spouse); a child or step child; a parent or parent-in-law; any other member of the person's household; a grandparent or grandchild; any other person who is dependent on the person's care.

Clause 8.6.5.1

An employee (other than a casual employee) with responsibilities in relation to a member of the employee's family who need the employee's care and support due to personal injury or for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency, is entitled to up to 10 days (or the equivalent in hours) of their accrued sick leave entitlement in any completed year of continuous service (pro rata for part-time employees) to provide care and support for such persons when they are ill.

Clause 8.6.5.2

This access is available if the following conditions are satisfied: the employee must have responsibility for the care of the family member concerned; and the employee produces satisfactory evidence of sickness of the family member, if requested.

Clause 8.6.5.3

The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.

Clause 8.6.6

Bereavement Leave

An employee shall on the death within Australia of a spouse, father, mother, brother, sister, mother-in-law, father-in-law, child, step-child or grandparents shall be entitled to leave up to and including the day of the funeral of such a relation, and such leave shall be without deduction of pay for the period of three ordinary days' work. Proof of such death shall be furnished by the employee to the satisfaction of the employer. Provided, however, that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave. For the purpose of this clause 'spouse' shall include a person who has a de facto wife or husband. The provision of this clause shall also be extended to include an employee who has a same sex relationship. The same burden of proof of death shall apply.

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- Clause 8.6.7 *Domestic and Family Violence Leave*
- Employees experiencing or escaping domestic/family violence leave are entitled to access up to 15 days of special leave with pay in a 12 month period consistent with the provisions in Determination 3.1: Employment Conditions – Hours of Work – Overtime and Leave.
- Clause 8.6.8 *Special Leave*
- STCSA may grant up to the equivalent of 15 days' special leave with pay each year in accordance with *Commissioner's Determination 3.1: Employment Conditions – Hours of Work, Overtime and leave – Section F – Special Leave With and Without Pay* (or however so titled and as varied from time to time)
- For the avoidance of doubt, the parties acknowledge that the *Commissioner's Determination 3.1: Employment Conditions – Hours of Work, Overtime and Leave – Section F – Special Leave With and Without Pay* (or however so titled and as varied from time to time) will apply to employees bound by this Enterprise Agreement.
- Clause 8.7 Tools and Work Equipment
- STCSA endeavors to provide for all tools and equipment Production staff require to complete the work they are asked to carry out.
- Clause 9 Measures to achieve gains in productivity, efficiency and flexibility
- Clause 9.1 Workforce cooperation
- The parties recognise the influence that employees have on the efficiency and organisational performance of the State Theatre Company of South Australia. Accordingly, the parties agree, subject to proper consultation (as per Clause 10) to cooperate throughout the life of the Agreement in the implementation of proposed workplace initiatives that may be sought to improve workplace flexibility, effectiveness and efficiency.
- Clause 9.2 Long service leave use in downtime
- Accrued long service leave may on agreement be utilised during the downtimes provided for in subclause 9.3.
- Clause 9.3 Minimum call
- A four (4) hour minimum call is applicable on each day of the week, from Sunday to Saturday inclusive.
- Clause 9.4 Personal Flexibility Agreements
- Clause 9.4.1.1
- An individual employee and the STCSA may mutually and voluntarily agree to make a written "Personal Flexibility Agreement" that will apply in

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accordance with this clause.

Clause 9.4.1.2

The employee and STCSA must agree that there is mutual advantage in making such agreement (i.e. they each consider themselves better off overall having regard to this enterprise agreement and applicable award (considered as a whole)).

Clause 9.4.1.3

The Personal Flexibility Agreement will operate in accordance with its terms notwithstanding this enterprise agreement (other than this clause) and/or applicable award and will not operate for a period/s that extend/s beyond the life of this enterprise agreement.

Clause 9.4.1.4

A Personal Flexibility Agreement will cease to operate at the end of not less than four weeks written notice to the other (the last day to coincide with the end of a pay period applicable to the employee), unless earlier cessation is agreed by the STCSA and employee.

Clause 9.4.1.5

A Personal Flexibility Agreement may, for example, provide for a personal arrangement as to the hours within which work is to be performed (whether at ordinary or penalty rates); configuration of working hours; and/or an all-inclusive or 'loaded' salary (that may have regard to eg. out of ordinary hours; split working day arrangement; personal configuration for hours work; on-call and/or recall; availability and/or work performed out of hours whether at a workplace or by telephone and/or electronic means; annualised salary having regard to working arrangement and/or anticipated out of hours work; the particular nature of the work being performed; or otherwise). Other than in relation to personal details, the content of a Personal Flexibility Agreement will not be confidential.

Clause 9.4.1.6

A request by an individual employee to an agency for a Personal Flexibility Agreement is not a breach of the no extra claims clause and an agency is not required to accede to such request (i.e. it is wholly voluntary on the part of each of the employee and agency). Despite any other clause of this enterprise agreement, a decision by an employee or an agency to not consider and/or to make a Personal Flexibility Agreement cannot be the subject of a dispute or review.

Clause 10

Consultative Processes

Clause 10.1

The parties commit to the following consultative principles.

Clause 10.1.1

Consultation involves the sharing of information and the exchange of views between employers and persons or bodies that must be consulted and the genuine opportunity for them to contribute effectively to any decision making process. This includes consultation with the MEAA.

Clause 10.1.2

Employer and agencies consult in good faith, not simply advise what will be

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done.

Clause 10.1.3

It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.

Clause 10.1.4

Workplace change, including any restructure/reorganisation (however described) that will affect employees should not be implemented before appropriate consultation has occurred with employee representatives.

Clause 10.1.5

Employee representatives will be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect employees' working conditions or the services employees provide.

Clause 10.1.6

In relation to significant issues of public sector wide reform, the declared employer will consult with "SA Unions" in accordance with the above principles.

Clause 11 Rates of Pay and Allowances

Clause 11.1 Salary Increases

Salary increases of 3.0% will apply from the first full pay period (Ffpp) on or after 1 July 2023 ,1 July 2024 and at 1 July 2025, as follows:

Clause 11.2 Table of Pay Classifications

Weekly employees Hourly Rates	Ffpp on or after 1 July 2023	Ffpp on or after 1 July 2024	Ffpp on or after 1 July 2025
Increase (%)	3.0%	3.0%	3.0%
Level 1	\$25.75	\$26.52	\$27.32
Level 2	\$28.95	\$29.82	\$30.71
Level 3	\$31.00	\$31.93	\$32.89
Level 4	\$33.99	\$35.01	\$36.06
Level 5	\$37.00	\$38.11	\$39.25
Level 6	\$40.69	\$41.91	\$43.16

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Weekly employees Hourly Rates	Ffpp on or after 1 July 2023	Ffpp on or after 1 July 2024	Ffpp on or after 1 July 2025
Increase (%)	3.0%	3.0%	3.0%
Level 1	\$978.50	\$1,007.76	\$1,038.16
Level 2	\$1,100.10	\$1,133.16	\$1,166.98
Level 3	\$1,178.00	\$1,213.34	\$1,249.82
Level 4	\$1,291.62	\$1,330.38	\$1,370.28
Level 5	\$1,406.00	\$1,448.18	\$1,491.50
Level 6	\$1,546.22	\$1,592.58	\$1,640.08

Casual Employees Hourly Rates	Ffpp on or after 1 July 2023	Ffpp on or after 1 July 2024	Ffpp on or after 1 July 2025
Increase (%)	3.0%	3.0%	3.0%
Level 1	\$32.19	\$33.15	\$34.15
Level 2	\$36.19	\$37.28	\$38.39
Level 3	\$38.75	\$39.91	\$41.11
Level 4	\$42.49	\$43.76	\$45.07
Level 5	\$46.25	\$47.64	\$49.06
Level 6	\$50.86	\$52.39	\$53.95

Clause 11.3 Role definitions

Refer to Classifications Summary in Schedule A

Clause 11.4 Higher Duties

Where an employee is required to work duties that would qualify under a higher classification level, the employee shall be paid in line with the relevant higher classification level for the duration of the time spent performing said duties.

Clause 11.5 Broadcast Recording Allowance

Clause 11.5.1

Where a performance is to be recorded or transmitted by any means, and whether transmitted live or recorded for later transmission, exhibition, distribution or sale, employees who fall within the definition of Technician in sub-clause 11.5.4 and who perform work on that performance shall receive

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an allowance ("Recording Allowance") of 15.9% of the standard rate in addition to the rate they would otherwise have received; provided that:

- (a) employees will not be entitled to receive the Recording Allowance if STCSA has not given authorisation for the recording or transmission to take place;
- (b) the Recording Allowance shall only be paid when the recording or transmission takes place during a performance or performances;
- (c) one payment only will be made under this sub-clause notwithstanding that recording of a production may take place over a number of performances; and
- (d) where a performance is recorded for sound only or transmitted by radio only, the provisions of clause 11.5.1 shall apply to Sound Technicians only.

Clause 11.5.2

The Recording Allowance shall not be payable for;

- (a) Extracts of a Performance or Performances which are recorded or broadcast for news, publicity or promotional purposes (for example, for use in advertisements, magazine type programs, news and current affairs programs), including:
 - i. television or radio commercials for that Performance or season of Performances;
 - ii. extracts of Performances recorded for online broadcast (for example, YouTube);
 - iii. a recording or broadcast which is not made for a commercial purpose, provided that the presenter confirms in writing to STCSA that such recordings will not be used for a commercial purpose and will not be used for commercial distribution or sale;
 - iv. a Performance or Performances which are recorded for training, educational or archival purposes, provided that the presenter undertakes in writing to the STCSA that such recordings will not be used for public broadcast, exhibition distribution or sale;
 - v. where an exemption is agreed to by the Technicians working on that Performance or those Performances.
- (b) Where the Employer proposes an exemption from payment of the allowances as provided for in Clause 11.5.2, the Employer must provide all Employees with 7 days' notice of any such performance provided that where such recording or transmission is arranged with less than 7 days' notice, all Employees will be provided with notice as soon as arrangements for the relevant recording or transmission are made.

Clause 11.5.3

The Recording Allowance is not to be recorded as ordinary pay for the calculation of overtime, penalty, shift and annual leave loading payments.

Clause 11.5.4

Definitions for the purposes of this clause include;

Performance means:

- (a) any enactment, presentation, or production,

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- (b) the above and, for the avoidance of doubt, includes but is not limited to:
 - (i) theatre productions – including plays, musicals, operas, short plays, and vignettes;
 - (ii) musical productions – whether by one or more musicians, including a band or an orchestra;
 - (iii) dance productions – whether by one or more dancers, including a ballet;
 - (iv) informative events – including a speech, debate, panel discussion, or conference;
 - (v) screen events – including a film festival (of shorts or features); and,
 - (vi) any other production, event, or form of entertainment;
- (c) the above, irrespective of:
 - (i) whether the performance is in full or in part; and,
 - (ii) whether a live or remote audience is present or not; and,
- (d) any 'rehearsal' of the above.

Rehearsal means any preparation period that:

- (a) occurs prior to or during a performance period; and,
- (b) is not generally intended for consumption by an audience;
- (c) may include but is not limited to:
 - (i) dress and technical rehearsals;
 - (ii) sitzprobe;
 - (iii) set construction and dressing;
 - (iv) out-takes ('bloopers'); and,
 - (vii) any other dramatic, musical, or technical activities undertaken in preparation for a performance.

Technician means an employee of STCSA directly involved in staging productions in the specialised technical areas of lighting, sound, stage mechanics and props, stage management and wardrobe;

Recording means any audio and/or video capture of a performance.

Transmission means any delivery of a recording, regardless of how it is sent or received.

Archive means a recording made for the sole purpose of historical documentation.

Reference means an academic, educational, or otherwise non-commercial Archive, intended to be used as:

- (a) a performance reference for a future actor or dancer;
- (b) a performance reference for an understudy, swing, or cover performer;
- (c) a performance reference for music tuition; or,
- (d) a guide to recreate the production if or when it is restaged, revised, or remounted.

Extract means any limited recording of a performance that could not be reasonably construed as a whole or substantial part of a performance, and is no more than 5 minutes in length.

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Clause 11.5.5

If there is a change to any recording usage made under clause 11.5.2 and the recording is offered for commercial purposes under clause 11.5.1 or are subsequently made aware of an unauthorised recording under clause 11.5.1.(a), AFCT will make all reasonable efforts to recover, on behalf of affected employees, the recording allowance that would have been paid for such a commercial recording.

Clause 12 Dispute Resolution

Clause 12.1

These procedures aim to avoid industrial disputes in the agencies covered by this enterprise agreement. Where a dispute occurs, it provides a means of settlement based on consultation, co-operation and discussion with the aim of the avoiding interruption to work performance and service delivery.

Clause 12.2

If a dispute relates to a matter arising under this enterprise agreement, this clause sets out procedures to settle the dispute, provided that a dispute about workload will be dealt with in accordance with sub-clause 15.12.

Clause 12.3

An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

Clause 12.4

In the first instance, the parties to the dispute must try to resolve the dispute at the:

Clause 12.4.1

Workplace level by discussions between the employee/s and relevant supervisor/s and/or management ('workplace discussions'); or

Clause 12.4.2

Agency level by discussions between the employee/s and/or their representative and, if applicable, the agency's workforce management representative ('agency discussions'), while maintaining the status quo existing immediately prior to the dispute (unless a bona fide health and safety issue is involved).

Clause 12.5

If workplace or agency discussions (as applicable) do not resolve the dispute, a party to the dispute may refer the matter to the SAET.

Clause 12.6

The SAET may deal with the dispute in two stages:

Clause 12.6.1

The SAET will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a

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recommendation about the dispute, its resolution and/or the status quo; and

Clause 12.6.2

If the SAET is unable to resolve the dispute at the first stage, the SAET may then:

- (a) arbitrate the dispute; and
- (b) make a determination that is binding on the parties to the dispute.

Note: If the SAET arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 1994*.

Clause 12.7

A decision that the SAET makes when arbitrating a dispute is agreed by the parties as being a determination for the purpose of Div 4 of Part 3 of Chapter 5 of the *Fair Work Act 1994*. Therefore, an appeal may be made against the decision.

Clause 12.8

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

Clause 12.8.1

an employee must continue to perform his or her work as they would normally unless they have a reasonable concern about an imminent risk to his or her health or safety; and

Clause 12.8.2

an employee must comply with a direction given by the employer (or applicable agency) to perform other available work at the same workplace, or at another workplace, unless:

- (a) the work is not safe; or
- (b) applicable occupational health and safety legislation would not permit the work to be performed; or
- (c) the work is not appropriate for the employee to perform; or
- (d) there are other reasonable grounds for the employee to refuse to comply with the direction.

Clause 12.9

The parties to the dispute agree to be bound by a decision made by the SAET in accordance with this clause.

Clause 12.10

If an association reasonably believes that in respect of its members there is a purported breach or non-compliance with this enterprise agreement in relation to: an express basis on which this agreement is made; or a parliamentary process that reduces or removes an employment benefit; an existing condition; or a condition prescribed in this agreement, the association may seek redress to the SAET in relation thereto.

Clause 13

Rights to be represented and associated rights

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ASSOCIATION RIGHTS

Clause 13.1

A reference in this clause to "association" includes other associations that are signatories to this agreement, that are registered under Part 4 of the Act and are registered organisations for the purposes of the Fair Work (Registered Organisations) Act 2009 (Cth).

Clause 13.2

In addition to the rights and obligations contained in section 140 of the Fair Work Act 1994 (SA), an official and/or officer of an association may enter workplaces for the following purposes connected with the work or industrial interests of members and potential members of that association:

Clause 13.2.1

To communicate with members and potential members.

Clause 13.2.2

To represent employees in relation to any industrial matter in which they require representation.

Clause 13.2.3

To deal with grievances and disputes and represent employees under any relevant grievance and dispute resolution procedure.

Clause 13.2.4

To participate in consultative processes, including those established by legislation (e.g. Public Sector Act 2009) and industrial instruments including this enterprise agreement.

Clause 13.2.5

To represent employees in meetings with the employer.

Clause 13.2.6

To participate in induction processes/meetings for new employees of the employer.

Clause 13.3

The exercise of any right under this clause is subject to the provisions that apply under section 140 of the Act.

WORKSITE REPRESENTATIVES

Clause 13.4

A reference in this clause to "association" includes other associations that are signatories to this Agreement, that are registered under Part 4 of the Act and are registered organisations for the purposes of the Fair Work (Registered Organisations) Act 2009 (Cth).

Clause 13.5

Advice of appointment

Upon written advice to the relevant public sector agency from a Director of an

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association that one or more members have been appointed as association Worksite Representatives, the employer will recognise them as being accredited by the association as association Worksite Representatives.

Clause 13.6 Roles, rights and responsibilities

Clause 13.6.1

The parties acknowledge that Worksite Representatives:

- a) Have a legitimate role to play at work; and
- b) Need to balance their obligations as employees with their role as Worksite Representatives.
- c) Managers and Worksite Representatives will treat each other with respect in accordance with the Code of Ethics for the South Australian Public Sector.

Clause 13.6.2

Subject to operational requirements, association Worksite Representatives are entitled to:

- a) Reasonable paid time to participate in consultation and grievance and dispute resolution processes under the terms of this enterprise agreement and legislation, or in other consultative forums established by the employer.
- b) represent the interests of members in discussions with management during paid time;
- c) be provided with reasonable information about the workplace to assist them in performing their role;
- d) reasonable time off work without loss of pay to assist in representing the interests of members in industrial tribunals;
- e) reasonable time without loss of pay for the discussion of association matters with association officers and officials;
- f) reasonable time off work without loss of pay to participate in the operation of their association, where the Worksite Representative holds an elected office in the association;
- g) time off work to attend association education and training consistent with the trade union training leave provision in CPSE Determination 3.1 – Hours of Work, Overtime and Leave;
- h) reasonable time off work without loss of pay to address new employees about the benefits of association membership at the time they enter employment;
- i) to place association information on a dedicated association noticeboard in a prominent location in the workplace.

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Clause 14 Work Health and Safety

Clause 14.1

The parties are committed to, and acknowledge the mutual benefit to, and responsibility of, the employer, chief executives and employees for maintaining a safe and healthy work environment in accordance with applicable legislation.

Clause 14.2

The employer is committed to ensuring that all employees are treated with integrity and respect, recognising all employees have the right to work in an environment free from harassment, including sexual harassment and bullying. Harassment and bullying behaviour will not be tolerated under any circumstances.

Clause 14.3

Workplace harassment or bullying is repeated inappropriate behaviour, direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, that a reasonable person would regard as undermining the individual's right to dignity through victimising, harming, humiliating, intimidating or threatening a person or persons, thereby creating a risk to health and safety.

Clause 14.4

Bullying does not include any legitimate performance management processes, disciplinary action, allocation of work, implementation of organisational change, action taken to transfer or redeploy an employee or a decision not to promote or reclassify the employee.

Clause 14.5

Agencies will strive to achieve best practice in preventing and minimising workplace injuries, illness and periods of absence from work in order to:

- a) Improve workplace health and safety;
- b) Improve return to work performance; and
- c) Reduce human and workplace costs of injury or illness.

Clause 14.6

The parties will work towards achieving and maintaining applicable work health and safety and injury management standards and practices, including:

- a) Ensuring understanding of the importance of systematically managing OHS in all work activities and workplaces through consultative processes.
- b) Supporting and engendering a safety culture within agencies that promotes the adoption of safe work practices.
- c) Achieving continuous improvement, and best practice, in occupational health and safety, and injury management performance.

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- d) Implementation and continuous improvement of monitoring and reporting systems.
- e) Development and implementation of more flexible "return to work" options aimed at improving return to work performance.
- f) A collaborative approach to identifying hazards, assessing risks and implementing reasonable measures to eliminate or minimise those risks.
- g) Participation in pro-active prevention strategies aimed at improving the health, safety and well-being of all employees.
- h) Achieving improved outcomes from preventative, rehabilitation and return to work strategies.

Clause 14.7

The employer acknowledges the benefits both to the organization and individual employees gained through employees having a balance between their work and personal life.

Clause 14.8

In establishing and maintaining a safe and healthy work environment, an agency will not require an employee to have an unreasonable workload in the ordinary discharge of the employee's duties.

Clause 14.9

The employer and agencies recognise that the allocation of work (including new or revised duties) must include consideration of the employee's hours of work, health and safety. Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an employee's ordinary hours of work.

Clause 14.10

A Chief Executive may require an employee to work overtime:

- a) If work is unavoidable because of work demands and reasonable notice of the requirement to work overtime is given by the Chief Executive; or
- b) If, due to an emergency or immediate service delivery need, it has not been possible to provide reasonable notice.

Clause 14.11

If an individual or group of individuals believe that there is an unreasonable allocation of work leading to employees being overloaded with work or an employee is unable to access accrued recreation leave as a result of work load (as distinct from operational requirements), the individual, group of individuals, or Union concerned may first raise the allocation with local management and if applicable seek to have the allocation reviewed by the Chief Executive. The review will address the employees' concerns and identify how workloads can be managed without creating unreasonable workloads.

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Clause 14.12

Agencies will provide associations and relevant unions with a report identifying current Health and Safety Representatives in workplaces. The report will be updated annually and as requested throughout the life of the Agreement. The provision of this information must be consistent with the Information Privacy Principles and constrained to relevant information only.

Clause 15

No extra claims

Clause 15.1

Agreement purpose

This Enterprise Agreement will be taken to have satisfied and discharged all claims of any description (whether as to monies or conditions).

Clause 15.2

Rates of pay notes

The rates of pay provided for in this Enterprise Agreement are inclusive of all previously awarded safety net adjustments and all future increases during the term of this Enterprise Agreement, arising out of State Wage Case decisions, including safety net adjustments, living wage adjustments or general increases, howsoever described.

Clause 15.3

No extra claims

Subject to this clause, the employer, employees, and associations undertake that for the term of this Enterprise Agreement, they will not pursue any further or other claims within the parameters of this Enterprise Agreement, except where consistent with State Wage Case principles.

STATE THEATRE COMPANY SOUTH AUSTRALIA PRODUCTION ENTERPRISE AGREEMENT

SCHEDULE A - EMPLOYEE CLASSIFICATIONS

NOTES

- Where indicative duties occur at multiple levels, it is assumed that the employee's skills, knowledge and proficiency in this task is greater at each higher level it is performed
- For avoidance of doubt, regardless of whether indicative duties recur at a higher level from a lower one, the higher level is assumed to encompass all duties indicated at a lower level
- Indicative duties are not exhaustive of duties required by employees at each level

LEVELS

1 PRODUCTION EMPLOYEE – LEVEL 1

SUMMARY: In training

(1) A Production Employee Level 1:

- a) is a trainee employee who is undertaking induction and preparatory training for a higher-level role. The induction training may include information on the Company, conditions of employment, introduction of supervisors and fellow workers, training and career path opportunities, venue/workshop/plant layout/wardrobe, work and documentation procedures, basic theatre terminology and etiquette, workplace health and safety, equal employment opportunity and quality control/assurance.
 - b) Performs routine duties to the level of the employee's training
 - c) Works under direct supervision either individually or in a team environment
 - d) Is working to develop necessary skills for higher-level employment
 - e) Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults
 - f) Understands and utilises basic literacy (English) and numeracy skills
 - g) Employs basic keyboard skills
 - h) Interacts and communicates effectively with other staff
 - i) Develops effective customer service skills
 - j) Applies and comprehends basic theatre terminology and etiquette
 - k) Receives induction to Company policies and relevant strategy documentation
 - l) Is included in relevant Company and departmental communications
- (2) An employee at this level will undertake training in the following indicative tasks:
- a) safely lift and handle equipment within the relevant Section or Unit
 - b) use selected Workshop hand tools

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- c) basic packing and storing techniques for sets and props
- d) work on automatic, semiautomatic or single purpose machines or equipment within Workshop
- e) maintain simple records
- f) safely handle Wardrobe equipment such as sewing machines, overlockers and irons
- g) use selected Wardrobe hand tools such as scissors, needles, snips, awls
- h) undertake basic pattern-making, machine and hand sewing tasks
- i) undertake and obtain training / licenses to job specific equipment
- j) perform general wardrobe maintenance tasks for workroom
- k) use hand trolleys and pallet trucks
- l) perform general labouring and cleaning duties

2 PRODUCTION EMPLOYEE – LEVEL 2

SUMMARY: skilled at a basic level; inexperienced

JOB TITLES INCLUDE: Set Constructor's assistant, Mechanist, Wardrobe Assistant, Stage Wardrobe, Maintenance & Dresser, Prop hand, and Scenic Art labourer, Lighting Technician/Operator, Sound Technician/Operator

(1) A Production employee Level 2:

- a) has completed the Level 1 induction training or possesses other equivalent experience so as to enable the employee to perform work within the scope of this level
 - b) performs work above and beyond the skills of a Level 1 employee and to the level of the employee's training
 - c) May possess a sub-trade certificate
 - d) Is responsible for the quality of the work allocated to the employee subject to routine supervision
 - e) Works under routine supervision either individually or in a team environment on a limited range of tasks
 - f) Exercises discretion within the employees' level of skills and training
- a) Makes decisions in regard to routine matters
 - b) Employs basic keyboard skills
 - c) Applies proper theatre terminology and etiquette
 - d) Is familiar with Company policies and strategy documentation
 - e) Is responsive to Company and departmental communications and participates in Company activities, for example, collective cultural and training exercises

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- (2) An employee at this level will undertake the following indicative tasks:
- a) operate flexibly between work areas within a Section or Unit
 - b) safely operate machinery and equipment
 - c) supervised operation mobile equipment including Ladders, lifting hoists/motors, vertical lifters, scissor lifts and winches
 - d) safely lift and handle scenery and props and/or equipment
 - e) scenery building and prop construction / sourcing
 - f) basic welding techniques
 - g) basic technical knowledge
 - h) developing knowledge of wiring, soldering and crimping
 - i) knowledge of fabric, pattern-making, cutting skills, machine and hand sewing skills
 - j) Basic costume making and costume decoration
 - k) washing, pressing and steaming tasks for the workroom and organizing dry cleaning requirements
 - l) ability to measure accurately
 - m) receive, dispatch, distribute, sort, check, pack, document and record goods, materials and components
 - n) cleaning using specialized equipment and chemicals
 - o) assist with show dressing
 - p) ability to prepare scenery surfaces and costumes for art finishing
 - q) ability to follow written and verbal instructions in required processes

3 PRODUCTION EMPLOYEE – LEVEL 3

BROAD DESCRIPTION: skilled at an intermediate level; experienced

JOB TITLES INCLUDE: Set Constructor's assistant, Mechanist, Wardrobe Assistant, Stage Wardrobe, Maintenance & Dresser, Prop hand, and Scenic Artist, Lighting Technician/Operator, Sound Technician/Operator

- (1) A Production employee Level 3:
- a) performs work above and beyond the skills of an employee at Level 2 and to the level of the employees' training
 - b) may possess a sub-trade certificate or trade qualification
 - c) Solves straightforward or difficult problems using readily available information
 - d) Works to instructions and procedures
 - e) Performs work under limited supervision either individually or in a team

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environment

- f) As a team member, organises allocated materials and equipment in an efficient and effective manner or works individually under general supervision
 - g) Is responsible for their work undertaken
 - h) May assist in the provision of on-the-job training to a limited degree
 - i) Employs intermediate keyboard skills and may employ computer software specific to their duties
 - j) has a thorough understanding of theatre terminology, etiquette and theatre craft
 - k) Is familiar with Company policies and strategy documentation
 - l) Is responsive to Company and departmental communications and participates in Company activities, for example, collective cultural and training exercises
- (2) An employee at this level will undertake the following indicative tasks:
- a) scenery building, set electrics and prop construction
 - b) use precision measuring instruments
 - c) machine setting, loading and operation
 - d) rigging (dogging certification)
 - e) welding which requires the knowledge and skills above level 2
 - f) Inventory and store control
 - g) licensed operation of all appropriate materials/handling equipment
 - h) use of tools and equipment within the scope (basic non-trades) maintenance
 - i) licensed and certified for fork-lift, engine driving and crane driving operations
 - j) advanced lifting and scene/props handling
 - k) assist in facilitating technical requirements for Productions
 - l) basic programing and operation of systems
 - m) basic wiring, soldering and crimping skills
 - n) assist in maintaining company stock and equipment
 - o) assist in equipment, costume and prop hires
 - p) assist in generating documentation
 - q) intermediate pattern-making, cutting, machine, hand sewing, millinery and fabric dyeing skills
 - r) washing, pressing and steaming tasks for the workroom and theatre, including in-theatre costume repairs
 - s) show dressing and maintenance
 - t) coordination of costume hire and associated repairs/alterations
 - u) quality checks on the work of others
 - v) knowledge of practical skills of scenic and costume art finishing

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- w) ability to mix, test colours and textures

4 PRODUCTION EMPLOYEE – LEVEL 4

BROAD DESCRIPTION: highly skilled; highly experienced

JOB TITLES INCLUDE: Set Constructor, Mechanist, Show Dresser, Props maker, Show Supervisor, Buyer and Scenic Artist, Lighting Technician/Operator, Sound Technician/Operator

- (1) A Production employee Level 4:
- a) holds a trade certificate in a relevant discipline and is able to exercise the skill and knowledge of that trade, or has acquired the equivalent experience from on-the-job training in relevant Production discipline/s
 - b) works above and beyond an employee at Level 3 and to the level of the employee's training
 - c) Understands and applies quality control techniques
 - d) Exercises discretion within the scope of this grade
 - e) Works to complex instructions and procedures
 - f) Solves complex problems using readily available information
 - g) Performs work autonomously either individually or in a team environment
 - h) Provides trade guidance and assistance as part of a work team
 - i) Is able to inspect products and/or materials for conformity with established operational standards
 - j) Costs build and make items for delivery within budget allocations
 - k) Ensures quality standards are met through consistency, timeliness, correctly following procedures, and responsiveness to the needs of the client
 - l) Ensures equipment is maintained to a high standard
 - m) Assists in the provision of on-the-job training
 - n) Operates all manual handling equipment required for the employees' work
 - o) Employs good keyboard skills and may use software specific to their duties
 - p) Exercises good interpersonal and communications skills
 - q) has an advanced understanding of theatre terminology, etiquette and theatre craft
 - r) May work to support other Company operations, for example, delivery of education workshops, demonstrations of work area to sponsors and donors etc.
 - s) Represents the Company positively with artists, other companies, customers and all external stakeholders

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- t) is conversant with, and may participate in the creation of, Company policies and strategy documentation
 - u) Is responsive to Company and departmental communications and actively participates in Company activities, for example, collective cultural and training exercises
- (2) An employee at this level will undertake the following indicative tasks:
- a) Liaise with designers and venues staff regarding all aspects of designs
 - b) work from production drawings, prints or plans and generate plans and other documentation as required
 - c) ensure quality standards are met through consistency, timeliness, correctly following procedures, and responsiveness to the needs of the client
 - d) operate, maintain, set up and adjust all facility and production equipment
 - e) organize and install pyrotechnics (certificated and licensed)
 - f) including trade construction processes such as set/prop making
 - g) operate and maintain lifting equipment
 - h) evaluate, specify and perform advance rigging (advanced rigging certification)
 - i) perform a range of engineering maintenance functions
 - j) complex welding
 - k) obtain equipment / material specifications for quoting purposes
 - l) maintain relevant documentation and plans and show archiving
 - m) high level knowledge in wiring, soldering and crimping
 - n) facilitates technical requirements for builds and productions
 - o) Program and operate complex systems to a high standard
 - p) Produce moderate level of documentation for productions
 - q) Maintain company stock and equipment
 - r) Facilitate equipment and prop hires
 - s) be a multi-skilled patten maker, cutter/tailor/milliner/wigmaker able to perform any of the operations involved in the making of a complex whole garment to specifications including maintenance
 - t) advanced dying of fabrics and art finishing costumes
 - u) Lead show dresser
 - v) coordinate costume hires and associated repairs/alterations
 - w) assists in the creation of soft props and furnishings, within the scope of workroom machinery and WHS standards and capabilities
 - x) demonstrates knowledge of the history of fashion/costuming
 - y) prepare scenery surfaces for application of finishes and textures including creating of samples

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- z) maintain and research finishing techniques within the specialized area
- aa) computer/internet/retail/research skills to assist in the sourcing of costumes/workroom materials

5 PRODUCTION EMPLOYEE – LEVEL 5

BROAD DESCRIPTION: highly skilled; highly experienced; leadership responsibilities within work Unit (area)

JOB TITLES INCLUDE: Unit Leader, Leading Hand

(1) A Production employee Level 5:

- a) has obtained a trade certificate or tertiary qualification together with extensive Production experience, or equivalent skill and competence acquired through extensive Production experience
- b) performs work above and beyond the skills of an employee a Level 4 employee and to the level of the employees' training
- c) Is responsible for the effective and efficient use of Production Department and/or organisational resources, by planning, implementing and monitoring achievement of Section or Unit objectives
- d) Is responsible for creating and maintaining of a high level of teamwork and co-operation and contributes to the overall good management of productions and the Production Department
- e) Supervises a Unit of the Production Department and / or crew
- f) Budgets production, project or other work for a Unit of the Production Department; works with Production Management towards budget allocations for Units either on projects, productions, or Unit planning
- g) Supervises staff within a Unit, including rostering and supervision of casual staff, inducting new staff, determining staff training needs
- h) Oversees on the job training within a Unit where required
- i) Determines priorities and monitors performance for own and teams' work
- j) Administers timely and effective financial processes for a Unit including staff time sheets for a Unit, provision of invoices, credit card statements etc.
- k) Has accountability for Risk Management within their Unit and contributes to Departmental and Company risk management planning and monitoring
- l) Has accountability for Asset Management for their Unit and contributes to Departmental and Company asset management processes
- m) Employs good keyboard skills and employs software utilized within their section or unit, and may train others in software use
- n) Produces a high level of documentation for productions

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- o) Is actively familiar with industry developments and contemporary industry practice relating to the work of their Unit and actively contributes this knowledge to the Company
- p) May work to support other Company operations, for example, delivery of education workshops, demonstrations of work area to sponsors and donors etc.
- q) has a superior understanding of theatre terminology, etiquette and theatre craft
- r) Represents the Company positively with artists, other companies, customers and all external stakeholders
- s) May contribute to the creation of Company and Departmental Policy and Strategy and documentation; actively contributes to Company activities, for example, collective cultural and training exercises

6 PRODUCTION EMPLOYEE – LEVEL 6

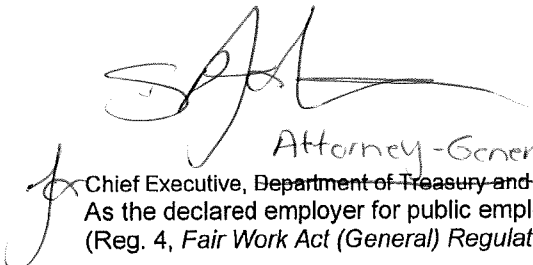
BROAD DESCRIPTION: highly skilled; highly experienced; high level leadership responsibilities; over-arching responsibility


JOB TITLES INCLUDE: Section Supervisor


- (1) A Production employee Level 6:
- a) has obtained a trade certificate or tertiary qualification together with extensive Production experience, or equivalent skill and competence acquired through extensive Production experience
 - b) performs work above and beyond the skills of an employee a Level 5 employee and to the level of the employees' training
 - c) Fulfils the description and requirements of a Production Employee Level 5, where the word Unit is replaced with Section
 - d) Has responsibility to manage the delivery of a physical production across multiple work Units


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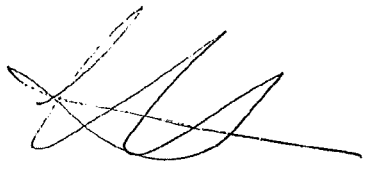
Signatories to the State Theatre Company of South Australia Production Enterprise Agreement 2024



Attorney-General's Dept
Chief Executive, Department of Treasury and Finance
As the declared employer for public employees
(Reg. 4, Fair Work Act (General) Regulations 2009 (SA))
Date:

Witness: 
Date: 11/4/24


Julian Hobba
Executive Director
Employing Authority
State Theatre Company of South Australia
Date: 10/4/24

Witness: 
Date: 10/4/24


Erin Madley
Chief Executive Officer
Media Entertainment and Arts Alliance
Date: 9 APRIL 2024

Witness: 
Date: 9 APRIL 2024

