



## **Employment agreement, and Individual Flexibility Agreement under the Live Performance Award 2010**

Congratulations, Show Support Pty Limited ("Show Support") is offering you casual employment in accordance with the terms and conditions of this agreement.

Please read this agreement carefully, and forward a signed copy to Show Support Head Office at PO Box 50, Bardwell Park, NSW, 2207.

### **Your role**

You will be engaged as a Crewing Services Employee. This role involves following the direction of more senior employees of Show Support and Technicians on each site (including those of Show Support's clients).

Initially, where you have no experience with Show Support, you will be engaged as a Junior Employee (for the first 228 hours that you work with us). This is a Production and Support Staff Level 1 position, under the Live Performance Award 2010 (the **Award**), and Show Support is a "Crewing Services Employer" as defined in that Award.

On the successful completion of the first 228 hours, you will then progress to being a Standard Employee, which is a Production and Support Staff Level 2 position under the Award.

In exceptional circumstances, you may be another level under the Award (such as where you join Show Support with extensive experience and relevant qualifications). Further to this, over time you will develop skills and experience that mean you will work in positions that are of a higher level under the Award. In these circumstances, you will be separately and formally notified of the applicable level under the Award.

### **Your responsibilities**

All employees of Show Support must, at all times:

- operate equipment and conduct themselves in a safe and responsible manner
- act with respect towards colleagues, clients and the general public
- keep confidential and secret information confidential and secret
- follow the reasonable and lawful direction of Show Support, as their employer, and as represented by the management structure applicable to your position in any given job (if unsure of who your managers are, or the chain of command, consult with a colleague, or call Head Office)
- wear the appropriate uniform, including steel cap boots – which you are required to wear to every single engagement as a condition of your employment
- maintain the tools necessary for the efficient and safe execution of your position, and bring them to every gig
- stay until the job is completed (irrespective of the finish time previously provided to you), unless that is not safe

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- stay for the full duration of the minimum call (normally 3 hours) – if the client is late or may not show up, then you must wait for the full minimum call in case they do show up (you are being paid for this time)
- where on call, you must answer your phone, have the tools and clothing you need, be sober and ready to start work if we call you (we will call you first if you are on call)
- take responsibility for the recording of your time through promptly SMSing all start and finish times

Further to the above, you must, in all cases, turn up to work on jobs that you have accepted to work on – blowing out a gig is absolutely unacceptable and may result in you failing to get any future opportunities for work with Show Support. If exceptional circumstances exist and you are unable to attend a job that you have already accepted, you must provide as much notice as possible to Show Support Head Office so that alternative arrangements can be made – this notice must be at least 2 days before you are due to work.

### **Policies**

The following policies, as amended, contain the detail of your responsibilities as listed above:

- OHS policy
- Workplace Behavior Policy
- Attire and Equipment Policy

You must comply with all policies issued by Show Support, whether in existence at the time of entering into this contract or not, and take personal responsibility to read and understand all policies as they apply to you. The policies issued by Show Support do not form part of this agreement, rather are written lawful and reasonable directions as employer.

### **Hours of work**

Show Support provides services to its clients at all hours of every day. Accordingly, you may be required to work at any time on any day. Your pay rates provide an amount to compensate you for this.

The **maximum** hours in any week that you will ever be **required** to work will be 38.

If you would like the opportunity for further work please also sign the Individual Flexibility Agreement contained in Schedule 1 to this agreement. Staff who sign the Individual Flexibility Agreement in Schedule 1 will be placed on the “open” roster, rather than the “restricted” roster (which allows for a maximum of 38 hours to be worked in any week). Entry into the Individual Flexibility Agreement is **not** a condition of your employment, and the terms of that agreement can be terminated on notice by either party, or at any time by agreement. Aside from the access to hours in excess of 38 hours in any week, you will not be treated any differently where you do not enter into the Individual Flexibility Agreement contained in Schedule 1.

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**Base pay rates**

You will be paid the following hourly rates, which are in excess of the statutory minimum applicable to your position including allowances (and will be updated where necessary):

Type	Day Base Rate	Night Base Rate
Junior Employee	\$19	\$26
Standard Employee	\$19	\$27

As you progress, you will receive a higher rate. This will be notified to you separately to this agreement.

Superannuation is paid in addition to your base pay rates, to a complying superannuation fund nominated by you in writing (or our default fund where not otherwise nominated).

**Bonus payments**

All employees are eligible to bonus payments. The bonus payments for Junior and Standard Employees are:

Type	Day Bonus Rate	Night Bonus Rate
Junior Employee	\$1	Nil
Standard Employee	\$3.50	\$0.50

Bonus payments are to reward employees who do the right thing and go beyond the bare minimum. All bonus payments are at the absolute discretion of Show Support, but will never be paid in circumstances where you:

- are not ready to commence work at the exact start time (this will generally require you to be to work before your start time);
- don't wear the full correct uniform, in a clean and presentable state;
- fail to bring the tools and equipment necessary to carry out your role effectively;
- are negligent, reckless or pose a threat to your safety or that of anyone else; or
- do not SMS your times in within 15 minutes of the end of each shift.

Other factors which impact on your chances of earning the bonus are relevant to your value as a member of the team. These include:

- your attitude – if you are angry, moody or prickly you impact on the mood of others, and are not nice to work with
- your willingness – any refusals to help out where help is needed, irrespective of whether it is in your actual job description, damages the progress of a job
- your language – you are a representation of Show Support, and at all times should be mindful of the image you portray of the company

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- your preparedness – you are an adult and are aware of the food and water you need over the course of your shift, if you fail to take responsibility for your own wellbeing you are letting yourself, and your team, down
- your initiative – you should always be working hard, helping others and contributing to getting the job done as quickly as is safely possible
- your discretion – our role is “backstage” and we should not be seen by the general public. Always use the staff entrance, wait in an appropriate place (this is not in the foyer, bar or concert/presentation area), use the goods lift when there is one and always wait for the Tech in charge to give the word to start bumping out. If you are ever in doubt of any of these things, ask an appropriate person. Finally, always do what the security staff says
- your attention – you are employed to do a job, and for that time your full attention is needed on that job. Making calls, sending messages or other social interaction diverts your attention from getting the job done
- your style – always be neat, cover your tattoos and piercings, do your hair and be clean and fresh for each job

All of the above components are essential elements of a successful Show Support employee. Failure to strive to be excellent in every way will not only impact on your bonus payment – we will consider very carefully whether to offer you any other opportunities to work with us in the future, and in some cases may terminate your employment immediately.

### **Location**

You will be required to work at such places as directed by Show Support, which may be anywhere in the greater Sydney metropolitan basin. No additional remuneration will be paid for this (however, if it is unsafe to return to the city, such as at a time where no transport is running or the location is isolated, then you may catch a taxi to the closest place of transport or, if appropriate, to the city – you must first ask the client whether they will cover this cost, and follow their direction, where the client will not cover the cost, keep the receipt containing the ABN of the taxi driver and submit it to Show Support Head Office for reimbursement).

### **Protection of Show Support’s interests**

It is a condition of your employment that you agree in the Restricted Period and Restricted Territory (either personally or through any other entity):

- never to attempt to poach or entice any other Show Support employee to leave their employment, or work for a competitor
- not to approach anyone that you worked with in the last 6 months of your engagement by Show Support with an offer of alternative employment, in any form
- never to provide a client or other contractor or person on a job with your personal contact details (if they ask you for it, direct them to Show Support Head Office)
- not to commence employment with any client of Show Support that you worked with in the 6 months immediately preceding such commencement

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- not to solicit or endeavor to solicit away from Show Support the business of any client (including potential clients who Show Support is actively seeking to have as a client)
- never to act in conflict with the interests of Show Support, including through preferring contractors, suppliers or other entities on the basis of a personal connection

In this agreement, "Restricted Period" means 6 months from the date of your last shift with Show Support or other termination of this agreement, and "Restricted Territory" means the State of New South Wales.

Nothing in this agreement prevents you from being a shareholder in any company or working for other organizations during the period you are employed by Show Support.

If any of the restrictions in this clause are judged to go beyond what is reasonable in the circumstances and necessary to protect the legitimate interests of Show Support but would be judged reasonable and necessary if any activity, the Restricted Period or the Restricted Territory was deleted or reduced, then the restriction applies with that part deleted or reduced by the minimum amount necessary to make that clause reasonable in the circumstances.

You acknowledge that:

(a) the restrictions in this clause are reasonable in the circumstances and necessary to protect the business interests and goodwill of Show Support;

(b) Show Support has offered you employment on the terms set out in this agreement in reliance on your acknowledgement that the restrictions in this clause are reasonable and your agreement to comply with these restrictions; and

(c) damages may not be a sufficient remedy for Show Support for any breach of this clause and Show Support is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by you, in addition to any other remedies available to Show Support at law or in equity.

### **Termination**

Show Support may terminate your engagement at any time, by providing verbal notice (provided that, unless the following paragraph applies, you will be entitled to the minimum call for your final shift).

Show Support may terminate your engagement immediately (without any need to pay the minimum call referred to above) where:

- you engage in serious misconduct;
- you commit a serious or repeated breach of this agreement or of your obligations of employment;
- you are guilty of any conduct tending to bring Show Support into serious disrepute;

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- you misuse any of Show Support's equipment or systems (including information technology systems) in a way that breaches any specific policy on the use of such equipment and systems; or
- you are imprisoned for any reason or convicted of a crime other than under the Road Traffic Acts.

### **Legal clauses**

(a) You agree that the payment of your base wage is specifically in lieu of the entitlements you would otherwise receive if you were paid in accordance with the minimum Award amounts prescribed by the relevant Award, and that to the extent that any amounts are paid in excess of that minimum, that they may set off any liability, claim or entitlement that you may claim against Show Support with respect to your employment and Show Support shall be entitled to set off in the event of any claim by you, or any person or entity which is representing you.

(b) Further to paragraph (a) above, you agree to indemnify and hold harmless Show Support against any liability, losses, damage, actions or claims arising from or in relation to any payments or other entitlements from your employment with Show Support resulting from such entitlements, to the full extent of the set off specified in paragraph (a) above.

(c) Show Support will be required to request and hold personal information relating to you for the purposes of administering your employment. Show Support may be required to disclose personal information it holds regarding you to its related companies and other third parties for purposes related to your employment. You consent to Show Support or any of its related bodies corporate disclosing such information.

(d) You warrant that you are free to commence employment with Show Support and that the execution or performance of this agreement by you will not breach any other agreement to which you are a party as at the date you sign this agreement.

(e) These terms constitute the entire agreement of the parties about its subject matter and any previous agreements, understandings and negotiations on that subject matter cease to have any effect.

(f) Any provision of, or the application of any provision of, this agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

Any provision of, or the application of any provision of, this agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this agreement.

(g) The failure of either party at any time to require performance by the other party of any provision of this agreement does not affect the party's right to require the performance at any time.

The waiver by either party of a breach of any provision may not be held to be a waiver of any later breach of the

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provision or a waiver of the provision itself.

(h) This letter of employment can only be varied by the agreement of both parties in writing.

(i) Your employment is governed by the laws in force in the State of New South Wales from time to time.

(j) This agreement may be signed in counterparts.

Yours sincerely

\_\_\_\_\_  
Show Support

Name:

Position:

Dated:

**CREW MEMBER TO PLEASE SIGN BELOW:**

I accept employment with Show Support on the terms and conditions set out in this letter.

\_\_\_\_\_  
**PRINT YOUR NAME:**

\_\_\_\_\_  
**SIGN YOUR NAME:**

\_\_\_\_\_  
**DATED:**



**Schedule 1  
Individual Flexibility Agreement**

Your employment is covered by the **Live Performance Award 2010**, and unless you are otherwise notified your position is initially a **category 1** level under that Award, which will move to a **category 2** level on the successful completion of 228 hours of work with Show Support (unless terminated or not provided with the full 228 hours of such work, for whatever reason).

Show Support is a “Crewing Services Employer” as defined in the Award, and prior to the commencement of the Award, the Entertainment Industry – Concert and Crewing Services Award 2000 applied. Until 1 July 2014, the Transitional Provisions contained in Schedule A of the Award apply.

The relevant monetary entitlements are set out below.

	<b>Minimum award rate with casual loading*</b>	<b>Show support rates with casual loading</b>	<b>Over Award Amount</b>
Category 1	\$16.48 (day)	\$19 (day)	\$2.52 (day)
	\$25.12 (night)	\$26 (night)	\$0.88 (night)
Category 2	\$16.84 (day)	\$19 (day)	\$2.16 (day)
	\$25.66 (night)	\$27 (night)	\$1.34 (night)

\* The Award contains the minimum rates payable to relevant individuals. There are Transitional Provisions which apply in the first 4 years of the operation of the Award. These amounts are calculated in accordance with the Transitional Provisions contained at Schedule A of the Award, and are applicable until 1 July 2011. From this date, a new minimum hourly rate will apply, however it is not possible to specify what this amount will be in advance. That does not affect the validity of this Individual Flexibility Agreement.

As you can see from the above table, the amount that Show Support is offering to pay for the performance of your role is in excess of the minimum Award entitlement (i.e. the **Over Award Amount**).

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In addition to the Over Award Amount, Show Support will pay the night rates between the hours of 8pm and 8am, which is 5 hours longer than the Award provides (which requires night rates to be paid only between the hours of 11pm and 6am). Given the high proportion of work that is performed during the hours of 8pm and 11pm, and 6am to 8am, the higher rates in these hours will result in you being paid in excess of the minimum Award amount.

### **Flexibility component**

The Over Award Amount and longer span of night rate payments has been applied by Show Support in an analysis of the below entitlements, as they would ordinarily apply to your employment on a minimum entitlement basis.

Show Support has also considered the requests of employees for access to greater opportunities for work through additional hours that would otherwise be unavailable due to a limit of 38 hours in any week being imposed.

As a result of this analysis and consideration, Show Support has found that you will be in a position that is “better off overall” than you would be were you to simply receive the minimum entitlements provided by the Award if you enter into this Individual Flexibility Agreement.

By accepting the offer to pay you the hourly rates set out above, you agree that the Over Award Amount and longer span of night rate payments and access to hours in excess of 38 in any week is paid or provided specifically in lieu of, thus replacing, the following entitlements under the Award:

- Allowances in Clauses 14 and 44
- Calculation and treatment of overtime and penalty rates in Clause 47 (including all contracted ordinary hours of work, span of hours worked in any day and/or week, and reasonable additional overtime)

This Individual Flexibility Agreement does not deal with your entitlements to payment rates for work performed on Sundays or Public Holidays, these matters continue to be dealt with by the Award.

### **This agreement and the allocation of hours**

Show Support does not guarantee the hours of any of its casual staff members, however it will not make any hours in excess of 38 hours in any week available to any employee unless they agree to the following:

- the Over Award Amount is sufficient to cover all entitlement to overtime (including both overtime calculated on a daily hours basis, or weekly hours basis)
- all hours worked by all employees will be paid at the applicable base rate (i.e. without overtime or penalty rates)
- the above is necessary to place employees wishing to work more than 38 hours a week in a position which is “better off overall” when compared to the strict provisions of the Award, as it provides the opportunity for more income to be earned (whereas there would be no additional hours provided by way of overtime without such agreement)

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AND/OR

- it is understood that all hours offered to employees in excess of the first 38 hours are **optional**, and not a direction to work (though, in all cases where that additional work is formally **accepted** by the employee, they will be expected to fulfill that promise to work as specified in the offer for additional hours). Accordingly, the parties agree that any hours worked in excess of 38 hours a week are “voluntary”, and will not attract any additional amounts for overtime.

You further agree that the arrangement above is:

- Necessary to meet the genuine individual needs of Show Support and you;
- Made genuinely without coercion or distress; and
- Results in you being better off overall than you would have been if you received the strict minimum entitlements provided by the Award, by paying you a higher hourly rate and allowing access to hours in excess of 38 hours in any week (which is especially important in this industry, due to the fluctuation in demand over the course of the year).

This agreement may be signed in counterparts.

\_\_\_\_\_  
Show Support

Name:

Position:

Date:

**CREW MEMBER TO SIGN BELOW:**

I enter into this Individual Flexibility Agreement, as contemplated by the Live Performance Award 2010.

\_\_\_\_\_  
**PRINT YOUR NAME:**

\_\_\_\_\_  
**SIGN YOUR NAME:**

\_\_\_\_\_  
**DATED:**