

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA22/08

TITLE: Sydney Opera House Enterprise Agreement 2022 - 2024

CASE NO: 2022/301589

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TERM: 18 months

NEW AGREEMENT OR VARIATION: Replaces EA22/02

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COVERAGE/DESCRIPTION OF EMPLOYEES:

The agreement applies to all employees employed by the Sydney Opera House Trust located at Bennelong Point, Sydney NSW 2000, except Senior Executives and employees covered by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

PARTIES:

Sydney Opera House Trust -&- Media, Entertainment and Arts Alliance New South Wales.

Sydney Opera House Enterprise Agreement 2022 - 2024

1.	Agreement Status	4
1.1.	Title	4
1.2.	Parties	4
1.3.	Scope	4
1.4.	Duration	4
1.5.	Availability of Agreement	4
1.6.	No Further Claims	5
2.	Relationship between SOH & SOH Employees	5
3.	Partnership with the MEAA	5
3.4.	MEAA Delegates and MEAA Business	5
3.5.	Access & Inspection	6
4.	Employee Consultation & Communication	6
4.1.	Commitment to Consult and Communicate	6
4.2.	Consultation for Major Change	6
4.3.	SOH Consultative Committee	7
4.4.	Department Consultative Committees (DCCs)	7
4.5.	Managing Excess Employees	7
5.	Dispute Prevention & Resolution	8
6.	Managing Performance and Conduct	8
6.1.	Mutual Obligations	8
6.2.	Performance Review	8
6.3.	Managing Poor Performance & Conduct	9
7.	Workforce Diversity & Anti-Discrimination	9
8.	Promotion of Ongoing Employment	9
9.	Flexible Working Arrangements	9
10.	Days of Religious Significance	10
11.	Work Health & Safety	10
11.1.	Commitments	10
11.2.	WHS Management Systems	10
	11.2.1. Organisation Responsibility & Accountability.	10
	11.2.2. Consultative Arrangements	10
	11.2.3. Risk Assessment & Safe Work Procedures	11
	11.2.4. Injury Management & Rehabilitation	11
	11.2.5. WHS Consultation	11
	11.2.6. Emergency Procedures	11
	11.2.7. WHS Training	11
11.3.	Safe Working Hours	11
11.4.	Care of Clothing & Personal Safety Equipment	12

12.	Role Classification & Employment Arrangements	12
12.1.	Role Classification	12
12.3.	Types of Engagement	12
12.4.	Forms of Employment	13
12.5.	Role Evaluation and Remuneration	15
12.6.	Employees Working in Multiple Classifications within SOH	16
13.	Hours of Work (Salaried Employees)	16
14.	Hours of Work & Rostering (Waged Employees)	17
14.1.	Rostering Arrangements	17
14.1.1.	Roster Consultation	17
14.1.2.	Personal Roster Requests (Long Term)	18
14.1.3.	Personal Roster Requests (Short Term)	18
14.1.4.	Roster Notification & Distribution	19
14.1.5.	Use of Rostering & Timekeeping System	19
14.1.6.	Adherence to Rosters	20
14.2.	Roster Regulation	20
14.2.1.	Hours of Work	20
14.2.2.	Roster Cycles	20
14.2.3.	Roster Multiples	20
14.3.	Rostering Days Off	20
14.3.5.	Single Rostered Day Off (34 Hour Rule)	20
14.3.6.	Two Consecutive Days Off	21
14.3.7.	Working on a Rostered Day Off	21
14.3.8.	Maximum Days & Hours Worked Before RDO Must Be Provided	21
14.3.9.	Work in Excess of 50 Hours / 7 Days	22
14.4.	Shift Regulations	23
14.4.1.	Minimum Shift Lengths	23
14.4.2.	Maximum ordinary hour shift lengths	23
14.4.3.	Shift Inclusions (Change Time)	24
14.4.4.	Limits on Shift Lengths	24
14.4.5.	Number of Shifts Per Day	24
14.4.6.	Breaks Between Shifts	25
14.4.7.	Meal Breaks and Crib Breaks (Breaks)	25
14.5.	Variation & Cancellation of Shifts	26
14.6.	Additional Hours (By Mutual Agreement)	28
15.	Salaries and Wages	28
15.1.	Payment of Wages / Salaries	28
15.2.	Pay Increases under this Agreement	28
15.3.	Rates of Pay	28
15.4.	Overpayments	29
15.5.	Underpayments	29
15.6.	Waiting Time	29
15.7.	Termination Payments	30
15.8.	Superannuation	30
15.9.	Salary Sacrifice	30

16.	Public Holidays	30
16.1.	Recognised Public Holidays	30
16.2.	Rostering on Public Holidays (Waged Employees)	30
16.3.	Working on Public Holidays (Salaried Employees)	31
17.	Penalties	31
17.2.	Monday to Saturday (Other than Public Holidays)	31
17.3.	Sunday (Other than Public Holidays)	33
17.4.	Emergency Planning & Response Group Employees	33
18.	Overtime	34
18.1.	Waged Employees	34
18.2.	Leave in Lieu of Payment for Overtime	35
18.3.	Salaried Employees	35
19.	Transport Arrangements	36
19.1.	Reimbursement of Parking Expenses	36
19.2.	Taxi Arrangements	36
20.	Allowances	36
20.1.	Allowances (All Employees)	36
20.1.1.	Above-level Allowance	36
20.1.2.	First Aid Allowance	37
20.1.3.	Community Language Allowance	38
20.2.	Allowances (Waged Employees)	38
20.2.1.	Tool Allowance & Insurance	38
20.2.2.	Appearance Money	39
20.2.3.	Costume Allowance	39
20.2.4.	Clothing Allowance	39
20.2.5.	Electrical Licence Allowance	40
20.2.6.	Forklift Licence Allowance	40
20.2.7.	Gantry Crane Licence Allowance	40
20.2.8.	Scaffolding/Rigging Allowance	40
20.2.9.	Reimbursement of Security Licence	40
21.	Leave Entitlements	41
21.1.	Introduction	41
21.2.	Annual (Recreation) Leave	41
22.	Notice of Termination	43
23.	Signatories to the Agreement	44
a)	Schedule 1 – Base Rates of Pay	45
b)	Schedule 2 - Scaled Penalties	46
c)	Schedule 3 - Allowance Payment/Adjustment Schedule	48

1. Agreement Status

1.1. Title

This Agreement shall be known as the Sydney Opera House Enterprise Agreement 2022 – 2024 ('Agreement').

1.2. Parties

1.2.1. This Agreement is binding on:

- The Chief Executive Officer (CEO) of the Sydney Opera House Trust (SOH), who exercises on behalf of the Government of New South Wales the employer functions of the Government in relation to employees covered by this Agreement.
- Media Entertainment Arts Alliance (MEAA)
- NSW Department of Enterprise, Investment and Trade (DEIT)
- Employees presently or subsequently employed in positions in the SOH Staff Agency to which this Agreement applies (Employees)

1.2.2. This Agreement covers all SOH employees except Senior Executives and employees covered by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

1.3. Scope

1.3.1. This Agreement replaces the Sydney Opera House Enterprise Agreement 2021-2022 and all previous Agreements with the MEAA.

1.3.2. Employees covered by this Agreement are employed in terms of the Government Sector Employment Act 2013, Government Sector Employment Regulation 2014 and Government Sector Employment Rules 2014, as amended ('GSE Legislation').

1.3.3. Where the above instruments are silent and a dispute arises it will be dealt with in accordance with the dispute resolution procedures set out in this Agreement. During the course of the resolution of such a dispute, the parties will refer to the policies of the NSW Public Service and the NSW Public Sector Industrial Relations Guide and may refer to SOH Policies.

1.3.4. Any variation to this Agreement will be agreed in writing. Agreed variations will be referred to the SOHCC for consideration and endorsement and subsequently certified in the NSW Industrial Relations Commission (NSW IRC).

1.4. Duration

1.4.1. This Agreement will take effect from the date of approval by the NSW IRC and will expire on 30 June 2024.

1.4.2. The parties will endeavour to present their respective claims and commence negotiation for the next Enterprise Agreement (EA) a minimum of 3 months prior to the expiry of this Agreement.

1.5. Availability of Agreement

This Agreement will be made available to employees via the SOH Intranet within two weeks of certification by the NSW IRC. New employees will be referred to the full document on the intranet.

1.6. **No Further Claims**

The parties agree that, during the term of this Agreement, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Agreement and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the NSW IRC or any other industrial tribunal.

The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Agreement provisions.

2. Relationship between SOH & SOH Employees

SOH will be recognised internationally as the best performing arts centre in which to work and the place where the best people work. We will create a service oriented, innovative and dynamic workplace culture where people are valued and work together to achieve results. Our people will be committed to the goals of the House and empowered to contribute constructively and creatively to their achievement in a workplace that supports learning, innovation, equity, safety and involvement.

SOH will be a workplace that respects and recognises the value of its people, both collectively and individually. We will foster and reward creativity, loyalty, skills, career development and ambition and actively promote safety, welfare and morale for all employees. We value a workplace where the importance of job satisfaction is clearly recognised and where the need to have fun is an important element in creating an environment which will inspire, motivate and retain the best people.

3. Partnership with the MEAA

- 3.1. SOH recognises the importance of its employees in the ongoing success of the SOH and its businesses and values the MEAA's role as their representative.
- 3.2. We are committed to the continued development of our positive working relationship.
- 3.3. The MEAA supports the vision and goals of SOH, and the business strategies and behaviours that underpin these goals, which aim to ensure the long term sustainability of SOH and support the role it plays within the broader performing arts industry.
- 3.4. **MEAA Delegates and MEAA Business**
 - 3.4.1. An employee appointed by the MEAA as a union delegate, after notification to SOH, will be recognised as an accredited representative of the MEAA and will be allowed the necessary time during working hours to conduct the business of a delegate. This includes attendance at meetings with representatives of SOH on behalf of those members the delegate represents.
 - 3.4.2. The MEAA will supply the Chief Executive or their nominee with an accurate and up to date list of current approved delegates and co-delegates of the MEAA at SOH including variations as they occur from time to time.
 - 3.4.3. As far as practicable, union delegates will notify their immediate supervisor of the necessity to leave their respective work station, or be absent from work, for the purpose of conducting union related business during working hours.

- 3.4.4. The delegate, in the interest of confidentiality, is under no obligation to divulge the nature of the union business.
- 3.4.5. All employees who are members of the MEAA will be permitted to attend up to two paid meetings of the MEAA in each calendar year during working hours without loss of pay, provided that prior approval is given to an official of the MEAA by the Chief Executive or his/her nominee.
- 3.4.6. While the parties recognise that union membership at SOH is voluntary, the management of SOH recognises the importance of the MEAA to the business and will provide an opportunity for the MEAA to advise employees of the benefits of membership of the MEAA. The MEAA will be invited to participate in any formal group induction process.
- 3.5. **Access & Inspection**
- The MEAA has the right of entry and inspection of various documents as provided for under the Industrial Relations Act 1996 (NSW) (as amended).

4. Employee Consultation & Communication

4.1. Commitment to Consult and Communicate

SOH is committed to consulting and communicating with its employees and their representatives in relation to the future direction of SOH business, related operational plans and service standards and any changes that may impact on their employment. SOH is committed to providing employees with the opportunity to be involved in workplace issues affecting them.

4.2. Consultation for Major Change

- 4.2.1. If SOH determines the need for major changes which will have a significant impact on the terms and conditions of employment or future prospects of employees, including any proposal to contract the work currently performed by SOH employees to an external employing entity, the SOH will enter into discussions with the affected employees and the MEAA at the earliest possible opportunity. Discussions will focus on constructive means for managing such changes and minimising their adverse impact. Issues that must be genuinely considered for the purposes of this clause are work health safety, workplace productivity and employee job security. Due regard will be given to the issues raised by all parties.
- 4.2.2. For the purpose of facilitating productive discussions, SOH will provide all relevant information on the proposed changes and their impact on employment to the affected employees and the MEAA. However, SOH will maintain its legal obligations and rights in relation to employees' rights of privacy, commercial in confidence matters and matters in the interests of SOH. All proposals for major change at SOH will be referred to the SOHCC.
- 4.2.3. Proposed changes in conditions of employment and practice contained within this Agreement or significant changes in workplace practice will also be referred to the SOHCC for consideration. This does not preclude the use of Departmental or other consultation processes prior to reference to the SOHCC.
- 4.2.4. The parties to this Agreement agree to work together to realise the benefits of more flexible working arrangements contained within this Agreement.

4.3. **SOH Consultative Committee**

- 4.3.1. The SOHCC will consist of the Chief Executive, Director People & Government, other Directors or Managers on an as needed basis, the Convenors of Delegates, and, as appropriate, MEAA Officers.
- 4.3.2. The SOHCC will have specific regard for the following issues:
- unresolved WHS matters;
 - the implementation and/or interpretation of this Agreement;
 - matters arising from workplace change;
 - unresolved matters referred from the Departmental Consultative Committees (as varied);
 - unresolved matters referred from the Convenors of MEAA Delegates;
 - any issues which may impact the SOH; and
 - any proposed variation to this Agreement.
- 4.3.3. The SOHCC will determine its operational arrangements, including the nomination of a Chairperson, and the requirement to meet a minimum of at least four times a year, or more frequently if required.
- 4.3.4. The SOHCC shall be able to make decisions which will be binding on employees and management, providing those decisions are not inconsistent with the provisions of this Agreement. The SOHCC is obliged to consider any relevant New South Wales Government legislation and decisions of the Sydney Opera House Trust.
- 4.3.5. Meetings of the SOHCC will be scheduled whenever possible when employee representatives are scheduled to work. Where this is not the case the employee may attend on overtime for the duration of the meeting or any other time as provided for by the Chief Executive.

4.4. **Department Consultative Committees (DCCs)**

- 4.4.1. Each DCC will consist of up to three staff representatives from each department, and up to three management representatives from each department, a representative from Human Resources and an MEAA official on an as needed basis. Where necessary representation may be increased.
- 4.4.2. The DCCs will have specific regard for the following:
- the effective implementation of this Agreement in the relevant areas
 - the promotion of ongoing employment
 - issues associated with workplace change and development
 - implementation of learning/training strategies in respective departments.
- 4.4.3. All DCC representatives will have access to training on conflict management and mediation.
- 4.4.4. Meetings of the DCCs will be scheduled whenever possible when employee representatives are scheduled to work. Where this is not the case the employee may attend on overtime for the duration of the meeting, or any other time as provided for by the appropriate Director.

4.5. **Managing Excess Employees**

Ongoing employees who are declared excess to requirements through organisational change will be managed in accordance with the NSW Public Sector Managing Excess Employees Policy, which includes entitlements to retention and salary maintenance during redeployment periods.

5. Dispute Prevention & Resolution

- 5.1. SOH executive and managers will ensure all employees have access to fair and effective conflict, dispute and grievance resolution processes.
- 5.2. If an issue cannot be resolved informally and promptly at the local or departmental level, the matter will be addressed in accordance with the following processes:
- at any stage an employee has the right to be represented by an MEAA representative or a person of their choice, if they wish;
 - the employee will first seek to discuss the matter with his/her immediate supervisor;
 - if not settled, the matter will be further discussed between the employee and the manager of his or her Department;
 - if the employee considers the matter to be of a special, serious or confidential nature, it can be discussed with the Manager, Human Resources, at any time;
 - if the matter is still not resolved, it will be referred to the employee's Director in the first instance for their consideration and resolution, before referral to the relevant Director responsible for Human Resources or CEO;
 - by agreement between the interested parties the matter may be referred to a mutually acceptable independent third party for mediation;
 - if the conflict, dispute or grievance remains unresolved and all internal processes have been exhausted, either party may refer the matter to the NSW IRC for assistance in resolving the conflict, dispute or grievance;
 - where the above procedures are being followed, work will continue normally. No party will be prejudiced as to the final settlement by continuing work in accordance with this clause;
 - if the matter involves a genuine work health safety issue, work in the work area may be temporarily suspended until the issue is resolved.

6. Managing Performance and Conduct

6.1. Mutual Obligations

- 6.1.1. SOH is committed to ensuring that the performance of its people is effectively managed. SOH recognises the critical importance of having an effective workforce capable of achieving its strategic goals.
- 6.1.2. All employees are expected to undertake the duties for which they are employed and can expect clear information about the strategic direction of the organisation and the implications and expectations for their specific role. Employees will be entitled to regular feedback from their Manager/Supervisor about their performance.
- 6.1.3. Supervisors may only direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training and within the scope of the position description except when a supervisor requests an employee to perform duties beyond their competence, during training and development.

6.2. Performance Review

- 6.2.1. Each employee will have a performance review with their supervisor using the SOH performance review process in accordance with SOH and NSW Government policy.

6.2.2. The supervisor and employee will agree on a performance plan and expectations, the employee's development and training needs, and undertake the respective obligations to fulfil these needs, including progress discussion throughout the year.

6.3. Managing Poor Performance & Conduct

6.3.1. SOH and MEAA are committed to dealing with matters of inappropriate conduct and poor job performance in a fair, equitable, responsible and prompt manner, in accordance with policy and legal obligations.

6.3.2. SOH is committed to providing Managers and Supervisors with practical guidance on how to deal with inappropriate conduct and poor job performance, in a consistent, fair and thorough manner.

6.3.3. All employees will be given the opportunity to respond to and improve their performance and conduct, through management support and, where applicable training.

6.3.4. An employee may seek the assistance of the MEAA where their performance or conduct is being managed under this clause.

7. Workforce Diversity & Anti-Discrimination

7.1. The SOH is committed to workforce diversity for its employees.

7.2. It is the intention of the parties to this agreement to seek to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of a person's sex (including pregnancy and breastfeeding), race, marital or domestic status, disability, homosexuality, transgender identity, age or responsibilities as a carer or because of the sex (including pregnancy and breastfeeding), race, marital or domestic status, disability, homosexuality, transgender identity, age or responsibilities as a carer of the person's relative or associate.

The parties will not victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

8. Promotion of Ongoing Employment

8.1. SOH understands the importance of security in employment for staff and the benefits of a loyal workforce.

8.2. SOH will actively take measures to increase the degree of permanency and decasualisation at SOH, in line with commitments to ensure increased employment flexibility provided by employees. Measures to increase the degree of permanency and decasualisation at SOH will be subject to the approval by the Executive of a supporting business case.

9. Flexible Working Arrangements

SOH is committed to implementing flexible working practices based on the principle of "if not, why not?" in accordance with its responsibilities as a NSW Government agency. SOH will provide employees, supervisors and managers with guidance on the appropriate forms of flexible working arrangements available to each work area that considers SOH's operational requirements and an employee's personal and family circumstances.

10. Days of Religious Significance

- 10.1. SOH will not compel an employee to work on a day or days which are of religious significance observed by a recognised organisation to which the employee belongs, provided that an employee advises SOH of the day prior to the development of their roster.
- 10.2. If insufficient notice is given by an employee who works to a roster and the change cannot be accommodated, then the employee may use any available leave credits to cover an absence on those days.

11. Work Health & Safety

11.1. Commitments

Sydney Opera House and its employees are committed to improving the work health and safety (WHS) performance of the SOH via a consultative process. The SOH will work with all our business partners and MEAA to assist them to comply with WHS legislation and standards.

11.2. WHS Management Systems

The vehicle for improving WHS is the Safety Management System (SMS) which defines responsibilities across the organisation. The SMS will contain a number of WHS elements, including, but not limited to the clauses listed below and SOH WHS Policy.

- 11.2.1 - Organisation Responsibility & Accountability

- 11.2.2 - Consultative Arrangements

- 11.2.3 - Risk Assessment & Safe Work Practices

- 11.2.4 - Injury Management & Rehabilitation

- 11.2.5 - WHS Consultation

- 11.2.6 - WHS Training

11.2.1. Organisation Responsibility & Accountability.

WHS actions, responsibilities and accountabilities for Trust, executive, managers/supervisors and employees are clearly defined and integrated into a full range of appropriate organisational systems and procedures. This includes a safety and wellbeing goal in performance plans for all staff.

11.2.2. Consultative Arrangements

Consultation is a legal requirement and an essential part of managing health and safety risks. Elected Health & Safety Representatives (HSRs) use their knowledge and experience to help to identify safety hazards and risks and assist in finding and communicating practical solutions.

SOH recognises the importance of WHS consultation and is committed to the due and regular consideration of the elected HSR recommendations. The primary role of the HSR is to represent workers in the work area group in matters relating to work health and safety in the workplace.

11.2.3. Risk Assessment & Safe Work Procedures

- 11.2.3.1. Risk assessments will be undertaken in all areas of the SOH, in particular for activities where significant risks have been identified, including all incoming productions at SOH, in accordance with the Work Health & Safety Act 2011 (NSW) (“WHS Act”).
- 11.2.3.2. All people working at the SOH will work with Sydney Opera House safety team to ensure these are completed.
- 11.2.3.3. Safe Work Procedures will be available to employees to guide the performance of their duties in a safe manner.
- 11.2.3.4. All employees will be proactive in creating a safe work environment and take personal responsibility for working safely, including reporting incidents and hazards in accordance with established incident reporting systems as soon as reasonably practicable.

11.2.4. Injury Management & Rehabilitation

- 11.2.4.1. All work related injuries and illness must be reported immediately to management and in accordance with established incident reporting systems. The Injury Management program ensures efficient and effective injury management for all employees.
- 11.2.4.2. In particular the SOH is committed to ensuring that appropriate and meaningful suitable duties are found to allow for the timely return to work of all injured employees in line with the NSW Workers Compensation Act 1987.

11.2.5. WHS Consultation

Meetings will be held with HSRs and the management sponsor on a minimum quarterly basis as per WHS legislation. Records of these meetings will be kept in accordance with the NSW WH&S legislation.

11.2.6. Emergency Procedures

- 11.2.6.1. The parties are committed to ensuring an annual review of emergency procedures and regular testing of these procedures through regular evacuation drills and other scenario testing, the nature and timing of which will be notified to the MEAA.
- 11.2.6.2. SOH and the MEAA are committed to ensuring these occur with the active participation of employees and where appropriate the involvement of presenters and other business partners.

11.2.7. WHS Training

- 11.2.7.1. The SOH and MEAA are committed to continuing a broad range of the WHS training, including induction, risk management, injury management, evacuation and safe working procedures.
- 11.2.7.2. SOH is committed to commencing the induction of its staff and the staff of its business partners on the first day of their employment and will be completed as soon as reasonably practicable.
- 11.2.7.3. Where appropriate, SOH will involve our business partners in such training programs.
- 11.2.7.4. SOH consults MEAA to assist in the identification and where appropriate the content of WHS training needs.

11.3. Safe Working Hours

- 11.3.1. SOH is committed to ensuring work health and safety is a key consideration in the planning of employee working hours and patterns.

- 11.3.2. SOH will continue to work together with presenters and the MEAA to ensure working hours of SOH staff adequately balance employee lifestyle, workplace safety and customer service expectations.
- 11.3.3. The SOH and the MEAA are committed to the management of employee fatigue. SOH will comply with its fatigue management obligations under the WHS Act. SOH is committed to ensuring that the risk of fatigue is controlled through effective risk assessment processes (including fatigue management systems, practices and procedures) and that all SOH employees are competent in managing the risks associated with fatigue in the workplace.
- 11.4. **Care of Clothing & Personal Safety Equipment**
- The SOH is committed to providing clothing and personal protective equipment where this is assessed as being required through normal SOH risk management processes and/or by law.
- Employees provided with clothing and personal protective equipment by SOH will be responsible for their safe-keeping and will be required to pay SOH for the cost of replacing any item if the employees causes the loss or damage due to gross negligence or theft by the actual employee. The value of such clothing and personal protective equipment will be calculated by allowing for depreciation of 20% per annum.

12. Role Classification & Employment Arrangements

- 12.1. **Role Classification**
- SOH will classify each role covered by this Agreement as either a 'waged' or 'salaried' role. This classification can occur at any level of the organisation and will be based on the specific work requirements of each role.
- 12.1.1. Waged Roles
- Waged roles have their hours rostered, as provided for in clause 14 (Hours of Work & Rostering – Waged Employees).
- In addition to base rates of pay, waged employees may attract penalties, overtime and allowances as part of their standard conditions of employment as provided for in this Agreement.
- 12.1.2. Salaried Roles
- Salaried Employees work a flexible pattern of hours to achieve the role's business requirements as provided for in clause 13 (Hours of Work (Salaried Employees)).
- Salaried roles are compensated in full for all hours worked. Rates of pay are all inclusive of penalties, overtime and leave loading. Salaried Employees may attract a limited range of allowances provided for in this Agreement.
- 12.2. Upon engagement to any role, SOH will provide all employees covered by the terms of this Agreement with a letter of offer providing the terms and conditions of their employment consistent with this Agreement.
- 12.3. **Types of Engagement**
- 12.3.1. All employees are engaged as either ongoing, temporary or casual employees.

- 12.3.2. Ongoing employees are engaged on either a full-time, part-time and flexible-time contract on an ongoing basis.
- 12.3.3. Temporary Employees are engaged on either a full-time, part-time and flexible-time contract basis for a minimum of four weeks to a maximum of 4 years within any continuous period of 5 years, subject to the terms of the relevant contract type.
 - 12.3.3.1. An employee whose temporary contract expires and who is immediately re-engaged on a new temporary contract without a break in employment will be considered to have continuous employment for the purpose of carrying over leave entitlements.
 - 12.3.3.2. The SOH will assess the employment history of temporary employees (except where the employee has been engaged on a specifically limited project or performance contract), to determine their eligibility for at-level conversion to ongoing employment as provided for in the GSE legislation (as amended). This will consider the employee's method of engagement, their qualifications, experience, standard of work performance and capabilities to perform the duties of the role to which they may be assigned to on an ongoing basis, and the availability of work. Where these requirements are met, and subject to the approval by the Executive of a supporting business case as prescribed by clause 8 of this agreement, SOH will act to convert the employee to ongoing employment. Where the number of 'eligible temporary employees' exceeds the roles available for ongoing employment, an internal merit-based comparative selection process will be followed to determine the employee for whom conversion may occur.
- 12.3.4. Casual Employees are engaged by the hour as provided for in clause 12.4.4 (Casual Employment)

12.4. **Forms of Employment**

12.4.1. **Full-Time Employment**

- 12.4.1.1. Full-Time Salaried employees contracts are based upon a minimum 40 *ordinary* hours per week averaged over a 12 week period, with remuneration established on the market practice and expectation of full-time employees working hours up to a total of 50 hours per week, on average, over a seven day period, without additional compensation.
- 12.4.1.2. Full-Time Waged employees are engaged for an average of 38 ordinary hours per week and are rostered for 152 ordinary hours in each four week roster cycle.

12.4.2. **Part-time Employment**

- 12.4.2.1. Part-time employees will be engaged for a fewer number of hours than full time employees in the same classification.
- 12.4.2.2. Part-time employees will be paid at the standard hourly rate for their classification and all entitlements will be calculated on a pro rata basis.
- 12.4.2.3. Part-time salaried employees will be engaged for a fewer number of hours than a full time salaried employee.
- 12.4.2.4. Part-time waged employees are contracted for a minimum number of ordinary hours of work between 48 and 140 hours in each four week roster period. These minimum contracted hours may only be varied by mutual agreement and any variation will come into effect at the commencement of a four week roster period. *Refer clause 14.6 (Additional Hours (By Mutual Agreement))*
- 12.4.2.5. By mutual agreement, part-time waged employees may work additional hours at ordinary rates up to the full-time ordinary hours for an employee in the same classification and these hours

will accrue additional sick, recreation and extended leave on an hourly basis. *Refer clause 14.6 (Additional Hours (By Mutual Agreement))*

12.4.3. Flexible Time Contracts

- 12.4.3.1. Flexible-time employment is a form of employment where employees are contracted for a guaranteed minimum number of ordinary hours annually, or shorter contract term.
- 12.4.3.2. The minimum number of ordinary hours will be agreed upon engagement and may only be varied by mutual agreement.
- 12.4.3.3. The range of ordinary hours offered under this form of employment is:
- a) in Production Services – a minimum of 1,300 per annum (equivalent to 25 average hours per week) and a maximum of 1,716 per annum (equivalent of 33 average hours per week); and
 - b) in All Other Departments – a minimum of 624 (equivalent to 12 average hours per week) and a maximum of 1,716 per annum (equivalent of 33 average hours per week).
- 12.4.3.4. The term of a flexible time contract will generally be not less than 12 months. However contracts of between 6 and 12 months duration, may be mutually agreed, to align all contracts to a common start or end date, or to replacement existing flexible time contracts that have ended prior to their nominal expiry. In these circumstances, the range of ordinary hours offered will be pro-rated accordingly.
- 12.4.3.5. By mutual agreement, additional hours above the contract minimum may be worked at ordinary rates up to full-time ordinary hours. If any such additional hours are worked then additional sick, recreation and extended leave will accrue on an hourly basis.
- 12.4.3.6. A flexible time employee will be paid the standard hourly rate for the relevant classification, and all entitlements will be calculated on a pro-rata basis.
- 12.4.3.7. A flexible time employee will be paid their guaranteed minimum hours and any hours worked beyond the guaranteed minimum each pay period and will have the choice of electing to have these hours paid under the following options.
- a) Option A - paid as they are worked, or
 - b) Option B - averaged over the contract term for each pay period. Employees choosing Option B who complete their minimum guaranteed hours before the end of the contract period will be paid any monies owing as a lump sum, with tax deducted as if earned over the course of the contract.
- 12.4.3.8. Overtime will be paid as worked in accordance with clause 18 (Overtime) of this agreement, and does not form part of a flexible time employee's guaranteed minimum hours.
- 12.4.3.9. Flexible time employees are required to make themselves available to work the minimum contract hours, in the pattern indicated to them at the commencement of the contract. SOH will discuss the seasonal expectation of work demand with the employee at the commencement of the contract. A flexible time employee who has been reasonably available to work and has not been rostered to work the guaranteed hours over the fixed term arrangement will be paid for any such unworked hours.
- 12.4.3.10. Where a flexible time employee resigns before the completion of the annual balancing period or fixed term arrangement, and has been paid for hours which have not been worked, the Trust will mutually agree with the employee to a work plan to ensure the fulfilment of these hours or,

alternatively, may withhold from monies due to the employee the value of the unworked hours.

- 12.4.3.11. The Sydney Opera House will ensure that detailed guidelines for the operation of flexible time contracts will be made available on the SOH Intranet or as requested by an employee. Further information will be provided by Human Resources upon request.

12.4.4. Casual Employment

- 12.4.4.1. Casual employees will be engaged by the hour for up to a maximum of 152 ordinary hours per 4 week roster period.

- 12.4.4.2. Casual employees will be paid at the standard base hourly rate for their classification and all entitlements will be calculated on a pro rata basis.

- 12.4.4.3. Casual employees will be paid a loading of 23.3%, for all hours worked (except as otherwise provided for in this Agreement); in lieu of recreation leave, sick leave, annual leave loading, being rostered off on public holidays, and to compensate for the lack of access to notice and severance upon termination, the nature of employment by the hour and reduced access to training opportunities. This rate does not include Long Service Leave which is provided for separately in this Agreement and under legislation.

- 12.4.4.4. Where a casual employee is paid a penalty of 100% or more, the casual loading is absorbed into this higher rate.

Casual Conversion

- 12.4.4.5. A casual employee who has performed the same role on a regular and systematic basis for at least two years and whose regular hours over that period fall within the range of hours that may be offered under a Flexible Time Contract (as set out in clause 12.4.3 of this Agreement), may request in writing that their employment be converted to Flexible-time employment.

- 12.4.4.6. For the purposes of clause 12.4.4.5 above, a casual employee who has:

- a) been unavailable for work for more than twelve weeks in total during the qualifying period;
- or
- b) had a break between periods of work of eight weeks or more;

will not have performed the role on a regular and systematic basis unless the period of unavailability or break in employment is a consequence of their illness or carer's responsibilities.

- 12.4.4.7. A casual employee can only make a request under clause 12.4.4.5 within six months of the commencement of this Enterprise Agreement; or within six months of becoming eligible to do so.

- 12.4.4.8. SOH will agree to a request under clause 12.4.4.5 unless it has reasonable operational reasons for rejecting the request, such as there being a reasonable likelihood that the availability of work will cease to exist in the foreseeable future. In these circumstances, Human Resources will advise the employee of the outcome and reasons for this decision. Any disputed applications will be addressed through the Dispute Prevention and Resolution procedure of this Agreement.

12.5. Role Evaluation and Remuneration

- 12.5.1.1. Each role classification covered by this Agreement will have its relative value determined by systematically comparing and analysing role descriptions using the Mercer CED Job Evaluation System. The work value points derived from this process will determine the grade and level for

each role as referenced in the EA classification and grading structure in Schedule 1 of this Agreement. This will establish:

- base remuneration for waged roles upon which all percentage payments will be applied (on a non-compounding basis) and all other payments under this Agreement will be added; and
- the applicable salary band from which the remuneration of a salaried role may be established.

12.5.1.2. Each position within the organisation structure must have a complete and up to date role description that clearly articulates role expectations, skill and capability requirements, reporting arrangements, accountabilities and responsibilities.

12.6. Employees Working in Multiple Classifications within SOH

12.6.1. The SOH recognises that employees may hold multiple classifications of employment within SOH.

12.6.2. Requests for access to secondary or further employment are made at the request of the employee. All requests must consider the reasonable availability of an employee to fulfil the requirements of each of the positions.

12.6.3. Where any employee holds separate roles, the primary role will be the position that offers the most hours of work or where hours are equivalent the position that offers the highest rate of pay per hour.

12.6.4. Employees who hold more than one contract of employment with SOH shall have each position stand alone for the purposes of payment including all payment of ordinary hours, overtime and penalties. Employees working in multiple roles cannot claim payment of the same allowance across different roles.

12.6.5. Where an employee works in multiple roles under this clause they can be rostered to work a maximum of two separate shifts in any single day.

12.6.6. For the purposes of clause 12.6.5 above, Front of House Attendants only may work a 'split shift' within their classification, as provided for in clause 14.4.5 (Number of Shifts Per Day), and these will constitute two shifts for the purposes of this clause.

12.6.7. Employees who hold multiple roles and are identified as regularly working more than 50 hours per week may be asked to relinquish hours in order that they work reasonable hours with regard to health and safety concerns. The employee will then be asked to decide which of their hours they wish to relinquish.

12.6.8. Where an employee does not decide which hours to relinquish the rosterer will reduce hours in the position which offers either the least amount of hours or lowest hourly rate.

13. Hours of Work (Salaried Employees)

13.1.1. Salaried Employees work a variable pattern and number of hours which may be of an extended duration or outside normal business hours. Hours are worked as required to achieve the positions agreed work plans and goals established through discussion with the position's Supervisor.

13.1.2. Full-time salaried employment contracts are based upon a minimum of 40 *ordinary* hours per week averaged over a 12 week period (as provided for under the NSW Industrial Relations Act 1996). Part-time salaried employees work a pro-rata of full-time working hours.

- 13.1.3. Remuneration is established on the market practice and expectation of full-time employees working hours up to a total of 50 hours per week, on average, over a seven day period, without additional compensation. All salaried employees are remunerated on a per annum basis and paid fortnightly. Base earnings include full compensation for penalties, overtime and leave loading and salaried employees may attract a limited range of allowances provided for in this Agreement.
- 13.1.4. The parties acknowledge that the nature of the business requires the working of irregular hours during busy periods. Managers will ensure that workloads are reasonable and that salaried employees manage their hours of work to ensure excessive hours are not worked over an extended period.
- 13.1.5. No formalised 'hour for hour' time off in lieu (TOIL) arrangement will operate other than provided for in clause 13.1.6 (*Managing Excessive Hours*).
- 13.1.6. Managing Excessive Hours
- 13.1.6.1. Excessive Hours are defined as work in excess of 50 hours per week over an extended period.
- 13.1.6.2. The parties are committed to ensuring appropriate time off is provided within eight weeks of an employee working excessive hours.
- 13.1.6.3. Where excessive hours are worked, time off in lieu (TOIL) will be provided on an hour for hour basis and will be worked out within individual departments, between managers and affected employees. In doing so, consideration will be given to managing work health and safety, Departmental staffing levels and ensuring employees have sufficient time away from work to achieve a balanced lifestyle.
- 13.1.6.4. Where individual employees or work areas believe excessive hours are being worked over an extended period, they may request that a formalised TOIL arrangement be implemented. In these circumstances an employee's security card will be activated as a swipe card for the only purpose of recording hours worked on the timekeeping (Payglobal) system. This may result in closer monitoring or prescription of hours of work.
- 13.1.6.5. Any employee who believe that they are not given sufficient recompense for excessive hours worked, should seek the intervention of Human Resources who will analyse the working hours of the employee and rectify the issue. Should this not be resolved to the satisfaction of the employee, they may seek to resolve the matter through the Dispute Prevention and Resolution procedure (Clause 5).

14. Hours of Work & Rostering (Waged Employees)

14.1. Rostering Arrangements

14.1.1. Roster Consultation

- 14.1.1.1. Rosters will be fair and equitable and will be established to meet the labour demand requirements of SOH's business, customers and the needs of our employees in relation to family responsibilities, educational commitments, work health and safety considerations and urgent personal matters.
- 14.1.1.2. SOH will consider an employee's public transport arrangements with regard to the commencement or finishing times of shifts.

- 14.1.1.3. In moving from one roster period to the next, SOH and employees will have regard to the last week of the roster period to produce a roster for the change over period which allows for a smooth transition and complies with the rostering rules.
- 14.1.1.4. It is the responsibility of employees, where possible, to ensure availability/leave requests are made well in advance of a roster being prepared, and in accordance with minimum notice of leave periods required by this Agreement, and to follow up their requests with their supervisor.
- 14.1.1.5. SOH will endeavour, where possible, to accommodate reasonable requests. However, where requests are not possible within the conditions of this Agreement or create unreasonable operational or equity issues within the workplace, they may be rejected and an employee provided with the alternative option of submitting a leave application.
- 14.1.1.6. Casual Employee Availability – casual employees are required to provide their availability for work prior to rosters being prepared for ongoing and temporary staff, so that offers of work can be suitably provided.
- 14.1.2. Personal Roster Requests (Long Term)**
- 14.1.2.1. An individual requiring on-going special roster arrangements to accommodate personal circumstances, for example family care, religious, educational or health needs, must apply in writing to their manager stating the reason, the arrangement required and for how long it will apply.
- 14.1.2.2. Except in exceptional circumstances, these must be made within a reasonable timeframe.
- 14.1.2.3. In considering whether to approve such a request a manager will take note of SOH's commitments to family friendly work practices; the work requirements of the business and the resulting impact upon other employees in the work area and advise the employee of any changes to penalty arrangements that may arise.
- 14.1.2.4. Where a Personal Roster Request (Long Term) is approved, the agreed temporary arrangements, including any impact on remuneration, the duration of the temporary arrangement and when it will be reviewed, will be confirmed in writing by Human Resources.
- 14.1.2.5. Where the agreed temporary variation to the employee's rostering arrangements has a direct impact on the scheduling of rostered days off (RDOs) prescribed under clause 14.3 of this Agreement, those specific RDOs directly impacted that exclude an employee's availability for work on that day will be clearly marked on the roster to indicate the employee is unavailable.
- 14.1.3. Personal Roster Requests (Short Term)**
- 14.1.3.1. Roster changes requested by employees will, except by mutual agreement, be made without incurring extra penalty and overtime costs to the House or inconvenience to customers. This includes hours exchanged between consenting employees with the agreement of the SOH. Both these circumstances should, where possible, be made within the minimum roster variation and cancellation standards provided in this Agreement.
- 14.1.3.2. Employees entitled to rostered days off work under this Agreement, may request to use one or more of their prescribed RDOs to accommodate a specific day or days absence due to a significant personal event (such as, but not limited to, weddings, funerals, religious events, parental responsibilities, educational or health needs) that cannot reasonably be rescheduled by the employee to an alternative time. In these circumstances the roster for these days will be clearly marked to indicate that the employee is unavailable.

- 14.1.3.3. SOH will make a genuine attempt to accommodate the request where it does not present an unreasonable business, service or rostering issue. However an employee may be required to utilise leave for any or all of the days requested, particularly where they have a strong preference to be absent on the day requested or the requested days are numerous and consecutive.
- 14.1.4. Roster Notification & Distribution**
- 14.1.4.1. The following minimum notice periods for notifying an employee of their roster is as follows:
- a) **Production employees** - will be notified of their rolling 1 week roster in draft form 2 weeks prior to its commencement and as a confirmed roster 1 week prior to its commencement.
 - b) **Tours employees** - will be notified of their confirmed 2 week roster a minimum of 2 weeks prior to its commencement, with no draft roster being prepared.
 - c) **Front of House employees** - will be notified of their confirmed 4 week roster a minimum of 10 days prior to its commencement, with no draft roster being prepared.
 - d) **All other employees** - will be notified of their 4 week roster in draft form 3 weeks prior to its commencement and as a confirmed roster 2 weeks prior to its commencement.
- 14.1.4.2. A roster week will commence on a Friday and conclude on a Thursday.
- 14.1.4.3. Rosters will clearly differentiate between ordinary (contract minimum and extra) hours and overtime hours at the time of preparation and distribution, including when rosters are varied at a later date.
- 14.1.4.4. Each work area will adopt their own mechanism for roster consultation and method of distribution as agreed or in practice in their work areas at the time of certifying this Agreement.
- 14.1.4.5. Employees may request a copy of their individual and section roster where Pay Global is used.
- 14.1.4.6. Where the confirmed roster differs from the draft roster, the SOH will attempt to notify those employees whose personal roster has changed. However, employees have a mutual responsibility to check the working hours as prescribed by the roster;
- 14.1.4.7. Employees are required to notify their Supervisor where they have personal requests that impact upon their roster availability at any time and in particular prior to rosters being developed.
- 14.1.4.8. **Casual employees** will notify the SOH of their availability, as far as practicable, prior to Departmental rosters being prepared. Casual employees will be notified of the dates, start time and finishing times for each shift, with casual Front of House employees notified of their shift commencement and a reasonable estimate of the shift length.
- 14.1.4.9. The parties acknowledge that the performing arts and tourism industry often result in hours requiring extension beyond the originally rostered time to ensure the success of the production and service to our patrons and visitors.
- 14.1.5. Use of Rostering & Timekeeping System**
- All waged staff are required to use the rostering and timekeeping system chosen by SOH to record the starting and finishing of shifts.

14.1.6. Adherence to Rosters

Employees and SOH will adhere to rosters as prepared, distributed or later varied as provided for in this Agreement.

14.2. Roster Regulation

14.2.1. Hours of Work

Sydney Opera House operates a 24 hour per day/ 7 days per week business on each day of the year and all waged employees may be rostered ordinary hours across these operating hours.

14.2.2. Roster Cycles

The roster cycle is four weeks in duration, beginning on a Friday and concluding on a Thursday four weeks later.

14.2.3. Roster Multiples

All rostering will be calculated on 15 minute roster multiples.

14.3. Rostering Days Off

14.3.1. Full-time, flexible time and part-time employees will be rostered off work for a minimum of nine days during a four-week roster cycle.

14.3.2. in each four week roster period, a full-time, flexible-time and part-time employee must be rostered at least:

- two occasions of two consecutive rostered days off,
- two weekend days off, at least one of these being consecutive with another rostered day off.

14.3.3. Wherever possible, further roster days off (RDOs) in each four week roster period will be rostered in multiples of two consecutive days. and to maximise the opportunities for weekend time off work. A weekend day is defined as either a Saturday or a Sunday.

14.3.4. RDOs for Production Services employees will not be scheduled on a public holiday.

14.3.5. Single Rostered Day Off (34 Hour Rule)

14.3.5.1. Any day with no rostered shifts, where there is a minimum 34-hour break between the previous and subsequent day's shifts (including overtime), counts as a Rostered Day Off for the purposes of clause 14.3 (*Rostering Days Off*).

14.3.5.2. Full-time, part-time, or flexible-time employees may be rostered a shorter break of no less than 31 hours on up to 2 occasions in any 4-week roster cycle, limited to no more than 22 occasions across each financial year. A minimum 34 hour break will continue to apply wherever possible, with rosters having due regard for employee wellbeing. In accordance with clause 14.3.8, these shorter breaks will not be rostered after 50 hours or 7 consecutive days worked.

14.3.5.3. Where a short rostered day off is not rostered in accordance with clause 14.3.5.2, and a shift preceding or following a standard 34-hour rostered day off is extended such that an employee is now rostered to return to work prior to the conclusion of the appropriate minimum 34-hour break, they are not required to return to work until the 34 hour break has been taken, and will be paid for the rostered hours as though worked.

14.3.5.4. Where an employee returns to work without this break being provided, they will be paid their ordinary rate of pay plus a penalty of 100% (double time) in lieu of all other penalties until a 10 hour break is provided. Where this occurs on a public holiday they will be paid their ordinary rate of pay plus a penalty of 150% (double time and one half).

14.3.6. **Two Consecutive Days Off**

14.3.6.1. Any two consecutive days with no rostered shifts, where there is a minimum 55-hour break between the previous and subsequent day's shifts (including overtime), counts as two consecutive rostered days off.

14.3.6.2. If a shift preceding or following two consecutive RDOs is extended such that an employee is now rostered to return to work prior to the conclusion of the appropriate minimum 55-hour break, they are not required to return to work until the 55 hour break has been taken, and will be paid for the rostered hours as though worked.

14.3.6.3. Where an employee returns to work without this break being provided, they will be paid their ordinary rate of pay plus a penalty of 100% (double time) in lieu of all other penalties until a 10 hour break is provided. Where this occurs on a public holiday they will be paid their ordinary rate of pay plus a penalty of 150% (double time and one half).

14.3.7. **Working on a Rostered Day Off**

14.3.7.1. An employee may mutually agree to receive less than their prescribed minimum of nine RDOs in a 4-week roster cycle, and may either be:

- a) Rostered 8 RDOs with 8 hours added to their recreation leave balance; or
- b) Paid overtime at the rate of double time for these worked RDOs. The employee may alternatively choose to receive leave in lieu of payment for overtime as provided for in the overtime clause of this agreement.

These overtime shifts will continue to count as rostered days off for the purposes of clause 14.3 (*Rostering Days Off*) and will not invoke the 34 or 55-hour rules. However, the ten hour break between shifts will still apply.

14.3.7.2. Where more than one public holiday occurs within a 4 week roster period, a rosterer may convert up to two RDOs to an employee's recreation leave balance and roster no less than 7 RDOs in the roster cycle. In these circumstances, RDOs will convert at the rate of 8 hours for full-time employees and 4 hours for part-time and flexible time employees.

14.3.8. **Maximum Days & Hours Worked Before RDO Must Be Provided**

14.3.8.1. Wherever possible, rosterers should attempt to provide 'Waged' employees (including casuals) with two consecutive days break after 50 hours (or 7 consecutive days worked), whichever occurs first. Where this is not possible,

- a) a minimum break of 34 hours will generally apply for all full-time, part-time, and flexible-time employees, except when a shorter break of a minimum of 31 hours is rostered in accordance with clause 14.3.5.2.; and
- b) a minimum break of 31 hours will apply for all casual employees.

14.3.8.2. An exemption to the 7 day penalty exists for Stage Managers and casual FOH staff however the 50 hour penalty will still apply as provided for in clause 14.3.9 (*Work in Excess of 50 Hours / 7 Days*).

- 14.3.8.3. In instances where continuity of staffing for a season, production or venue is required, hours in excess of 50 may be rostered by mutual agreement only.
- 14.3.8.4. Rosterers and employees should be mindful of WHS implications and suitable breaks when offering or accepting shifts involving over 50 hours or 7 days worked without a day off.
- 14.3.8.5. Where an already rostered shift is adjusted in order to provide the required break then the penalty provided in clause 14.5 (*Variation and Cancellation of Shifts*) will not apply.

14.3.9. Work in Excess of 50 Hours / 7 Days

Where the required break provided for in clause 14.3.8.1 (*Maximum Days & Hours Worked Before RDO Must Be Provided*) is not given, the following payment arrangements will apply depending on the nature of the breach:

14.3.9.1.	Where an employee accepts hours in excess of fifty (50) to a maximum of fifty - six (56) in any seven (7) day period	The employee will be paid overtime at double time or a penalty at 100% for all hours worked between the fiftieth (50 th) and fifty sixth (56 th) hour; provided that the employee has not accepted work in excess of fifty (50) hours on more than ten (10) occasions in a calendar year, or in excess of fifty (50) hours in the previous week.
14.3.9.2.	Where a full-time, part-time or flexible time employee accepts hours in excess of fifty - six (56) in any seven (7) day period	The employee will be paid overtime at double time (or a penalty at 100%) plus an additional accrual of recreation leave for all hours worked in excess of fifty - six (56) in any seven (7) day period. This overtime (or penalty) payment and leave accrual will apply for a minimum of four (4) hours.
14.3.9.3.	Where the required break is not provided on more than ten (10) occasions in a calendar year	The employee will be paid overtime at double time (or a penalty at 100%) plus an additional accrual of recreation leave. This overtime (or penalty) payment and leave accrual will apply for a minimum of four (4) hours.
14.3.9.4.	Where a full-time, part-time or flexible time employee works in excess of fifty (50) hours in any seven (7) day period, having worked greater than fifty (50) hours in the previous seven (7) day period	The employee will be paid overtime at double time (or a penalty at 100%) plus an additional accrual of recreation leave. This overtime (or penalty) payment and leave accrual will apply for a minimum of four (4) hours.
14.3.9.5.	Where a full-time, part-time or flexible time employee works in excess of seven (7) days without the required break	The employee will be paid overtime at double time (or a penalty at 100%) plus an additional accrual of recreation leave. This overtime (or penalty) payment and leave accrual will apply for a minimum of four (4) hours.

- 14.3.9.6. Where casual employees work hours that incur the additional penalties provided for in clauses 14.3.9.2, 14.3.9.3, 14.3.9.4 and 14.3.9.5, these hours will be paid at base rates of pay plus a penalty of 200% (triple time).

14.4. Shift Regulations

14.4.1. Minimum Shift Lengths

14.4.1.1. Full-time employees may be rostered a minimum shift length of 4 hours;

14.4.1.2. Part-time and Flexible time employees may be rostered a minimum shift length of 4 hours, with the exception of part-time and flexible time Front of House, Host and Welcome Team employees who may be rostered a minimum shift length of 3.5 hours.

Part-time and Flexible time Front of House, Hosts and Welcome Team employees may be rostered a shorter 3 hour shift where the employee is initially required to perform duties during a shift for less than two and three quarter (2.75) hours. Any extension of this shorter shift will result in the additional hours being paid as worked at the ordinary rate of pay with the standard minimum and maximum ordinary shift lengths applying.

14.4.1.3. Casual employees may be rostered a minimum shift length of 4 hours, with the exception of casual Tours, Front of House, Hosts and Welcome Team employees who may be rostered a minimum shift length of 3.5 hours.

Casual Front of House, Hosts and Welcome Team employees may be rostered a shorter 3 hour shift where the employee is initially required to perform duties during a shift for less than two and three quarter (2.75) hours. Any extension of this shorter shift will result in the additional hours being paid as worked at normal overtime rates of pay.

14.4.1.4. Meetings and Training

Full-time, part-time, flexible-time and casual employees may be rostered a minimum shift length of 2 hours for evacuation, WHS training, performance review and management meetings, staff meetings and skills training. These will be paid at ordinary rates of pay unless applicable penalty or overtime rates apply. Employees required to attend training or meetings must notify their rosterer at the earliest opportunity of the date, time and duration to enable the scheduling of training and meetings during ordinary hours wherever possible. Attendance at paid meetings does not constitute a change of shift. Employees may be assigned alternative duties for the remainder of their rostered shift where meetings or training finish earlier than anticipated.

Paid MEAA meetings will continue to be paid as a minimum call at ordinary rates of pay.

14.4.2. Maximum ordinary hour shift lengths

All employees, except as provided below, may work up to a maximum of 10 ordinary hours in a shift inclusive of paid crib breaks but not unpaid meal breaks, with the following exceptions:

14.4.2.1. Production Services employees (Staging, Lighting, Sound AV and Production Support) may work up to a maximum of 12 ordinary hours in a shift (inclusive of paid crib breaks but not unpaid meal breaks). Hours worked in excess of 10 hours and no more than 12 hours in a shift (inclusive of paid crib breaks but not unpaid meal breaks) will be:

- treated as ordinary hours in preference to overtime hours and therefore contribute to contracted hours commitments;
- paid at base rates of pay plus a penalty of 50% (time and one half) unless rostered on a Sunday or Public Holiday in which case the relevant penalty rate will apply; and

- paid at the applicable overtime rate provided for in this Agreement where these hours have been rostered as overtime.

Casual loading is absorbed into both the penalty or overtime rates payable on these hours.

14.4.2.2. Emergency Planning and Response Group (EPRG) employees may work up to a maximum of 12 ordinary hours in a shift (inclusive of paid crib breaks).

14.4.3. **Shift Inclusions (Change Time)**

14.4.3.1. Where SOH supplies, launders and keeps uniforms for front line customer service employees on site and these employees are required to wear uniforms during the shift they will be allowed 10 minutes in total within each rostered shift to change into and out of uniforms.

14.4.3.2. In addition, these classification will, dependent on the specific work requirements of each relevant work area, also be allocated additional time to prepare for duty and attend required briefings.

14.4.3.3. Where an employee is sufficiently dirty as a result of their work or are exposed to unhygienic substances to the extent that they are no longer reasonably presentable in public, time will be allocated within the shift to allow the employee to wash up.

14.4.3.4. All other work related functions will be allocated within a shift such as, but not limited to, cashing up.

14.4.3.5. Existing Payglobal payment practices in relation to 15 minute intervals will continue.

14.4.4. **Limits on Shift Lengths**

14.4.4.1. Full-time employees may be rostered for a maximum of ten short shifts in a four-week roster cycle. A short shift is a shift of less than five hours duration.

14.4.4.2. Where the operational requirements are such that employees are required to work shift spans greater than 12 hours, rostering will be completed following consultation and by mutual agreement.

14.4.4.3. Where the employee agrees they may be rostered for a maximum of six shifts with a span of greater than 12 hours in any four-week roster period.

14.4.4.4. In exceptional circumstances employees may be rostered to work more than six shifts of greater than 12 hours in any four-week roster period. Each additional shift will require consultation and mutual agreement, and WHS concerns must be considered.

14.4.5. **Number of Shifts Per Day**

An employee will be rostered their daily working hours in a single rostered shift, with the following exceptions:

- Front of House Attendants, contracted on a part-time, flexible-time and casual basis, may be rostered a split-shift, where up to two periods of work may be scheduled on the same day in this role.
- Employees contracted to work in multiple role classifications within SOH (as provided for in this Agreement) may be rostered to work up to a maximum of 2 separate shifts in any single day across these separate roles.

14.4.6. Breaks Between Shifts

- 14.4.6.1. A ten hour break will be provided between shifts (including overtime). If an employee has hours rostered prior to the conclusion of the appropriate ten hour break, they are not required to work those hours, but they will count towards ordinary hours of duty, and payment will be made as though the hours were worked until the required break has concluded.
- 14.4.6.2. In the case of an emergency, an employee may be asked to return to work prior to the conclusion of the appropriate ten hour break. If the employee agrees and returns to work, they will be paid their ordinary rate of pay plus 100% penalty in lieu of all other penalties until a ten hour break is given.
- 14.4.6.3. If the employee returns to work on a public holiday they will be paid their ordinary rate of pay plus 150% penalty (double and one half) in lieu of all other penalties until a ten hour break is given.

14.4.7. Meal Breaks and Crib Breaks (Breaks)

14.4.7.1. 'Change Time' will not cause the incurrance of a penalty in relation to this clause. The following breaks and payments will apply dependent on the nature of the hours being worked:

14.4.7.2.	<p>Meal Breaks (Ordinary Hours)</p> <p>A meal break is an unpaid break from work of between 30 minutes and one (1) hour duration during which employees are not required to remain on call or on site.</p> <p>No employee will be required to work for more than five hours continuously without a meal break. When practical meal breaks should be taken during the following hours:</p> <table style="margin-left: 40px;"> <tr> <td>Breakfast</td> <td>07.00 - 10.00 hours</td> </tr> <tr> <td>Lunch</td> <td>12.00 - 15.00 hours</td> </tr> <tr> <td>Dinner</td> <td>17.00 - 20.00 hours</td> </tr> <tr> <td>Supper</td> <td>22.00 - 01.00 hours</td> </tr> </table>	Breakfast	07.00 - 10.00 hours	Lunch	12.00 - 15.00 hours	Dinner	17.00 - 20.00 hours	Supper	22.00 - 01.00 hours
Breakfast	07.00 - 10.00 hours								
Lunch	12.00 - 15.00 hours								
Dinner	17.00 - 20.00 hours								
Supper	22.00 - 01.00 hours								
14.4.7.3.	<p><u>Break provided late or not taken</u> - Any employee required to work for more than five hours continuously without a meal break will be paid their ordinary rate of pay plus a penalty of 100% in lieu of any other applicable penalties from the expiry of the five hour period until the meal break is granted. On a public holiday the penalty rate will be paid their ordinary rate of pay plus a penalty of 150%.</p> <p>If an employee is unable to take the required meal break(s) during their shift then they will be paid their ordinary rate of pay plus a penalty of 100% penalty (or 150% on a public holiday) for all hours worked until an appropriate break is provided.</p> <p>Meal breaks outside ordinary hours shall be of 30 minutes duration.</p>								
14.4.7.4.	<p>Crib Breaks (Ordinary Hours)</p> <p>A crib break is a short paid meal break that is taken on the job. During a crib break an employee is required to remain on the premises and on duty to be available to attend to emergency situations.</p>								

	<p>Both during ordinary hours and overtime crib breaks of 20 minutes will be taken at times which are flexible and meet the needs of the SOH within the following guidelines:</p> <p>a) For work of more than 5 and not more than 7 hours one crib break. b) For each additional three hours or part thereof one crib break.</p> <p><u>Break provided late or not taken</u> - Any employee required to work for more than seven hours continuously without a crib break will be paid their ordinary rate of pay plus a penalty of 100% in lieu of any other applicable penalties until the break is granted. On a public holiday the penalty rate will be paid their ordinary rate of pay plus a penalty of 150%.</p> <p>The following classifications can be rostered for crib breaks:</p> <p>a) Stage Manager b) Operational Security Officer c) Duty Security Supervisor d) Theatre Manager e) Fire and Safety Officer f) Occupational Health Nurse</p>
14.4.7.5.	<p>Meal Breaks & Payments (Overtime)</p> <p>In addition to other payments where an employee is required to work overtime the following arrangements will apply.</p>
14.4.7.6.	<p>Employees who normally receive a meal break for every five hours worked (ordinary and overtime), and who work a minimum of 1.5 hours overtime, will be paid a meal break of at least 30 minutes and the applicable allowance reflective of the time band in which the overtime is worked as provided for in Schedule 3 of this Agreement.</p> <p>Meal allowance rates increase in line with increases in the reasonable meal allowance limit as set by the Australian Taxation Office.</p>
14.4.7.7.	<p>Crib Breaks & Payments (Overtime)</p> <p>Employees who normally receive a crib break will be provided with the required crib breaks whilst working overtime, and will be paid a meal allowance as set out in Schedule 3 to this Agreement for the first crib break and each subsequent crib break in addition to payment for overtime.</p> <p>These meal allowance rates will increase in line with increases in the reasonable meal allowance limit as set by the Australian Taxation Office.</p>

14.5. Variation & Cancellation of Shifts

- 14.5.1. The nature of the performing arts and tourism industries often results in unforeseen circumstances that may require amendments to shift finish times on the day, which do not attract the payment of shift variation penalties under this clause, however all other applicable penalties will apply.

Full-Time, Part-Time and Flexible Time Employees

- 14.5.2. A rostered shift of ordinary hours may be varied or cancelled, by providing 4 days' (96 hours) notice for all part-time and flexible time Tour Guides and 7 days' (168 hour) notice for all other full-time, part-time and flexible-time employees. A lesser period of notice may be mutually agreed.
- 14.5.3. Full-time, part-time and flexible-time employees who have not mutually agreed to vary or cancel a shift where less than the minimum notice is provided under this clause, will be paid the following:
- Where a shift is cancelled, the employee will be paid their ordinary rate of pay for all hours originally rostered;
 - Where a shift is varied, resulting in less hours worked within the timeframe of the originally rostered shift, the employee will be paid their ordinary rate of pay for all hours that were originally rostered and not worked;
 - Where a shift is varied, resulting in either:
 - a) the same hours being worked and different start and finish times, or
 - b) more hours being worked,the employee will be paid their ordinary rate of pay plus a penalty of 100% (or 150% on a public holiday) in place of any other penalty for all hours that fall outside the originally rostered shift (or the applicable overtime rate) and their ordinary rate of pay for all hours within the originally rostered shift that are worked.
- 14.5.4. Additional hours offered and accepted by part-time and flexible time employees, as provided for in clause 14.5 of this Agreement will not incur penalties under this clause.

Casual Employees

- 14.5.5. A rostered shift for a casual employee may be cancelled or varied by providing 3 days' (72 hours) notice to a casual Tour Guide, or 4 days' (96 hours) notice for all other casual employees. Where practicable, the SOH will provide casual employees with at least 7 days' (168 hours) notice of a variation or cancellation of a shift.
- 14.5.6. A rostered shift for a casual employee may be cancelled or varied by providing a minimum of 24 hours' notice in circumstances where the cancellation or variation has resulted from an emergency situation impacting the safety or useability of SOH equipment or venues or the public's ability to access or reach the SOH site.
- 14.5.7. Where a rostered shift of a casual employee is varied without their mutual agreement and the minimum notice is not provided under this clause, they will be paid for all shift hours worked, with no less than the originally rostered shift hours applying. Notwithstanding that casual Front of House employees are only notified of their shift commencement and reasonable estimate of the shift length.
- 14.5.8. Where a rostered shift of a casual employee is cancelled without their mutual agreement and the minimum notice is not provided under this clause, they will be paid for the shift as originally rostered.
- 14.5.9. Where amended shift finish times result in an extended shift, casual employees are required to complete their assigned tasks unless reasonable personal commitments prevent them doing so. These additional hours will be paid at the ordinary hourly rate of pay for their classification, unless these hours exceed the maximum ordinary hours provided for in this Agreement,

whereby applicable penalties or overtime will apply. Where this occurs for casual FOH staff rostered a shift of three hours, any additional time will be paid at normal overtime rates as provided for in this Agreement.

- 14.5.10. Where assigned tasks are completed prior to the nominated roster finish time, casual employees will be assigned other tasks or paid for the time worked or minimum call for the classification.

Written Confirmation

- 14.5.11. Employees are entitled to request written confirmation of any shift change and should this be provided are required to acknowledge receipt.

14.6. Additional Hours (By Mutual Agreement)

Part-time, Flexible time and Casual employees may be offered and accept additional ordinary hours above their minimum contracted hours at any time prior to these hours being worked. These additional hours will be paid at ordinary rates of pay and do not incur a penalty (including under the roster variation and cancellation clause), regardless of the notice provided, whether added to the beginning or end of an existing rostered shift or rostered as an additional separate shift.

15. Salaries and Wages

15.1. Payment of Wages / Salaries

- 15.1.1. All employees will be paid fortnightly by electronic funds transfer (EFT) into a bank, building society or credit union account/s as nominated by the employee.
- 15.1.2. Employees will be paid fortnightly on a Thursday unless a public holiday interferes in which case they will be paid the nearest working day prior to the public holiday.
- 15.1.3. On first engagement at the SOH, employees may elect to be paid via EFT at the end of their first week of employment. Advances on pay will only be available to those staff proceeding on recreation or extended leave and where the leave period applied for encompasses a normal scheduled pay day.

15.2. Pay Increases under this Agreement

Pay increases under this Agreement will be as provided for in the table below.

Payable from the first pay period on or after	Wage Increase
1 July 2022	2.53%
1 July 2023	2.53%

15.3. Rates of Pay

- 15.3.1. The rates of pay applicable at the time of certification of this Agreement are provided for in Schedule 1 of this Agreement.
- 15.3.2. Employees will be advised of the grade and level of their position in contracts of employment and payslips.

15.4. **Overpayments**

- 15.4.1. In cases where an employee has been overpaid, the SOH shall be entitled to recover such overpayment in full.
- 15.4.2. When an overpayment occurs, the SOH shall, as soon as possible, advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. A repayment schedule will then be agreed.
- 15.4.3. The suggested minimum rate at which the overpayment can be recovered on a fortnightly basis is an amount equal to 10% of the total overpayment to a maximum of 10% of the fortnightly gross.
- 15.4.4. Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on a fortnightly basis, the SOH shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's last day of duty.

15.5. **Underpayments**

- 15.5.1. If an employee thinks they have been underpaid they should verify the situation with their Supervisor or rosterer. If an underpayment is identified, the Supervisor or rosterer will immediately authorise payment and notify the Payroll Unit. Employees can then choose one of the following:
 - to have payment made via EFT on the next available working day,
 - to have the outstanding amount included in the next available pay,
- 15.5.2. If an alleged underpayment is not resolved then the provisions of the Dispute Prevention and Resolution (Clause 5) procedure apply.

15.6. **Waiting Time**

- 15.6.1. A rosterer will have no greater than 4 business hours to inform Payroll once notified by an employee of the existence and nature of a suspected underpayment and reach an agreement with the employee that an underpayment has occurred. The following process will be followed to resolve disputed underpayments as quickly as possible, with the provisions of waiting time suspended until the issue is resolved by payment of the employee.
 - A Supervisor, notified of a disputed underpayment, will have 24 hours to consider the issue and notify Payroll of their decision;
 - Human Resources, notified of an unresolved underpayment rejected by a Supervisor, will have 24 hours to consider and notify Payroll of their decision;
 - If the issue remains unresolved, the employee may raise this matter via the SOH Dispute Prevention & Resolution Procedure in this Agreement.
- 15.6.2. Once the Payroll Unit is notified of an agreed underpayment they will have eight standard business hours (Monday - Friday 9am -5pm) to make the required payment. the employee will be paid their base hourly rate plus a penalty of 100% for each standard business hour from the time of notification to the rosterer until the matter is resolved, up to a maximum payment of twice the amount of underpayment.
- 15.6.3. Waiting time is not payable where the circumstances of the delay are beyond the control of the SOH.

15.7. Termination Payments

Salaries and money due to an employee upon termination of employment will be paid by electronic funds transfer on the next available banking day following the employees last day of service.

15.8. Superannuation

15.8.1. All employees are entitled to the payment of Superannuation as provided by the Commonwealth Superannuation Guarantee (Administration) Amendment Act 2012, the rules of applicable NSW public sector superannuation schemes and NSW Government policies and procedures. The SOH will make employer contributions via EFT into a fund of the employee's choice once proof of the fund's compliance can be established with the Australian Taxation Office. New employees must elect a superannuation fund within 14 days of commencement so that superannuation guarantee contributions can be made. If no election is received in the specified time then membership will default to the First State Superannuation Fund.

15.8.2. Superannuation is not payable on overtime hours worked.

15.8.3. Employees may make personal contributions or salary sacrifice payments to complying superannuation funds.

15.9. Salary Sacrifice

15.9.1. Salary Sacrifice can in some circumstances provide an additional tax benefit to employees by paying certain expenses from gross earnings.

15.9.2. Salary sacrifice arrangements are available to all employees, subject to NSW State Government guidelines.

15.9.3. An employee is advised to seek expert financial advice before applying for salary sacrifice.

16. Public Holidays

16.1. Recognised Public Holidays

The following days will be regarded as public holidays for the purpose of this Agreement: Christmas Day, Boxing Day, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday Holiday, Labour Day, one additional day between Christmas and New Year's Day and any other public holidays proclaimed to operate throughout New South Wales.

16.2. Rostering on Public Holidays (Waged Employees)

16.2.1. Full-Time and Part-Time Employees are subject to the following public holiday provisions.

16.2.1.1. Wherever possible full-time and part-time employees will be entitled to time off on a public holiday. Where the operational requirements are such that employees are needed, rostering will be completed following consultation. Wherever possible, working arrangements will be set by mutual agreement.

16.2.1.2. Employees may be rostered for ordinary time and required to work. Public holiday penalties of 150% are payable in lieu of all other penalties. In the case of employees in receipt of a composite wage public holiday penalties of 150% on base salary rates are payable in addition to the composite penalties.

- 16.2.1.3. Employees may be rostered on for ordinary time and not required to work. In such circumstances they take the day off and are paid ordinary time rates. Employees in receipt of a composite wage will be paid ordinary time rates plus composite penalties.
- 16.2.1.4. A Full-Time Employee who is not rostered or is rostered on for less than eight hours on a public holiday will be paid a 100% penalty for the difference between the actual ordinary hours rostered and eight hours. If the manager and the employee agree, these additional hours may be added to the employee's annual leave entitlement instead.
- 16.2.1.5. A Part-Time Employee rostered off on a public holiday will be paid 100% penalty for four hours, or if the manager and the employee agree, an additional four hours may be added to the employee's annual leave entitlement instead.
- 16.2.1.6. Employees rostered for overtime on a public holiday will be paid double time and a half for overtime hours worked.
- 16.2.2. Casual employees who work ordinary time on a public holiday will be paid penalties of 150% (double time and one half) in lieu of all other penalties;
- 16.3. **Working on Public Holidays (Salaried Employees)**
If a Salaried employee is required to work on a public holiday, the employee will be given the equivalent number of hours off at a mutually convenient time. Such a time off in lieu arrangement will be administered at Department Manager level.

17. Penalties

- 17.1. Penalties are paid according to the time band in which the worked hours fall; this includes Sundays and Public Holidays.
- 17.2. **Monday to Saturday (Other than Public Holidays)**
- 17.2.1. The following penalties will apply for all ordinary hours worked by waged employees according to the time band in which the worked hours, or part of them, fall (except those employees in receipt of a composite wage as provided for in this Agreement).

17.2.1.1.	06:00 (six am) to 24:00 (midnight) Monday to Saturday	All ordinary hours worked will be paid at base rates of pay, plus scaled penalties as provided for in this clause.
17.2.1.2.	24:00 (midnight) to 06:00 (six am) Monday to Saturday	<p>All hours worked will be treated as ordinary hours in preference to overtime hours. However overtime hours may be worked where appropriate.</p> <p>Where these hours are rostered as <i>ordinary</i> hours, they will be paid at <i>base rates of pay plus a penalty of 50% (time and one half) for the first two hours worked and 100% (double time) for all hours worked thereafter</i></p> <p>Where these hours are rostered as <i>overtime</i> hours, the applicable overtime rates as provided for in clause 18 (<i>Overtime</i>) will apply.</p> <p>Casual loading is absorbed into both these overtime and penalty rates.</p>

17.2.2. Scaled Penalties

- 17.2.2.1. The annual adjustment in rates of pay provided in this clause will be suspended for the duration of this Agreement, resulting in the scaled penalty rate applicable for each role classification remaining unchanged from July 2017.
- 17.2.2.2. A scaled penalty will be paid to shift workers in job classifications as provided for in Schedule 2 of this Agreement.
- 17.2.2.3. This scaled penalty is calculated by averaging ordinary hours shifts worked Monday to Saturday between the hours of 06:00 to 24:00 Monday to Saturday and does not include penalties for hours worked between 24:00 to 06:00 Monday to Saturday or all hours worked on Sundays and Public Holidays.
- 17.2.2.4. Where an employee requests a change to working hours outside the normal roster for their classification and as a result a lower scaled penalty rate applies, they will not be entitled to claim compensation for any difference between their new and previous penalty earnings.
- 17.2.2.5. When new positions are created in SOH, or methods of rostering in any section have changed significantly since the last scaled penalty determination, then the appropriate scaled penalty rate shall be recalculated. If a new rate is determined it will apply from the start of the new roster.
- 17.2.2.6. If a realistic scaled penalty figure cannot be determined prior to a position commencing then a nominal penalty rate of no more than 7.5% will be paid for the first three roster terms (12 weeks). Following that time an appropriate scaled penalty can be determined using the actual hours worked during that period.
- 17.2.2.7. If the actual scaled penalty rate determined after the three month period exceeds what has been applied in the interim then back pay will be paid. If it is less, then the new lower rate will be applied from the date of determination but reimbursement of any monies paid in the trial period will not be sought.
- 17.2.2.8. Scaled penalties are payable on paid sick leave, but not payable on any other type of leave.
- 17.2.2.9. Determining the rate of a new scaled penalty is achieved by:
- a) Totalling the number of ordinary hours that occur in the new roster from Monday to Saturday between 6:00am and midnight (TOTAL).
 - b) Apply the 10%, 15% and 50% penalty structure from the Sydney Opera House (Staff) Award 2000 (as varied) to the hours in step 1 and determine the number of hours that would have fallen into each penalty band. Call them 10%P, 15%P & 50%P respectively.
 - c) Use the following formula to calculate a percentage that when applied to all ordinary hours in step one will result in the same total penalty payment that would have been received under the old penalty structure:
$$\{(0.1*10\%P) + (0.15*15\%P) + (0.5*50\%P)\} * 100 / \text{TOTAL}$$
 - d) This percentage is then taken to the nearest 0.25%. This figure plus any disability allowances shown in the table below becomes the scaled penalty rate.
 - e) A reduction in the scaled penalty rate will not result in a reduction in recreation leave accrual for the employee.

17.2.2.10. Annual Adjustment of Scaled Penalties

- a) The scaled penalty for each classification will be reviewed and adjusted on an annual basis to reflect working hours for each classification, noting that for the duration of this Agreement, scaled penalty rates will remain unchanged.
- b) In determining the new scaled penalty rates the previous calendar years data will be examined to ascertain the work patterns of each classification. In order to ascertain the average penalty for each classification all employees regularly working will have their shift patterns examined and this will provide the average scaled penalty percentage for each classification.
- c) Front of House permanent and casual employees who are regularly rostered will not be disadvantaged in the review by the calculation process. As such employees, who work at least one shift per roster period, will be taken into account for reviewing work patterns that ascertain the average penalty calculation for FOH Attendants.

17.3. **Sunday (Other than Public Holidays)**

- 17.3.1. All ordinary hours worked on a Sunday by all waged employees other than those in receipt of a composite wage between the hours of 00:00 to 24:00 will be paid at a penalty rate of 100% on base rates of pay.
- 17.3.2. Scaled Penalties and Casual Loading will not be paid on a Sunday.
- 17.3.3. Sunday Penalties are not payable on leave.

17.4. **Emergency Planning & Response Group Employees**

- 17.4.1. Ongoing and temporary employees in the classifications of Fire & Safety Officer, Operational Security Officer and Duty Security Supervisor, within the Emergency Planning & Response Group received a composite penalty of 25.6% to be paid in lieu of scaled penalties, night penalties, Sunday penalties and annual leave loading.
- 17.4.2. Composite penalties are paid on all ordinary hours including all forms of paid leave except Long Service Leave.
- 17.4.3. Due to the nature of regular and overnight 7 days shift patterns in the Emergency Planning & Response Group, ordinary hours worked between 2400 (midnight) to 0600 (6am) Monday to Saturday will be calculated at 35%.
- 17.4.4. Ordinary hours worked on a public holiday attract the composite penalty as well as the public holiday loading of 150% (non-compounding).
- 17.4.5. Overtime is calculated on the base rate only not including composite penalties.
- 17.4.6. Determining the rate of a composite penalty is achieved by applying the following formula:
 - A. Calculate the following:
 - a) Hours attracting scaled penalties and call it 'SP'
 - b) Hours attracting night penalties and call it '35%P'
 - c) Hours attracting Sunday penalties and call it 'SUNP'
 - d) Scaled penalty rate and call it 'SPR'
 - Allow For:
 - e) 38 hours for public holidays worked
 - f) 190 hours for recreation leave
 - g) TOTAL = the sum of a), b), c), e) and f) above

B. Having determined those number of hours, apply the following formula:

$$\{(SP*SPR) + (35\%P*0.35) + (SUNP*1) + (190*.175)\} *100 /TOTAL$$

This percentage becomes the composite penalty rate.

18. Overtime

18.1. Waged Employees

- 18.1.1. SOH may require a waged employee to work a reasonable amount of overtime to ensure work continuity, efficiency and practice, and will consult with employees when rosters are created and the need for overtime is identified.
- 18.1.2. When rostering overtime, EEO and WHS issues must be considered for the employee being rostered overtime and the colleagues they work directly with. If excessive levels of overtime are identified in any area, the causes need to be investigated.
- 18.1.3. An employee may decline to work overtime where this would result in them working unreasonable hours. In determining whether additional hours are unreasonable or reasonable, the following must be taken into account:
- the risk to an employee's health and safety from working the additional hours;
 - the employee's personal circumstances, including family responsibilities;
 - the operational needs of SOH;
 - the seniority of the employee's position; and
 - the notice, if any, given by SOH of the overtime and by the employee of their intention to decline it.
- 18.1.4. Payment for overtime will be calculated to the nearest quarter hour and overtime on each day will stand alone.

Full-time, Part-time, Flexible time and Casual Waged Employees (other than those receiving a composite penalty)

- 18.1.5. For all full-time, part-time, flexible-time and casual waged employees (other than those receiving a composite penalty), overtime will apply in the following circumstances at the specified rate below:
- 18.1.6. The first two hours of overtime worked will be paid at the rate of time and a half (150%); and double time (200%) thereafter, in the following circumstances:
- a) Where the following shift length maximums are exceeded:
- Production Services employees who work in excess of 10 hours and no more than 12 hours within a shift and these hours are treated as overtime (rather than paid as a penalty). These hours will be exclusive of unpaid meal breaks and inclusive of paid crib breaks.
 - For employees in Departments other than Production Services where greater than 10 ordinary hours are worked within a shift (exclusive of unpaid meal breaks and inclusive of paid crib breaks), other than on a Sunday or Public Holiday.

- b) All hours rostered and worked as overtime between 2400 (midnight) to 0600 (6am) on a Monday to Saturday.
 - c) Where in excess of 152 ordinary hours are worked in each 4 week roster period.
 - d) Where Casual FOH staff are rostered a shift of three hours and are required to work in excess of this shift length.
- 18.1.7. All overtime hours worked will be paid at the rate of double time (200%) where:
- a) Hours are worked in excess of 12 hours in a shift (other than a Sunday or Public Holiday);
 - b) Additional shifts are offered and accepted resulting in the employee having less than 9 rostered days off in a 4 week roster period (unless the employee has accrued leave in lieu of payment for overtime; and/or
 - c) An employee works overtime hours on a Sunday.
- 18.1.8. All overtime hours worked on a Public Holiday will be paid at the rate of double time and one half (250%).
- 18.1.9. An overtime rate applicable to circumstance will be paid where an employee works in excess of 50 hours/7 days as defined in clause 14.3.9 of this Agreement.

Full-time and Part-time Waged Employees Receiving a Composite Penalty

- 18.1.10. For all full-time and part-time waged employees receiving a composite penalty, overtime will apply in the following circumstances at the specified rate below.
- 18.1.11. The first two (2) hours of overtime worked will be paid at the rate of time and a half (150%); and double time (200%) thereafter, where in excess of 152 ordinary hours are worked in each 4 week roster period.
- 18.1.12. All overtime hours worked will be paid at the rate of double time (200%) where:
- a) Greater than 12 ordinary hours are worked within a shift (inclusive of paid crib breaks) other than on a Public Holiday; and/or
 - b) Additional shifts are offered and accepted resulting in the employee having less than 9 rostered days off in a 4 week roster period (unless the employee has accrued leave in lieu of payment for overtime); and/or
 - c) An employee works overtime hours on a Sunday.
- 18.1.13. All overtime hours worked on a Public Holiday will be paid at the rate of double time and one half (250%).

18.2. Leave in Lieu of Payment for Overtime

Prior to working a stand-alone overtime shift (where only overtime hours have been rostered) an employee may elect to have additional hours added to their recreation leave balance in lieu of additional payment. Where this applies, the employee will accrue recreation leave on the basis of one hour's leave for every hour of overtime worked, plus the following payment for all hours worked:

- Monday to Saturday - 100% of base pay.
- Sundays - 125% of base pay.
- Public Holidays - 150% of base pay.

18.3. Salaried Employees

Salaried positions work flexible hours on a 24 hour per day seven days per week basis, dependent on their job requirements and expectations. As these employees are paid a salary, elements of overtime have already been included in salaried earnings and there is no additional

payment for overtime. Any excessive hours worked will be managed in accordance with the Hours of Work (Salaried Employees) clause of this Agreement.

19. Transport Arrangements

19.1. Reimbursement of Parking Expenses

- 19.1.1. Upon presentation of proof of payment to their department manager or other authorised officer, all employees continuously engaged by SOH since the date of the closure of the Gardens Car Park on 6 April 1993, will be entitled to the reimbursement of fifty percent of the concessional parking rate applying at the Sydney Opera House Car Park.
- 19.1.2. The reimbursement will apply only in the following circumstances where the employee concerned is rostered or required to:
- commence work prior to 7.00am,
 - commence work after midday, or
 - finish work after 8.00pm.
- 19.1.3. Parking re-imburement claims should be made within 3 months of the expense being incurred.

19.2. Taxi Arrangements

- 19.2.1. Managers and supervisors with the appropriate delegation:
- must provide an employee who is rostered or required to finish work on or after midnight, or beginning a shift prior to 6am, with either a paid cabcharge or the reimbursement of parking expenses (at full concessional rate) in the SOH Car Park; and
 - may use their discretion to grant a cabcharge or parking reimbursement when reasonably satisfied that an employee finishing work prior to midnight has no suitable public transport available.
- 19.2.2. Cab charges will apply from SOH to the employee's place of residence, except where the employee lives beyond the Sydney suburban bus or train network where SOH will instead supplement an employee's normal public transport arrangements with a cab charge between SOH and the departure station, or the destination station and home.

20. Allowances

20.1. Allowances (All Employees)

20.1.1. Above-level Allowance

- 20.1.1.1. An employee may be temporarily assigned to undertake some or all the duties of a role with higher salary or remuneration.
- 20.1.1.2. Where a Supervisor authorises an employee to undertake some of the duties of role with higher salary or remuneration, they will provide the employee with written rationale of which duties are to be performed, and the resulting percentage of above-level allowance the employee will receive.

- 20.1.1.3. The minimum period an employee must undertake these above-level duties before payment may be authorised is one shift or day, except in the following circumstances:
- b) For waged employees in Production Services and the classifications of Ticket Sales Representative and Operational Security Officer, payment to the nearest quarter of an hour may be authorised for a minimum of two hours and for the number of hours during the shift in which they perform in the higher waged role.
 - c) Tour Guide waged employees will be paid an above-level allowance to the nearest quarter of an hour when they conduct backstage tours during the hours when no Supervisor is on duty.
- 20.1.1.4. Where a waged employee is authorised to undertake the duties of an above-level salaried role for a period that is expected to be less than four (4) weeks, the conditions under which employee is paid will remain unchanged. In these circumstances,
- the salaried rate of pay will be divided by forty-two (42) and multiplied by thirty-eight (38), and if applicable, adjusted by the authorised percentage.
 - overtime will continue to be payable; and
 - any penalties payable will be subsumed by the higher duties rate of pay. Where this is not possible, the higher duties allowance will not apply.
- 20.1.1.5. Where a salaried employee is authorised to undertake the duties of an above-level waged role for a period that is expected to be less than four (4) weeks, the employee will be employed in the higher paid waged role as if it were a salaried role, with no penalties or overtime payable, and with the waged rate of pay divided by thirty-eight (38) and multiplied by forty-two (42), and, if applicable, adjusted by the authorised percentage.
- 20.1.1.6. An employee may undertake higher duties for a maximum continuous period of twelve months, except in extraordinary circumstances where the SOH and the employee may agree to an extension beyond twelve months provided it complies with the GSE Legislation.
- 20.1.2. First Aid Allowance**
- 20.1.2.1. An employee who holds a current St. John's Ambulance Senior First Aid Certificate or equivalent and who is appointed by SOH as a First Aid Officer will be entitled to receive the appropriate allowance as determined by the Public Service Commission for the duration of the appointment.
- 20.1.2.2. Employment classifications required to hold the First Aid Certificate include Operational Security Officers and Fire and Safety Officers.
- 20.1.2.3. Payment will be made at the rate provided for in Schedule 3 of this Agreement. Full time staff will receive a fortnightly payment based on this rate and part-time staff will receive a pro-rata amount dependent upon their part time hours.
- 20.1.2.4. The allowance is paid during periods of recreation leave and paid sick leave of up to four weeks but not during long service (extended) leave.
- 20.1.2.5. Casual staff will receive an hourly allowance payable on all normal hours worked in the fortnight.
- 20.1.2.6. Employees must produce the original certificate to the Payroll Unit so that a copy can be placed on their personal file.

20.1.3. Community Language Allowance

- 20.1.3.1. The Community Language Allowance will be paid to employees who have passed examinations conducted by the National Accreditation Authority for Translators and Interpreters (NAATI) or the Community Relations Commission and who are sought by SOH to use their community language skills for the purposes of providing translation to people from Non English Speaking (NESB) backgrounds as an adjunct to their normal duties.
- 20.1.3.2. Information relating to exams is available from the Payroll Unit or by visiting the Community Relations Commission web site at www.crc.nsw.gov.au.
- 20.1.3.3. The Community Language Allowance will be made at the rate provided for in Schedule 3 of this Agreement and adjusted in line with movements in rates from time to time as determined by the Department of Premier and Cabinet. The Allowance will:
- be paid as an allowance in the nature of salary for all purposes under the provisions of this Agreement;
 - be paid on a pro rata basis to part-time and casual employees; and
 - be paid only once regardless of the number of languages actually spoken.
- 20.1.3.4. This allowance does not apply to Foreign Language Guides who are specifically employed for their language skills.

20.2. Allowances (Waged Employees)

20.2.1. Tool Allowance & Insurance

- 20.2.1.1. Employees in the classifications of Duty Technician who have electrical trade qualifications and are required to utilise their own personal tools in carrying out of their duties will be reimbursed the cost of purchase and maintenance of these tools at the rate provided for in Schedule 3 of this Agreement.
- 20.2.1.2. Employees in the classifications of Duty Technician who have mechanical fitting trade qualifications and are required to utilise their own personal tools in carrying out of their duties will be reimbursed the cost of purchase and maintenance of these tools at the rate provided for in Schedule 3 of this Agreement.
- 20.2.1.3. Adjustments to these rates will occur in line with salary / wage movements contained in this Agreement.
- 20.2.1.4. SOH will work with staff employed in the above classifications to develop a list of tools required in the performance of their duties. Once these tools have been supplied by SOH to an agreed quality and quantum this allowance will no longer be applicable.
- 20.2.1.5. SOH will guarantee that tools belonging to employees, which are used in the normal course of employment, are insured against loss or damage while on SOH's premises. The respective department manager will maintain a register of all employees' tools that are to be covered by insurance.
- 20.2.1.6. SOH may request that an employee store their tools on site during a particular job. If those tools are lost by theft from a break and enter then that employee will be entitled to be reimbursed by the SOH for loss of tools up to a value of \$1,000.00. Employees are required to take due care in safeguarding their personal tools while being used on site and ensuring their tools are safely secured in lockers, or elsewhere as agreed, when not in use.

20.2.1.7. Employees provided with tools by SOH will be responsible for their safe-keeping and will be required to pay SOH for the cost of replacing any tool if the employee causes the loss or damage due to gross negligence or theft by the actual employee. The value of the tools will be calculated by allowing for depreciation of 20% per annum.

20.2.2. Appearance Money

20.2.2.1. Production Services employees required to undertake their normal duties on stage/performance space while in view of an audience during the performance will be paid an allowance at the rate provided for in Schedule 3 of this Agreement.

20.2.2.2. This allowance will not apply to employees:

- a) working in a blackout on a stage;
- b) who handle musical instruments and other equipment during a concert interval, change in movement, act or program;
- c) in Sound & AV required to mix a concert or other performance in view of the audience.

20.2.2.3. Adjustments to this rate will occur in line with salary movements contained in this Agreement. SOH will attempt to resolve any disagreement as to the application of this allowance.

20.2.3. Costume Allowance

20.2.3.1. An employee who is eligible to receive an Appearance Allowance as provided for in Clause 20.2.2 (*Appearance Money*), who also is required to wear a costume in the carrying of their duties will be paid an additional allowance at the rate provided for in Schedule 3 of this Agreement. Adjustments to this rate will occur in line with salary movements contained in this Agreement.

20.2.3.2. SOH will attempt to resolve any disagreement as to the application of this allowance,.

20.2.4. Clothing Allowance

20.2.4.1. Employees who are required to perform their duties in formal attire will be reimbursed for expenses incurred in purchasing and laundering these garments as provided for in this clause.

20.2.4.2. For the purposes of this clause, 'formal attire' is considered to be clothing above the standard of a 'business' suit or dress, consisting of an equivalent standard to a dinner suit or an 'evening wear' style gown.

20.2.4.3. Employees required by SOH to provide and wear their own formal clothes while rostered on duty will be paid a clothing allowance at the rate provided for in Schedule 3 of this Agreement for any week in which one or more shifts require the wearing of such clothes. Full-time and part-time employees only may choose to alternatively receive this weekly allowance as an up-front payment at the beginning of each financial year. If an employee terminates their employment prior to the end of the financial year, these advanced monies will be recoverable from the employee, including from their final pay.

20.2.4.4. This rate will be adjusted in line with movements of the average Consumer Price Index (CPI) - general clothing and footwear index at the same time as adjustments to salary / wage movements contained in this Agreement

20.2.4.5. For those employees only occasionally required to wear formal attire (of the standard defined above) to carry out their role, as currently occurs in these circumstance, SOH will discuss this with the employee concerned and mutually agree to either reimburse the employee for the

hire of the formal attire or reimburse the employee for the cost of laundering their own formal attire.

20.2.5. Electrical Licence Allowance

20.2.5.1. Trade qualified electricians working in the classifications of Duty Technician will be reimbursed for the cost of maintaining an Electrician's trade licence as required by law to perform their role.

20.2.5.2. The Electrical Licence Allowance is payable at the rate provided for in Schedule 3 of this Agreement. Payment is made on an hourly basis, in addition to their base rate of pay. It will be treated as salary for all purposes.

20.2.5.3. Adjustments to this rate will occur in line with salary movements contained in this Agreement.

20.2.6. Forklift Licence Allowance

20.2.6.1. An employee, who, in the course of their employment, is licensed to and is required to operate a forklift, will be paid an allowance at the rate provided for in Schedule 3 of this Agreement.

20.2.6.2. Adjustments to this rate will occur in line with salary movements contained in this Agreement.

20.2.6.3. Employees must produce the original licence to the Payroll Unit so that a copy can be placed on their personal file.

20.2.7. Gantry Crane Licence Allowance

20.2.7.1. An employee, who, in the course of their employment, is licensed to and is required to operate a gantry crane, will be paid an allowance at the rate provided for in Schedule 3 of this Agreement.

20.2.7.2. Adjustments to this rate will occur in line with salary movements contained in this Agreement.

20.2.7.3. Employees must produce the original licence to the Payroll Unit so that a copy can be placed on their personal file.

20.2.8. Scaffolding/Rigging Allowance

20.2.8.1. An employee holding a Scaffolding or Rigging Certificate issued by SafeWork NSW and who is engaged on work requiring a certified person will receive an allowance at the rate provided for in Schedule 3 of this Agreement.

20.2.8.2. Adjustments to this rate will occur in line with salary movements contained in this Agreement.

20.2.8.3. Employees must produce the original certificate to the Payroll Unit so that a copy can be placed on their personal file.

20.2.9. Reimbursement of Security Licence

20.2.9.1. Appropriately qualified Emergency Planning and Response Group employees who are required by SOH and law to use their Security Licence to perform the function of their position, will be reimbursed the cost of maintaining a Security Licence.

20.2.9.2. SOH will reimburse the total cost of the Licence at the time of renewal upon production of the license and an appropriate receipt number to the Payroll Unit.

21. Leave Entitlements

21.1. Introduction

All leave entitlements, other than those specified, within clause 21.2 Annual (Recreation Leave) below, are provided for by the GSE legislation and referenced in the Public Service Industrial Relations Guide. These include but are not limited to the following:

- Extended (Long Service) Leave
- Family and Community Services Leave
- Leave Without Pay
- Leave for matters arising from domestic or family violence
- Military Leave
- Parental Leave
- Sick Leave
- Sick leave to care for a family member (Carers Leave)
- Special Leave
- Use of accrued leave to observe essential religious duties and cultural obligations

21.1.1. SOH will maintain an up to date summary of basic conditions on the SOH Intranet. However, for a comprehensive explanation of current conditions and their application, employees should refer to the NSW Government Employment Portal on the Public Service Commission (PSC) website (www.psc.nsw.gov.au/employmentportal) or contact the SOH Human Resources Department.

21.1.2. Casual employees are not entitled to any paid leave (except for any entitlement under the NSW Long Service Leave Act 1955 (as amended)), nor to annual leave loading.

21.2. Annual (Recreation) Leave

Annual (Recreation) Leave entitlements are provided for by this Agreement in so far as they differ from the Recreation Leave provisions of the Public Service Industrial Relations Guide.

21.2.1. Leave Accrual

21.2.1.1. Annual (Recreation) Leave will accrue on a daily basis at the following rates:

- a) 5 weeks or 200 hours per annum for full-time salaried employees
- b) 5 weeks or 190 hours per annum for full-time waged employees employed in classifications that attract a scaled penalty rate of 7.5% or more (or who commenced their employment prior to 1 July 2006 and have remained continuously employed in a role classification that previously accrued Annual (Recreation) Leave at this rate).
- c) 4 weeks or 152 hours per annum for full-time waged employees employed in classifications attracting a scaled penalty rate of less than 7.5%.

21.2.1.2. Part-time and flexible time employees accrue the same annual leave entitlements as full-time employees on a pro-rata basis.

21.2.1.3. Casual employees are not entitled to paid recreation leave. The casual loading incorporates a payment in lieu of this entitlement.

21.2.1.4. Accrued Annual (Recreation) Leave for temporary employees may be carried over successive contracts where immediately re-engaged on a new temporary contract without a break in employment.

21.2.2. Taking Leave

21.2.2.1. Employees are entitled to take a reasonable amount of recreation leave each year to ensure adequate rest and recuperation. For WHS reasons, and provided that sufficient leave is available, employees are required to take at least one consecutive period of recreation leave each year of at least 2 weeks (76 hours for waged employees or 80 hours for salaried employees, or pro rata of this amount for part-time and flexible time employees).

21.2.2.2. Annual (Recreation) leave must be approved prior to being taken and will be subject to the convenience of SOH. Applications for leave must be for periods of 30 minutes or longer and provide as much notice as possible. Except in exceptional circumstances, an employee will provide no less than 10 days advance notice of the requested leave. Where an employee accrues leave on a part-time basis and takes a period of leave, they may apply for this leave to be paid up to the full-time hourly equivalent.

21.2.3. Managing leave balances

21.2.3.1. MEAA and SOH agree that staff taking leave is an important part of managing fatigue and ensuring the health, safety and wellbeing of staff and visitors.

21.2.3.2. Accrued leave balances will be appropriately managed to minimise their financial and operational impact on SOH.

- a) An acceptable leave balance is up to 6.25 weeks for all employees accruing 5 weeks per annum; up to 5 weeks for all employees accruing 4 weeks per annum; and a pro-rata equivalent of this amount for part-time and flexible time employees.
- b) The maximum allowable leave balance that may be accrued for employees under this Agreement is 8.75 weeks (350 hours) for full-time salaried employees; 8.75 weeks (332.5 hours) for full-time waged employees accruing a full-time equivalent of 5 weeks per annum; 7 weeks (266 hours) for full-time waged employees accruing a full-time equivalent of 4 weeks per annum; or a pro rata equivalent for part-time and flexible time employees.

21.2.3.3. SOH will ensure that employees are notified of their recreation leave balances through regular pay slips and will notify an employee when their accrued leave balances exceeds the upper value of the acceptable balance range above so they can adequately plan a mutually convenient absence from work.

21.2.3.4. SOH recognises that implementing the agreed reduction in leave balance thresholds in clause 21.2.3.2 of this Agreement will result in some staff immediately exceeding these new lower thresholds. SOH is committed to working with these employees to plan mutually beneficial leave absences over the 12 months following the approval of this agreement.

21.2.3.5. Where an employee is prevented from taking recreation leave due to reasonable operational or personal reasons, their manager will provide Human Resources with a leave management plan that specifies the period of time leave will be conserved and the mechanisms to ensure leave balances remain within an acceptable range. In exceptional circumstances, approval may be given for an employee to conserve their balance and continue to accrue leave above the maximum accrual rate.

21.2.4. Cashing-out Recreation Leave

It is preferable that employees take their full recreation leave entitlement each year to ensure they have adequate time away from work to rest and recover. However, to reduce leave liabilities and improve the flexibility by which employees access their leave:

- a) an employee who is entitled to accrue 5 weeks of Recreation Leave per annum in accordance with clause 21.2.1.1 or 21.2.1.2, is entitled to request the 'fifth week' of their accrued leave to be cashed out. A request to cash out the leave is to be made in writing.
- b) An employee can also cash out the portion of their existing Recreation Leave balance which represents the accrued 'fifth-week' of recreation leave untaken in each leave year from December 2013 ('accessible balance') calculated by SOH Payroll.
- c) Cash payments will be no less than the amount that would have been payable to the employee had they taken the leave at the time the payment is made.
- d) Cashing out is subject to a leave balance of 2 weeks' leave remaining after the cashing out.

21.2.5. Annual Leave Loading (Waged Employees)

- 21.2.5.1. Full-time, Part-time and Flexible-time 'waged' employees are entitled to the payment of an annual leave loading of 17.5% of the monetary value of recreation leave accrued in the normal way in the previous leave year. This payment will not apply to salaried employees who receive an allowance for this payment in their salaries. A separate lump sum payment for annual leave loading is not payable to Emergency Planning & Response Group employees in receipt of a composite wage as it is included in their composite penalty payments.
- 21.2.5.2. The annual leave loading entitlement will be calculated on base pay and will exclude penalties. The annual leave loading will however include higher duties provided they have been paid continuously for more than 12 months.
- 21.2.5.3. Annual leave loading will be paid in full to an employee at the time they take a minimum of two weeks recreation leave or when the balance of leave loading is calculated at 30 November each year.

22. Notice of Termination

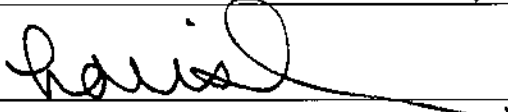
- 22.1. Except where misconduct justifies summary dismissal, SOH will give any ongoing employee it terminates for any reason a minimum of two weeks' notice, or payment in lieu of notice.
- 22.2. Except where misconduct justifies summary dismissal, SOH will give any temporary employee it terminates for any reason a minimum of two weeks' notice, or payment in lieu of notice, subject to that employee having at least two weeks left in their engagement.

23. Signatories to the Agreement

In recognition of the acceptance of the terms and conditions of this Agreement (including all Attachments), the parties have placed their signatures below as indicated.

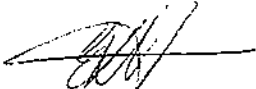
Sydney Opera House

Signed on behalf of the Sydney Opera House Trust

Name Louise Herson
Signature  Date 29.9.22

Media Entertainment Arts Alliance

Signed on behalf of the Media Entertainment Arts Alliance

Name Erin Madeley
Signature  Date 28 September 2022

a) Schedule 1 – Base Rates of Pay

EA 2022-24 Remuneration Rates

As at 8 July 2022		'Salaried' Employment Annual Rate of Pay														
Grade	Level	CED 'Work Value' Points	Role	p.a.	p.h.	PP1	PP2	PP3	PP4	PP5	PP6	PP7	PP8	PP9	PP10	PP11
5	2	617 - 683	General	\$116,027	\$ 58,5174	\$154,523	\$155,871	\$157,778	\$159,684	\$161,593	\$163,497	\$165,407	\$167,313	\$169,222	\$171,129	\$172,998
5	1	550 - 616	General	\$109,342	\$ 55,1458	\$137,729	\$137,883	\$139,880	\$141,879	\$143,881	\$145,877	\$147,876	\$149,874	\$151,874	\$153,871	\$155,207
4	3	484 - 549	General	\$101,399	\$ 51,1395	\$129,327	\$130,437	\$132,616	\$134,797	\$136,976	\$139,157	\$141,335	\$143,513	\$144,445		
4	2	417 - 483	General	\$95,395	\$ 48,1117	\$115,893	\$117,173	\$119,391	\$121,607	\$123,820	\$126,038	\$128,257	\$131,009			
4	1	350 - 416	General	\$88,825	\$ 44,7977	\$102,456	\$104,094	\$106,274	\$108,455	\$110,632	\$112,815	\$114,994	\$117,173	\$117,571		
3	3	300 - 349	General	\$85,322	\$ 43,0318	\$97,414	\$98,826	\$100,913	\$103,004	\$105,094	\$107,179	\$107,492				
			Stage Manager	\$87,028	\$ 43,8923											
3	2	250 - 299	General	\$81,684	\$ 41,1967	\$89,019	\$90,652	\$92,697	\$94,739	\$96,782	\$98,826	\$99,096				
3	1	200 - 249	General	\$73,979	\$ 37,3110	\$80,619	\$82,294	\$84,381	\$86,472	\$88,562	\$90,652	\$90,699				
			Audio Visual Technician	\$75,534	\$ 38,0949											
			Sound Technician	\$75,534	\$ 38,0949											
			Lighting Technician	\$74,794	\$ 37,7213											
			Staging Technician	\$74,645	\$ 37,6464											
			Production Support Duty Technician	\$74,572	\$ 37,6095											
2	3	174 - 199	General	\$69,914	\$ 35,2604	\$72,224	\$73,904	\$75,581	\$77,256	\$78,935	\$80,615	\$82,299				
2	2	147 - 173	General	\$65,707	\$ 33,1391	\$67,183	\$68,723	\$70,259	\$71,800	\$73,339	\$74,877	\$76,421				
2	1	120 - 146	General	\$61,361	\$ 30,9471	\$63,826	\$65,336	\$66,848	\$68,359	\$69,869	\$71,380					
1	3	105 - 119	General	\$56,870	\$ 28,6823	\$58,782	\$60,299	\$61,811	\$63,320	\$64,832	\$66,346					
			Sound Operator	\$58,064	\$ 29,2839											
			Lighting Operator	\$57,497	\$ 28,9977											
			Staging Operator	\$57,382	\$ 28,9400											
1	2	90 - 104	General	\$52,239	\$ 26,3461	\$53,868	\$55,260	\$56,769	\$58,281	\$59,789	\$61,306					
1	1	75 - 89	General	\$47,467	\$ 23,9397	\$49,549	\$51,018	\$52,488	\$53,955	\$55,427						

EA 2022-24 Remuneration Rates

As at 7 July 2023

		'Salaried' Employment Annual Rate of Pay														
Grade Level	CEO Work Value Points	Role	p.a.	p.h.	PP1	PP2	PP3	PP4	PP5	PP6	PP7	PP8	PP9	PP10	PP11	
5	2	617 - 683	General	\$118,962	\$ 59,979	\$158,432	\$159,815	\$161,770	\$163,724	\$165,681	\$167,633	\$169,592	\$171,546	\$173,503	\$175,459	\$177,375
5	1	550 - 616	General	\$112,108	\$ 56,540	\$141,214	\$141,371	\$143,419	\$145,469	\$147,521	\$149,568	\$151,617	\$153,666	\$155,716	\$157,764	\$160,159
4	3	484 - 549	General	\$103,964	\$ 52,433	\$132,599	\$133,737	\$135,971	\$138,207	\$140,441	\$142,678	\$144,911	\$147,144	\$148,099		
4	2	417 - 483	General	\$97,808	\$ 49,328	\$118,825	\$120,137	\$122,412	\$124,684	\$126,953	\$129,227	\$131,502	\$134,324			
4	1	350 - 416	General	\$91,072	\$ 45,931	\$105,048	\$106,728	\$108,963	\$111,199	\$113,431	\$115,669	\$117,903	\$120,137	\$120,546		
3	3	300 - 349	General	\$87,481	\$ 44,120	\$99,879	\$101,326	\$103,466	\$105,610	\$107,753	\$109,891	\$110,212				
			Stage Manager	\$89,230	\$ 45,002											
3	2	250 - 299	General	\$83,751	\$ 42,230	\$91,771	\$92,945	\$95,042	\$97,136	\$99,231	\$101,326	\$101,603				
3	1	200 - 249	General	\$75,851	\$ 38,255	\$82,659	\$84,376	\$86,516	\$88,660	\$90,803	\$92,945	\$92,994				
			Audio Visual Technician	\$77,445	\$ 39,058											
			Sound Technician	\$77,445	\$ 39,058											
			Lighting Technician	\$76,686	\$ 38,675											
			Staging Technician	\$76,334	\$ 38,598											
			Production Support Duty Technician	\$76,459	\$ 38,561											
2	3	174 - 199	General	\$71,683	\$ 36,152	\$74,051	\$75,774	\$77,493	\$79,211	\$80,932	\$82,655	\$84,381				
2	2	147 - 173	General	\$67,369	\$ 33,977	\$68,883	\$70,462	\$72,037	\$73,617	\$75,194	\$76,771	\$78,354				
2	1	120 - 146	General	\$62,913	\$ 31,730	\$65,441	\$66,989	\$68,539	\$70,088	\$71,637	\$73,186					
1	3	105 - 119	General	\$58,309	\$ 29,408	\$60,269	\$61,825	\$63,375	\$64,922	\$66,472	\$68,025					
			Sound Operator	\$59,533	\$ 30,024											
			Lighting Operator	\$58,952	\$ 29,731											
			Staging Operator	\$58,834	\$ 29,672											
1	2	90 - 104	General	\$53,561	\$ 27,017	\$55,231	\$56,658	\$58,205	\$59,756	\$61,302	\$62,857					
1	1	75 - 89	General	\$48,668	\$ 24,544	\$50,803	\$52,309	\$53,816	\$55,320	\$56,829						

b) Schedule 2 - Scaled Penalties

Position	Portfolio	Department	Disability Allowance Component*	Scaled Penalty Rate – inclusive* (Effective January 2018)
Duty Technician	Building, Safety & Security	Building Operations	1.25	13.75
Occupational Health Nurse	Building, Safety & Security	Safety	0	15.50
Fire and Safety Officer (Casual)	Building, Safety & Security	Emergency Planning & Response Group	0	12.50
Operational Security Officer (Casual)	Building, Safety & Security	Emergency Planning & Response Group	0	12.50
Audio Visual Technician	Production & Events	Production Services	0.25	13.75
Lighting Operator	Production & Events	Production Services	0.25	14.00
Lighting Technician	Production & Events	Production Services	0.25	14.00
Lighting Supervisor	Production & Events	Production Services	0.25	14.00
Sound Operator	Production & Events	Production Services	0.25	13.75
Sound Technician	Production & Events	Production Services	0.25	13.75
Sound Supervisor	Production & Events	Production Services	0.25	13.75
Staging Operator	Production & Events	Production Services	0.25	15.25
Staging Technician	Production & Events	Production Services	0.25	15.25
Staging Supervisor	Production & Events	Production Services	0.25	15.25
Production Support Duty Technician	Production & Events	Production Services	0	12.25
Stage Manager	Production & Events	Event Operations	0	11.50
Creative Play Facilitator	Programming	SOH Presents	0	11.50
Front of House Theatre Manager	Visitor Experience	Front of House	0	21.25
Front of House Attendant	Visitor Experience	Front of House	0	22.00
Sydney Opera House Host	Visitor Experience	Host & Welcome Team	0	14.75
Welcome Team Ambassador	Visitor Experience	Host & Welcome Team	0	17.50
Ticket Sales Representative	Visitor Experience	Ticketing Services	0	11.50
Tour Guide	Visitor Experience	Tours & Retail	0	11.25
Tours Team Leader	Visitor Experience	Tours & Retail	0	7.50

c) Schedule 3 - Allowance Payment/Adjustment Schedule

Allowance	Clause	Adjusted by	Frequency	July 2022 Rate	July 2023 Rate										
Appearance Allowance	20.2.2	Salary movements in this Agreement	Annual	\$15.19 per performance	\$15.58 per performance										
Clothing Allowance	20.2.4	Annual movements of the CPI Clothing Index	At the same time as salary / wage movements are applied in this Agreement	\$11.23 per week (as at June 2022)	To be determined										
Community Language Allowance	20.1.3	Department of Premier & Cabinet	As provided	\$1,520 per annum	To be determined										
Costume Allowance	20.2.3	Salary movements in this Agreement	Annual	\$7.21 per performance	\$7.39 per performance										
Electrical Licence Allowance	20.2.5	Salary movements in this Agreement	Annual	\$2,768 per annum	\$2,838 per annum										
First Aid Allowance	20.1.2	Department of Premier & Cabinet	As provided	\$979 per annum	To be determined										
Forklift Licence Allowance	20.2.6	Salary movements in this Agreement	Annual	\$365 per annum	\$374 per annum										
Gantry Crane Licence Allowance	20.2.7	Salary movements in this Agreement	Annual	\$506 per annum	\$519 per annum										
Meal Allowance (Overtime)	14.4.7.6	'Reasonable Meal Allowance Limit' as set by the Australian Tax Office (ATO)	Annual as determined by the ATO	<table border="1"> <thead> <tr> <th>Timeband</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>06:00 to 10:00</td> <td>\$26.54</td> </tr> <tr> <td>10:00 to 15:00</td> <td>\$33.25</td> </tr> <tr> <td>15:00 to 23:00</td> <td>\$33.25</td> </tr> <tr> <td>23:00 to 06:00</td> <td>\$26.54</td> </tr> </tbody> </table>	Timeband	Rate	06:00 to 10:00	\$26.54	10:00 to 15:00	\$33.25	15:00 to 23:00	\$33.25	23:00 to 06:00	\$26.54	To be determined
Timeband	Rate														
06:00 to 10:00	\$26.54														
10:00 to 15:00	\$33.25														
15:00 to 23:00	\$33.25														
23:00 to 06:00	\$26.54														
Crib Allowance (Overtime)	14.4.7.7	'Reasonable Meal Allowance Limit' as set by the Australian Tax Office (ATO)	Annual as determined by the ATO	\$19.43 for the first crib break; and \$16.16 for each subsequent crib break	To be determined										
Reimbursement or Security Licence	20.2.9	Full Cost Reimbursement	Not Applicable	Not Applicable	Not Applicable										
Scaffolding / Rigging Allowance	20.2.8	Salary movements in this Agreement	Annual	\$0.96 per hour	\$0.99 per hour										
Tool Allowance & Insurance of Tools	20.2.1	Salary movements in this Agreement	Annual	\$1,109 per annum (Electrician) \$2,032 per annum (Mechanical Fitter)	\$1,137 per annum (Electrician) \$2,084 per annum (Mechanical Fitter)										