

# *Show Support (Crewing Services)*



## *Enterprise Agreement 2014*

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## **1. TITLE**

This Agreement shall be known as the Show Support (Crewing Services) Enterprise Agreement 2014 (this **Agreement**).

## **2. DEFINITIONS**

Terms are defined below, and elsewhere in this Agreement.

- (a) **Crewing Services** are services relating to the setup, dismantling and maintenance of theatre and concert events; as well as services relating to basic production.
- (b) **Casual Crewing Services Employees** are casual employees engaged to assist with all facets of the setting up of sound, lighting, staging and audio-visual equipment. They also will assist in the setting up and dismantling of entertainment events at outdoor, indoor and small venues. Employees may be required to perform change-overs during performance, and may be called upon to perform routine production functions on basic technical systems. Employees work under direct supervision. Employees are required to have a sound knowledge of Crewing Services terminology and techniques.
- (c) **Technical Crew** refers to the types of employment as listed at Clause 16.
- (d) **Licensed Crew** refers to the types of employment as listed at Clause 17.
- (e) **Short performance** refers to a performance of up to one hour in duration.
- (f) **Public holidays** are days provided for in the National Employment Standards (**NES**), contained in the *Fair Work Act 2009* (Cth).
- (g) The **Act** refers to the *Fair Work Act 2009* (Cth).

## **3. PARTIES**

This Agreement shall bind:

- Show Support Pty Ltd as the Employer (**Show Support**, the **Company**, the **Employer**); and
- Employees of Show Support who are engaged as Casual Crewing Services Employees over the course of the operation of this Agreement (**Employees**).

## **4. DURATION**

This Agreement commences 7 days after certification by the Fair Work Commission. The nominal expiry date of this Agreement is 4 years from the date of commencement.

Following the nominal expiry date, this Agreement shall continue to operate until it is replaced by another enterprise agreement, or terminated in accordance with the terms of the *Fair Work Act 2009* (Cth).

## **5. APPLICATION**

This Agreement will apply to Show Support and the Casual Crewing Services Employees of Show Support engaged to perform work in all States and Territories of Australia. For the avoidance of doubt, this Agreement does not apply to other employees of Show Support, such as:

- (a) Permanent staff; or
- (b) Office and administrative staff.

## **6. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to comprehensively provide the wages and conditions of employment for the work performed and described within it. This Agreement will wholly replace the *Live Performance Award 2010* (the **Award**).

## **7. EMPLOYEE – DRIVEN ENGAGEMENTS**

Show Support provides Crewing Services to a range of entities in Australia, which by its very nature is short-term, seasonal and unpredictable work. As a result of these factors, Crewing Services Employees are engaged on a casual basis. Many Employees choose to work in Crewing Services as a career due to a range of factors, including: the nature of the work; the opportunity to access concerts and events; establishing and maintaining connections in the entertainment industry; working with mates; and supplementing other income streams. Typically, Employees are keen to sign up to as many shifts as the system allows them to take up, and are unhappy if cut off from shifts they have requested to work due to overtime becoming too expensive for Show Support to manage.

Given that the work of Casual Crewing Services Employees is primarily short-term and unpredictable, some Employees may prefer to work as many hours as possible during busy periods to carry them financially through the leaner periods. To accommodate for this, Show Support allows Employees to select the nature and number of shifts that they want to perform, subject to health and safety considerations, in accordance with the terms of this Agreement.

This Agreement gives Employees the power to determine exactly how much they want to work, and earn, when the work is on. It does so by providing Employees a beneficial payment structure (that allows for a higher rate of pay for each hour worked and greater access to night rates across every day of the week) and by clarifying that there are no financial impediments for Show Support in allowing Employees to work more than 38 hours in any single week. This is an Employee-driven engagement.

## **8. HOURS**

Show Support provides services to its clients at all hours of the day, 7 days a week. Accordingly, shifts on offer to Employees have varied hours of the day all throughout the week, including weekends and public holidays.

Employee Base Pay Rates (at Clause 15) have two rates, with the higher rate paid for night, overtime, Sunday and Public Holiday work. These rates are intentionally structured to exceed the entitlements provided under the Special Overtime and Penalty Provisions for Crewing Services Employees under the Award.

Employees can work as many (or as few) hours as they wish in any week period, subject to the work being available, and health and safety considerations. Show Support doesn't "require" Employees to complete any hours of work (unless the Employee has accepted a shift), though it is noted for clarity that the maximum hours that Employees will ever be *required* to work will be 38 hours in a week; 165 hours in a month (4.35 weeks); or 330 hours in 2 months; and so on. All hours worked in addition to the maximum are done in accordance with the Employee-driven engagement terms contained in this Agreement.

## **9. GENERAL TERMS**

Show Support will:

- (a) At the time of their engagement, inform Employees of the terms of their engagement, including:
  - i. Their casual employment status;
  - ii. To whom they must report;
  - iii. Their classification level; and
  - iv. Their rate of pay.
- (b) Pay the Employees at the end of each engagement (unless the Employee and Show Support agree to make those payments weekly or fortnightly); and
- (c) Pay a minimum call of 3 consecutive hours—except for Sunday and Public Holiday work, and Technical Crew and Licensed Crew, where the minimum call is 4 hours (see Clause 16 and Clause 17).

Employees:

- (a) Are engaged and paid by the hour;
- (b) Have no reasonable expectation of ongoing employment. Casual engagements may be terminated without notice by either party, subject to the Employer's payment of the minimum call, and/or payment of any outstanding amount for hours worked;

- (c) When required to work on at least 3 Short Performances within the same day, and there is a break of at least 2 hours between any 2 of the performances, will be paid a minimum call of 2 hours for each Short Performance; and
- (d) May be required to work on 2 or more different productions on the same day. In this circumstance, each production will be deemed a separate engagement for the purpose of this clause.

## **10. LOCATION AND TRAVEL**

### ***10.1 Local events***

Employees will be required to work at such locations as directed by Show Support, which may be anywhere in the greater metropolitan area in the Capital City of the State or Territory they reside. No additional remuneration will be paid for this.

### ***10.2 Late finishes***

In circumstances where a shift ends at a time where it is unsafe or very difficult to return to the city using public transport, then Employees may catch a taxi to the closest place of safe transport or, if appropriate, to the city. Employees must first ask the client whether they will cover this cost, and if so follow their directions. Where the client will not cover the cost, Employees should keep the receipt containing the ABN of the taxi driver and submit it to Show Support Head Office for reimbursement.

### ***10.3 Travel to distant events***

Events outside of the greater metropolitan area of the Capital City of the State or Territory in which the Employee resides will have travel time paid, in accordance with below, once per round trip and at the applicable base rate:

- a. If transport is in a road vehicle, payment of 1 hour per 100km distance travelled from the relevant central business district.
- b. Where travel is via air, payment of the actual time spent in the air, plus 1 additional hour.

### ***10.4 Touring***

For touring events that last longer than 1 day (including festivals), in addition to the amounts payable under Clause 10.3, Show Support will provide Employees with accommodation.

### ***10.5 Fines***

While Show Support may become responsible for parking fines or fees while working at any venue, if Employees are responsible for incurring such a fine or fee, they must reimburse Show Support to the full extent of the fine or fee.

## **11. EMPLOYEES' RESPONSIBILITIES**

Employees of Show Support must, at all times:

- (a) Operate equipment and conduct themselves in a safe and responsible manner;
- (b) Act with respect towards colleagues, clients and the general public;
- (c) Keep confidential and secret information confidential and secret;
- (d) Follow the reasonable and lawful direction of Show Support, as their Employer, and as represented by the management structure applicable to their position in any given job. If Employees are unsure of who the relevant managers are they should consult with a colleague, or call Head Office;
- (e) Wear the appropriate uniform, including steel cap boots – which all Employees are required to wear to every single engagement as a condition of their employment;
- (f) Maintain the tools necessary for the efficient and safe execution of their position, and bring them to every gig;
- (g) Stay until the job is completed (irrespective of the finish time previously provided), unless it is not safe to do so;
- (h) Stay for the full duration of the minimum call – if the client is late or there is a possibility that the client will not show up, then Employees must wait for the full 3 hours (or, where applicable, 4 hours) in case the client does show up, acknowledging that Employees are paid for this time;
- (i) Refrain from using mobile phones for personal reasons while working a shift, unless on a break—Employees should inform their superior on arrival if they may need to use a phone during their shift;
- (j) When rostered “on call”, have the tools and clothing they need, and be sober and ready to work—Employees rostered “on call” will be contacted first;
- (k) Take responsibility for the recording of their time through promptly SMS-ing all start and finish times.

Further to the above, Employees must, in all cases, turn up to work on jobs that they have accepted to work on—not showing up for a shift is absolutely unacceptable, and may result in the loss of future opportunities for work with Show Support.

If exceptional circumstances exist, and Employees are unable to attend a job that they have accepted, they 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 the work is scheduled.

## **12. POLICIES**

Both Show Support and the Employees acknowledge that this Agreement does not comprehensively prescribe all employment arrangements applicable to Employees, and that some matters may be provided for by alternative arrangements such as policies and procedures.

Employees must comply with all policies issued and amended by Show Support, whether in existence at the time of entering into this Agreement or not, and take personal responsibility to read and understand all policies as they apply to their employment. The policies issued by Show Support do not form part of this Agreement, nor do they create any contractual rights or obligations, including in the form of any implied contractual term of trust and confidence. Rather, they are written lawful and reasonable directions from Show Support as employer.

## **13. BASIC EQUIPMENT**

Employees should show up to work with the following equipment:

- (a) a shifting spanner;
- (b) a podger;
- (c) a multi-tool;
- (d) steel cap boots;
- (e) a safety vest; and
- (f) a hard hat (for shifts that require hard hats, which will be specially indicated).

## **14. UNIFORMS AND PROPERTY**

Employees will be required to sign a receipt for any items of uniform and/or property issued by Show Support. The receipt will list the item(s) of uniform and/or property, and their value.

Employees will be required to pay a contribution payment towards the cost of the item(s). The contribution payment will be no greater than 50% of the total value of the Show Support cost price of the mandatory items listed on the receipt. For Employees 20 years of age or older, the contribution for mandatory items will not exceed \$40; and for Employees less than 20 years of age it will not exceed \$25.

Additional non-mandatory items, requested by Employees, may be issued subject to a 100% contribution payment by the Employee of the Show Support cost price for such additional non-mandatory items.

Contribution payments will be refunded in full once the items of uniform and/or property are returned in a reasonable condition. If such items are not returned in a reasonable condition (subject to everyday wear and tear) at the end of employment, Show Support may deduct the value of the items (as marked on the receipt) from wages owed to the Employees.



Where any items of uniform and/or property are accidentally damaged, torn, or ripped by Employees while completing their duties, Employees are required to notify their supervisors/managers as soon as reasonably practicable. In such circumstances, Show Support will replace the items at no charge.

**15. BASE PAY RATES**

Show Support simplifies wages by paying Employees in excess of the statutory minimum applicable to their position, with 2 basic pay rates, including all allowances and other separately identifiable payments under the Award. The rates and allowances will increase in line with changes to the relevant Award wages, which are varied periodically by the Annual Wage Review. Any such increases will be applied as of the first full pay period on or after 1 July each year.

For the purposes of this Agreement, Base Pay Rates take into account the following:

- (a) A casual loading of 25%;
- (b) The special Crewing Services 52.5% loading (in Rate B);
- (c) Recognition of efficiencies resulting from the adoption of integrated and flexible work practices and cost savings resulting from these measures;
- (d) Allowances for tools;
- (e) The peculiar work arrangements necessary to be performed in the industry by Crewing Services Employees;
- (f) The Employee-driven engagement model;
- (g) Longstanding industry practice in paying rates based on the “8 to 8” model; and
- (h) The needs and requests of Employees themselves.

Base Rate B is paid all day Sunday, Public Holidays, from 8pm to 8am each day, as well as for all hours worked on any shift in excess of 12 hours. Base Rate A is paid at all other times.

Base Rate B is non-cumulative. For instance, working on a Sunday at 9pm will mean that just Base Rate B is payable, without any additional loading.

Most Employees will fall into the category of “loader”, within 4 different levels:

| Type                   | Base Rate A | Base Rate B |
|------------------------|-------------|-------------|
| Trainee Employees      | \$22.50     | \$30.00     |
| Intermediate Employees | \$25.00     | \$33.00     |

|                       |         |         |
|-----------------------|---------|---------|
| Advanced Employees    | \$25.00 | \$35.00 |
| Experienced Employees | \$27.50 | \$35.00 |

Base Pay Rates depend on the skill levels, reliability, conduct, performance and years of service of Employees. As Employees become more experienced working with Show Support they will progress in skill level and can rise to higher rates of pay.

**Trainee Employee:** Entry level—equivalent of introductory casual loader. Has completed OH&S Induction. Limited work skills.

**Intermediate Employee:** 12 months of work as stagehand – equivalent of a level 2 casual loader. Has been trained in all basic skills.

**Advanced Employee:** 2 years of continuous work experience – equivalent of a level 3 casual stagehand. Has been trained in all senior work skills.

**Experienced Employee:** 3 years of continuous work experience – equivalent of a level 4 casual stagehand. Has been trained in all senior work skills.

See also the roles for Technical Crew and Licensed Crew below.

**16. TECHNICAL CREW**

On the rare occasion Employees are called to assist the Technical Crew during a show, they will be engaged for a minimum call of 4 consecutive hours, and the following rates:

|                    |                            |
|--------------------|----------------------------|
| Show Calls         | <b>Rate A:</b> \$27.50     |
|                    | <b>Rate B:</b> \$35.00     |
| Spot Operators     | <b>Rate A:</b> \$27.50     |
|                    | <b>Rate B:</b> \$35.00     |
| AV Operators       | <b>Flat Rate:</b> \$35.00+ |
| Audio Operators    | <b>Flat Rate:</b> \$35.00+ |
| Lighting Operators | <b>Flat Rate:</b> \$35.00+ |

Senior Technical Crew receive the higher rate for all hours, and so do not have Rate A and Rate B, as they are paid Rate B at all hours.

**17. LICENSED CREW**

Employees engaged to work in particular licensed roles are part of the Licensed Crew and will be engaged for a minimum call of 4 consecutive hours.

|                         |                            |
|-------------------------|----------------------------|
| Crew Chiefs             | <b>Rate A: \$30.00</b>     |
|                         | <b>Rate B: \$35.00</b>     |
| Motor Vehicle Drivers   | <b>Rate A: \$27.50</b>     |
|                         | <b>Rate B: \$35.00</b>     |
| Forklift Drivers        | <b>Rate A: \$27.50</b>     |
|                         | <b>Rate B: \$35.00</b>     |
| Elevated Work Platforms | <b>Rate A: \$27.50</b>     |
|                         | <b>Rate B: \$35.00</b>     |
| Riggers                 | <b>Flat Rate: \$35.00+</b> |

Riggers receive the higher rate for all hours, and so don't have Rate A and Rate B, as they are paid Rate B for all hours.

**18. SUPERANNUATION**

Superannuation will be paid in addition to each Employee's Base Pay Rate, to a superannuation fund nominated by the Employee in writing.

If no fund is nominated by the Employee, the Employee is a "default fund employee" within the meaning of s149A of the *Fair Work Act 2009* and superannuation will be paid to a fund chosen by Show Support, which will be a fund which satisfies at least one of the following:

- (a) It is a fund which offers a MySuper product; or
- (b) It is a fund which is an exempt public sector scheme; or

- (c) It is a fund or scheme of which the Employee, and each other default fund employee in relation to whom contributions are made to the fund or scheme by Show Support as the relevant employee, is a defined benefit member.

## **19. PROTECTION OF SHOW SUPPORT'S INTERESTS**

For the purposes of this clause:

- **“Restricted Period”** means 6 months from the date of the last shift completed with Show Support; and
- **“Restricted Territory”** means the State of New South Wales (unless Employees are engaged in another State, in which case the “Restricted Territory” will be the State they are engaged in, within Australia).

It is a condition of employment that Employees agree, in the Restricted Period and Restricted Territory (either personally or through any other entity), not to:

- (a) Attempt to poach or entice any other Show Support Employee to leave their employment, or work for a competitor;
- (b) Approach anyone that they worked with in the last 6 months of their engagement by Show Support with an offer of alternative employment, in any form;
- (c) Provide a client or other contractor or person on a job with their personal contact details. If Employees are asked for personal contact details, they should direct the relevant persons to Show Support’s Head Office;
- (d) Commence employment with any client of Show Support that they worked with in the 6 months immediately preceding such commencement;
- (e) Solicit or endeavour 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; and
- (f) Act in conflict with the interests of Show Support, including through preferring contractors, suppliers or other entities on the basis of a personal connection.

Nothing in this Agreement prevents Employees from being shareholders in any company or working for other organisations during the period of their engagement.

If any part of the restrictions in this Clause are judged to go beyond what is reasonable and necessary to protect Show Support’s legitimate interests, then the Clause continues to apply with that part deleted or reduced to make the restriction reasonable in the circumstances.

The Employees 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 offers Employees employment in reliance on the acknowledgement by Employees that the restrictions in this clause are reasonable and their 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 Employees, in addition to any other remedies available to Show Support at law or in equity.

## **20. TERMINATION**

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

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

- (a) Employees engage in serious misconduct;
- (b) Employees commit a serious or repeated breach of this Agreement or of their obligations of employment;
- (c) Employees are guilty of any conduct tending to bring Show Support into serious disrepute;
- (d) Employees misuse any of Show Support's or the client'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
- (e) Employees are imprisoned for any reason or convicted of a crime other than under the Road Traffic Acts.

Upon cessation of employment, Employees are required to return any Company documents, equipment and clothing within 24 hours.

## **21. REIMBURSEMENT OF AUTHORISED EXPENSES**

Where Show Support authorises Employees to incur expenses in the course of their employment, the expenses will be reimbursed by Show Support upon provision of a tax invoice and receipt.

## **22. USE OF VEHICLE ALLOWANCE**

Where Show Support directs Employees to use their own motor vehicles in the performance of their duties, they will be paid an allowance of \$0.78 per kilometre.

## **23. MEAL BREAKS, REST PERIODS, AND ALLOWANCES**

After 5 hours of continuous work, Employees are entitled to a non-paid meal break of 30 minutes. If Employees are required to work through their meal break, they will be

paid a break loading of 50% of the relevant Base Rate A for those 30 minutes, in addition to the Base Pay Rate they are being paid.

Where practical, Employees will be given a 10 minute paid break for every 3 hours worked.

## **24. LEGAL AND MISCELLANEOUS CLAUSES**

The Employees acknowledge the following provisions:

- (a) No term of this Agreement will operate to exclude the NES or any provision of the NES;
- (b) Show Support will be required to request and hold personal information relating to its Employees for the purposes of administering their employment. Show Support may be required to disclose this personal information to its related companies and other third parties for purposes related to employment. The Employees consent to Show Support, or any of its related bodies corporate, disclosing such information;
- (c) For clarity, it is noted that each offer of work is a separate casual engagement culminating at the end of duties for each shift, and commencement of duties for each shift represents a new contract of employment;
- (d) Show Support will only be liable to make any payment to Employees where they are specifically engaged to perform work. In the event of a client cancellation of a job for which Employees are rostered on, Show Support is under no obligation to provide any payment, including any minimum call, where the Employees are notified of the cancellation at least 2 hours prior to commencing work, where that shift has been confirmed for longer than 2 hours; and
- (e) This Agreement, together with any Show Support policies, constitutes the entire agreement and understanding between the Employees and Show Support on everything connected with their employment.

## **25. DISPUTE RESOLUTION PROCEDURE**

No person working for Show Support will be victimised because they raise a complaint or are associated with a grievance. Grievances will be treated seriously and sensitively, having due regard for procedural fairness, confidentiality and privacy.

- (1) If a dispute relates to:
  - (a) a matter arising under the Agreement; or
  - (b) the National Employment Standards;the following terms set out procedures to settle the dispute.
- (2) An Employee or Employees who are a party to the dispute may appoint a representative for the purposes of the procedures in this term.

- (3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- (4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- (5) The Fair Work Commission may deal with the dispute in 2 stages:
  - (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.

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

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- (6) While the parties are trying to resolve the dispute using the procedures in this term:
  - (a) Employees must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
  - (b) Employees must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the Employees to perform; or
    - (iv) there are other reasonable grounds for the Employees to refuse to comply with the direction.
- (7) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

## **26. CONSULTATIONS**

- (1) This term applies if the Employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- (2) For a **major change** referred to in paragraph (1)(a):
  - (a) the Employer must notify the Relevant Employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The Relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the Employer of the identity of the representative;the Employer must recognise the representative.
- (5) As soon as practicable after making its decision, the Employer must:
  - (a) discuss with the Relevant Employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the Employees; and
    - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (b) for the purposes of the discussion—provide, in writing, to the Relevant Employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the Employees; and
    - (iii) any other matters likely to affect the Employees.
- (6) However, the Employer is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- (7) The Employer must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.
- (8) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the



Employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

Major change

- (9) In this term, a major change is **likely to have a significant effect on Employees** if it results in:
- (a) the termination of the employment of Employees; or
  - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain Employees; or
  - (f) the need to relocate Employees to another workplace; or
  - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
- (a) the Employer must notify the Relevant Employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The Relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
- (a) a relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the Employer must:
- (a) discuss with the Relevant Employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the Relevant Employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and

- (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - (c) invite the Relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the Employer is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- (15) The Employer must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.
- (16) In this term:

**Relevant Employees** means the Employees who may be affected by a change referred to in subclause (1).

## **27. FLEXIBLE AGREEMENTS**

- (1) The Employer and Employees covered by this Agreement may agree to make individual flexibility arrangements to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- (2) The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (3) The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the Employer and Employee; and
  - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

- (e) states the day on which the arrangement commences.
- (4) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The Employer or Employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the Employer and Employee agree in writing — at any time.

**28. CONTACT NUMBERS**

|                        |                                                                         |
|------------------------|-------------------------------------------------------------------------|
| Office Address         |                                                                         |
| Postal Address         | Show Support Pty Ltd<br>PO Box 50, Bardwell Park<br>NSW 2207, Australia |
| Phone Number           | 02 9556 2011                                                            |
| Fax Number             | 02 9423 6998                                                            |
| Office Hours           |                                                                         |
| In case of emergencies |                                                                         |

**29. SIGNATURES**

ENTERPRISE AGREEMENT MADE BETWEEN

FOR THE COMPANY, SHOW SUPPORT PTY LTD

|                   |  |
|-------------------|--|
| FULL NAME         |  |
| ADDRESS           |  |
| SIGNATURE         |  |
| AUTHORITY TO SIGN |  |
| DATE              |  |
| WITNESSED BY      |  |
| WITNESS SIGNATURE |  |
| WITNESS ADDRESS   |  |
| DATE              |  |

FOR THE EMPLOYEES,

|                          |  |
|--------------------------|--|
| <b>FULL NAME</b>         |  |
| <b>ADDRESS</b>           |  |
| <b>SIGNATURE</b>         |  |
| <b>AUTHORITY TO SIGN</b> |  |
| <b>DATE</b>              |  |
| <b>WITNESSED BY</b>      |  |
| <b>WITNESS SIGNATURE</b> |  |
| <b>WITNESS ADDRESS</b>   |  |
| <b>DATE</b>              |  |