

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA07/9

TITLE: **Sydney Opera House Enterprise Agreement 2006**

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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 Executive Service positions, Senior Officers and employees covered by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, who fall within the coverage of the Sydney Opera House (Staff) Award 2000.

PARTIES: Sydney Opera House Trust -&- the Media, Entertainment and Arts Alliance New South Wales

Sydney Opera House Enterprise Agreement 2006

Certified 30 April 2007

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1. Agreement Status

1.1. Title

This agreement shall be known as the Sydney Opera House Enterprise Agreement 2006 ('EA 2006').

1.2. Parties

The 'EA 2006' is binding on:

- Sydney Opera House Trust (the SOH)
- Media Entertainment Arts Alliance (the Alliance)
- Department of Arts, Sport and Recreation
- Employees of the Sydney Opera House Trust presently employed or subsequently engaged in positions to which this agreement applies (Employees)

The Sydney Opera House Enterprise Agreement 2006 covers all SOH employees except Senior Executive Service positions, Senior Officers and employees covered by the Crown Employees (Public Service Conditions of Employment) Award 2002.

1.3. Scope

This Agreement replaces the Sydney Opera House Enterprise Agreement 2004 (as varied) and all previous Agreements with the Alliance .

This agreement overrides in its entirety the Sydney Opera House (Staff) Award 2000.

Employees covered by this Agreement are employed in terms of the Public Sector Employment and Management Act 2002 (as amended).

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 shall refer to the policies of the NSW Public Service and the NSW Public Sector Handbook and may refer to SOH Policies.

Any variation to this Agreement will be by mutual consent and will be confirmed in writing. Any such variation shall be referred to the SOHCC for consideration and endorsement and subsequently certified in the NSW IRC.

1.4. Duration

The EA 2006 will take effect from the date of certification by the New South Wales Industrial Relations Commission and will expire on 30 June 2009.

The parties agree to present their respective claims for the next EA with identified and prioritised key items no later than 9 months from the expiry date of this agreement and to commence negotiation at least 6 months prior to the expiry date 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. Any employee may request that a copy of this Agreement is provided at any time during its life from Human Resources or Payroll.

2. Consultation and Communication

2.1 Relationship with NSW Government

The Sydney Opera House is operated and maintained for the Government of New South Wales by the Sydney Opera House Trust, which is constituted as a body corporate under the Sydney Opera House Trust Act 1961.

2.2 Relationship between SOH & SOH Employees

The Sydney Opera House 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.

The 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.

2.3 Relationship with Alliance

The SOH recognises the importance of its employees in the ongoing success of the SOH and its businesses and hence values the strong Media Entertainment & Arts Alliance as their representative. We are committed to the continued development of our positive working relationship.

The Alliance supports the vision and goals of the SOH, and the business strategies and behaviours that underpin these goals, which aim to ensure the long term sustainability of the SOH and support the role it plays within the broader performing arts industry.

2.4 Alliance Delegates and Alliance Business

An employee appointed by the Alliance as a union delegate, after notification to the SOH, will be recognised as an accredited representative of the Alliance 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 the SOH on behalf of those members the delegate represents.

The Alliance will supply the Chief Executive or his/her nominee with an accurate and up to date list of current approved delegates and co-delegates of the Alliance at the SOH including variations as they occur from time to time.

As far as practicable, union delegates will notify their immediate supervisor of the necessity to leave their respective work station for the purpose of conducting union related business during working hours. The delegate, in the interest of confidentiality, is under no obligation to divulge the nature of the union business.

All employees who are members of the Alliance will be permitted to attend up to two paid meetings of the Alliance in each calendar year during working hours without loss of pay, provided that prior approval is given to an official of the Alliance by the Chief Executive or his/her nominee.

Each quarter, the SOH will supply the Alliance with a list of names and departments of all new employees covered by this Agreement, subject to appropriate privacy considerations.

While the parties recognise that union membership at the SOH is voluntary, the management of the SOH recognises the importance of the Alliance to the business and will provide an opportunity for the Alliance to advise employees of the benefits of membership of the Alliance. The Alliance shall be invited to participate in any formal group induction process..

2.5 Access & Inspection

The Alliance will have the right of entry and inspection of various documents as provided for under the Industrial Relations Act 1996 (NSW) (as amended). The SOH recognises this legislative right and will not hinder the Alliance in carrying out of these inspections. In carrying out these inspections, the Alliance will not intentionally hinder or obstruct an employee or employer in the performance of duties.

2.6 Employee Consultation & Communication

The Sydney Opera House is committed to consulting with its employees and seeking and considering their feedback through timely, comprehensive and responsible communication in relation to the future direction of the SOH business, related operational plans and service standards and any impact upon conditions of employment and other employment related matters.

The SOH is committed to talking to employees and their representatives about workplace matters affecting them. The SOH is also committed to sharing information and providing employees with the opportunity to be involved in workplace issues affecting them. Key decisions from relevant committee meetings affecting the workplace will be distributed using the intranet and posted on the Staff Bulletins. The SOH and Alliance are committed to improving the communication of related information to all those working at the SOH. The SOH and Alliance are committed to ensuring all employees are aware of the consultative mechanisms and the detail of this Agreement.

2.7 SOH Consultative Committee

The SOH will facilitate the operation of the SOHCC.

The SOHCC will consist of the Chief Executive, Directors or Managers on an as needed basis, the Manager, Human Resources, the Convenors of Delegates, and, as appropriate, Alliance Officers.

The SOHCC will have specific regard for the following issues:

- unresolved OH&S matters
- The implementation and/or interpretation of the 'EA 2006'
- matters arising from workplace change
- unresolved matters referred from the Departmental Consultative Committees (as varied)
- unresolved matters referred from the Convenors of Alliance Delegates
- any issues which may impact the SOH
- any proposed variation to this Agreement

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.

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 the Sydney Opera House Enterprise Agreement 2006. The SOHCC is obliged to consider any relevant New South Wales government legislation and decisions of the Sydney Opera House Trust.

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.

2.8 Department Consultative Committees (DCC's)

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 Alliance official on an as needed basis. Where necessary representation may be increased.

The DCCs will have specific regard for the following:

- the effective implementation of this Agreement in the relevant areas
- the promotion of permanent employment
- issues associated with workplace change and development
- implementation of learning/training strategies in respective departments.

All DCC representatives will have access to training on conflict management and mediation.

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.

2.9 Theatre and Technical Services Consultation

During 2007 SOH and The Alliance will examine strategies and proposals with respect to the following issues within Theatre and Technical Services;

- Examination of shift lengths and patterns
- OH&S commitment to improved systems and measures
- Opportunities for business growth and employee development
- Opportunities for permanent employment
- Conversion of TTS supervisors from wages to salary arrangements
- The reintroduction of technical support to Studio and Foyer Events

3. Future Change

3.1 Commitment to Consult & Communicate Through Future Change

Should the SOH determine the need for major changes which will have a significant impact on the terms and conditions of employment or future prospects of employees, the SOH will notify the affected employees and the Alliance. The SOH will enter into discussions with the affected employees and the Alliance at the earliest possible opportunity. Discussions will focus on constructive means for managing such changes and minimising their adverse impact. Due regard will be given to the issues raised by all parties.

For the purpose of facilitating productive discussions, the SOH will provide all relevant information on the proposed changes and their impact on employment to the affected employees and the Alliance. However, the SOH will maintain its legal obligations in relation to employees' rights of privacy, commercial in confidence matters and matters contrary to the interests of the SOH. Each and any proposal for major change at the SOH will be referred to the SOHCC.

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.

The parties to this Agreement agree to work together to realise the benefits of more flexible working arrangements contained within this Agreement.

3.2 Assisting Displaced Persons

Displaced permanent employees will be managed in accordance with Section 56 of the Public Sector Employment and Management Act 2002 (as amended) and any related Premier's Circulars.

Temporary employees who are displaced will be advised of their options by the Human Resources Department.

Should a permanent employee be successfully redeployed into another position at a lower salary level within the SOH, the No Financial Disadvantage clause in this Agreement will operate.

4. Equal Employment Opportunity & Anti-Discrimination

The SOH is committed to implementing the principles of equal employment opportunity for all current and future staff. This will be achieved by:

- o applying the merit principle in all recruitment and promotion processes;
- o eliminating harassment and discrimination against staff; and
- o training and development of staff.

It is the intention of the parties to this Agreement to achieve principles consistent with the Anti-Discrimination Act 1977 (NSW) (as amended) by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

Accordingly, in fulfilling their obligations under this Agreement, the parties will make every endeavour to ensure that neither the provisions of this Agreement nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is to be taken to affect:

- any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- any employee, employer or registered organisation, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

Further details are contained in the Sydney Opera House EEO Plan available from the Human Resources Department.

5. Performance Management

5.1 Commitment

The Sydney Opera House is committed to ensuring that the performance of its people is effectively managed. It recognises the critical importance of having an effective workforce as the basis for achieving its strategic goals.

- All staff are expected to undertake the duties for which they are employed
- All staff are entitled to ongoing continuous feedback from their Manager/Supervisor about their performance
- Exceptional performance is encouraged and recognised by the Sydney Opera House
- All staff members can expect clear information about the strategic direction of the organisation and the implications and expectations for their specific role

5.2 Performance Planning & Review Scheme (PPRS)

- All staff members will have an annual formal performance review meeting (the Performance Planning and Review Scheme, or PPRS) with their Supervisor/Manager for both parties to:
- Clarify expectations for the year ahead;
- Plan for the development needs of the staff member; and
- Provide constructive feedback on past performance, as agreed in their PPRS performance plan.
- The PPRS will provide a balance of feedback and development focussed on maximising an employee's performance in his or her role.
- A staff member may require a personal development plan to enable them to develop the necessary skills and knowledge to effectively perform in their role. It is the joint responsibility of managers/supervisors to establish and monitor the progress and outcomes of any agreed development plan.

5.3 Equity

All staff can expect to have their work performance effectively managed. The management 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 employee's position description.

6. Conflict, Dispute, Grievance Prevention & Resolution

The SOH executive and managers will ensure all employees have access to fair and effective conflict, dispute and grievance resolution processes.

In the event that any 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 Alliance representative or a person of their choice, if they wish;
- the employee shall first seek to discuss the matter with his/her immediate supervisor;
- if not settled, the matter shall 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;
- in the event that the matter is still not resolved, it will be referred to the employee's Director, Chief Executive or the executive team for consideration and resolution;
- 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 shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this clause;
- if the matter involves a genuine health and safety issue, work in the work area may be temporarily suspended until the issue is resolved.

7. Position Classification

7.1 Types of Employment – Waged / Salaried

There are two distinct categories of employment under the EA 2006. These are:

- 'waged' employment and
- 'salaried' employment

Definitions

These categories of employment have different methods of payment and working conditions. A position will be deemed 'salaried' or 'waged' based on the specific work requirements as documented in the role statement and may be categorised as either 'salaried' or 'waged' at any level of the organisation (in accordance with the remuneration structure as defined in Attachment 1) Accordingly, no hierarchy is attached to either category of employment.

Waged Positions - 'Waged' positions are required to work set hours in accordance with Clause 12 over a 4 week roster cycle and in addition to their base rate of pay these positions attract penalties, overtime and allowances as part of their standard conditions of employment.

Salaried Positions - 'Salaried' positions are required to work such hours that achieve the business requirements of the position, being mindful of the hours of work and remunerations arrangements set out in Clause 10. These positions do not attract any additional payments except for a limited range of allowances which include Higher Duties Allowance, First Aid Allowance and Community Language Allowance where applicable. Rates of pay are all inclusive of penalties, overtime and leave loading.

7.2 Role Evaluation and Remuneration

Base Remuneration

Base remuneration will be established through the analysis of role descriptions using the Cullen Egan Dell (CED) Job Evaluation system. This base rate is the amount on which all percentage payments are applied (on a non compounding basis) and other payments are added.

Job Evaluation

Each position within the organisation structure must have a complete an up to date role statement that clearly articulates role expectations, skill requirements, reporting arrangements, accountabilities and responsibilities. Role statements will be analysed using the Cullen Egan Dell (CED) Job Evaluation system to determine relative worth of positions. The CED system expresses the worth of a position in 'Work Value Points'. The number of points assigned to each position will be based on role requirements for knowledge, experience, role breadth, interpersonal skills, the structure of work, reasoning, accountability and responsibility. The job evaluation process will include both an HR representative and Union representative . More information is available through reference to the SOH Job Evaluation Policy. The NSW Public Sector does not make provision for performance based pay, bonus payments or sales commissions as of the date of certification of this Agreement.

8. Forms of Employment

8.1 General

Upon engagement to any role, the SOH will provide all employees covered by the terms of this Agreement with a letter of offer outlining the terms and conditions of their employment consistent with this Agreement.

8.2 Full Time Employment

Permanent Full-Time

Permanent full-time employees will be engaged on an ongoing basis. Full-Time employees are engaged 40 hours per week if salaried or 38 hours per week if waged.

Temporary Full-Time

Temporary Full-time employees are engaged for 40 (salaried) or 38 (waged) hours per week for a defined period.

Temporary Full-time employees are engaged on a full-time basis for a fixed term ranging from a minimum of four weeks to a maximum of three years in duration, providing that an employee undertakes a merit selection process where the position is available for 12 months or more. 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.

The SOH will assess Temporary Full-time employees who have been engaged for periods of no less than 2 years (except where the employee has been engaged on a specifically limited project or performance contract), to determine if they meet the public service requirements as an 'eligible temporary employee' for permanent appointment (refer section 31 of the Public Sector Employment & Management Act 2002 (as amended)). Where these requirements are met, the SOH will apply to the

Public Employment Office of NSW for approval for the employee to be made an officer of the NSW Public Service. Where the number of 'eligible temporary employees' exceeds the available positions for permanent employment, an internal merit selection will be followed to determine the employee for whom the application will be made.

8.3 Part Time Employment

Permanent part-time employees will be engaged on an ongoing basis.

Part-time employees will be engaged for a fewer number of hours than full time employees. A set minimum number of hours of between 48 and 140 across a four-week roster period will be agreed upon engagement and may only be varied by mutual agreement. Any such variation of hours will come into effect at the commencement of a four week roster period. By mutual agreement, additional hours may be worked at ordinary rates up to the full-time ordinary hours. If any such additional hours are worked then additional sick, recreation and extended leave will accrue on an hourly basis.

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.

Temporary Part-Time

Temporary part-time employees are engaged on a part-time basis for a fixed term ranging from a minimum of four weeks to a maximum of three years in duration, providing that an employee undertakes a merit selection process where the position is available for 12 months or more. 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.

The SOH will assess Temporary Part-time employees who have been engaged for periods of no less than 2 years (except where the employee has been engaged on a specifically limited project or performance contract), to determine if they meet the public service requirements as an 'eligible temporary employee' for permanent appointment (refer section 31 of the Public Sector Employment & Management Act 2002 (as amended)). Where these requirements are met, the SOH will apply to the Public Employment Office of NSW for approval for the employee to be made an officer of the NSW Public Service. Where the number of 'eligible temporary employees' exceed the available positions for permanent employment, an internal merit selection will be followed to determine the employee for whom the application will be made.

8.4 Casual Employment

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

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. This increase in rate will be implemented as provided for below.

A casual employee may be engaged to work in more than one department on any one day provided that the employee is engaged for not more than two separate calls per day. For the purposes of this provision work in separate departments will stand alone with respect to the application of this Agreement.

A casual employee will not include a person who is required to work 38 ordinary hours per week for more than a two month period, or a number and pattern of hours which would be more suited to an alternative contractual arrangement.

8.5 Additional Employment

This clause provides for the employment by the SOH of an employee in another form of employment than that in which they are primarily employed or initially engaged; and for the employment of SOH employees outside the House.

Inside the House

The SOH is committed to managing the working hours of its employees to ensure excessive hours and additional overtime and penalty expenses (except casual loading) are minimised.

Outside the House

Section 5-9 of the NSW Government Personnel Handbook and the SOH Code of Conduct provides that any employee of the SOH who seeks employment outside the SOH must make an application in writing to the Chief Executive for approval. Approval will only be granted in line with section 59 of the Public Sector Employment & Management Act 2002, the SOH Code of Conduct and the SOH Additional Employment Policy.

8.6 Employees Working in Multiple Roles within SOH

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

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. Employees working multiple roles may work a limit of two separate calls in a single day.

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. 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.

8.7 Promotion of Permanent Employment

The SOH understands the importance of security in employment for staff and the benefits of a loyal workforce. As such the SOH will actively take measures to increase the degree of permanency and decasualisation at the House, in line with commitments to ensure increased employment flexibility provided by employees. This will be subject to the approval by the Executive of a supporting business case.

During the first 12 months of this Agreement the SOH will review opportunities for long term Theatre and Technical Services casuals to convert to permanent employment.

8.8 Job Share Arrangements

SOH may make job share arrangements available to full-time or part-time employees conditional on operational requirements being met and ability to recruit suitable candidates to fulfil the remaining hours of the position

9. Rates of Pay and Payment Arrangements

9.1 Payment of Wages / Salaries

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.

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.

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.

9.2 Pay Increases under this Agreement

The pay increases as detailed in the Remuneration Table in Attachment 2 will take effect from the pay periods commencing on or after the dates specified:

From 1 July 2006 4%

From 1 July 2007 4%

From 1 July 2008 4%

[Note: to give effect to the 1% increase under Clause 10.8 of the SOH EA 2004 the parties have agreed that this will be paid in two equal stages. The first from 1 July 2007 being 0.48% of the rate applicable at 30 June 2007 and the second from 1 July 2008 being 0.44% of the rate applicable at 30 June 2008. These increases are in addition to the rates set out above]

9.3 Rates of Pay

Refer to Attachment 2 for rates of pay for 2006, 2007 and 2008

9.4 Overpayments

In cases where an employee has been overpaid, the SOH shall be entitled to recover such overpayment in full.

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.

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.

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.

9.5 Underpayments

If an employee thinks they have been underpaid they should verify the situation with their rosterer. If an underpayment is identified, the rosterer will immediately authorise payment and notify the Payroll Unit. Employees can then choose one of the following:

- o to have payment made via EFT on the next available working day,
- o to have the outstanding amount included in the next available pay,
- o in situations of significant financial hardship, be paid in cash.

If an alleged underpayment is not resolved then the provisions of the Conflict, Dispute and Grievance Prevention and Resolution (Clause 6) procedure apply.

9.6 Waiting Time

An employee, who thinks that they have been underpaid, should refer the matter to their rosterer. Should the rosterer and the employee reach agreement that an underpayment has occurred, the rosterer will have a maximum of four business hours to inform the Payroll Unit of the existence and nature of the underpayment. Should the underpayment be disputed, the provisions of waiting time will be suspended until the issue is resolved (and the Payroll Unit notified) and the following process followed to ensure the matter is resolved as quickly as possible:

- Should the underpayment be disputed by the rosterer, the employee should raise the issue with the immediate Supervisor of the rosterer, who has 24 hours to consider the issue and if in agreement that an underpayment has occurred, notify the Payroll Unit of his/her decision.
- Should the employee's claim be rejected by the Supervisor, the matter may be raised with the Human Resources Manager for their consideration. The Human Resources Manager has 24 hours to consider the issue and if in agreement that an underpayment has occurred, notify the Payroll Unit of the decision.
- If this is unsuccessful, the employee may raise this matter via the SOH Conflict, Dispute, Grievance Prevention & Resolution Procedure (Clause 6).

Once the Payroll Unit is notified of an agreed underpayment they have four business hours to determine the required payment and verify with the employee the payment method to be used. If the employee cannot be contacted, payment will be made by Electronic Funds Transfer. Should payment not be made within the eight standard business hours (Monday- Friday 9am-5pm) as described above, payment will be at the rate of 100% of base hourly salary 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. Waiting time is not payable where the circumstances of the delay are beyond the control of the SOH.

9.7 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.

9.8 Superannuation

All employees are entitled to the payment of Superannuation as provided by the Commonwealth Superannuation Guarantee (Administration) Act 1992. The SOH will make employer contributions via EFT into a fund of the employees 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.

Employer contributions will continue to be made to First State Superannuation Fund, JUST Super and the Superannuation Trust of Australia on a monthly basis consistent with current practice. Payments to any of the smaller superannuation funds will be made quarterly in line with practices established under the Superannuation Guarantee legislation. Employer contributions are currently 9% calculated on ordinary time earnings as defined in legislation. The super guarantee is not payable on overtime. Contributions will be calculated for new employees from the first pay period after commencement of employment at the SOH.

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

Employees who currently contribute to either the State Superannuation Fund (SSF) or the State Authorities Superannuation Scheme (SASS) will continue with such arrangements subject to the rules of each fund.

9.9 Salary Sacrifice

Salary Sacrifice can in some circumstances provide an additional tax benefit to employees by paying certain expenses from gross earnings. Salary sacrifice arrangements are available to all employees, subject to NSW State Government guidelines. An employee will need to seek expert financial advice before applying for salary sacrifice.

10. Hours of Work

10.1 Salaried Employees Working Hours & Time Management

The ordinary hours of work for 'salaried' employees covered by this Agreement will not exceed 40 hours per week averaged over a 12 week period, with the exception that for temporary employees the ordinary hours of work will be averaged over the length of the temporary contract, should that contract be of less than 12 weeks duration.

It is intended that the hours of work for salaried positions covered by this Agreement not be over prescribed in order to allow the necessary flexibility by employees to achieve their work plans and goals, as agreed with their supervisor. Working hours are averaged as provided for above and their arrangement will be worked out within individual departments between managers and employees. The parties acknowledge that the nature of the business requires the working of additional hours during busy periods which may be of an extended duration or outside normal business hours. The House will not compel an employee to work 'unreasonable' hours over an extended period.

It is important to note that the remuneration model has been based upon the market practice of 50 hours per week, on average, over a seven day period. Salaried employees are remunerated on a per annum basis and paid fortnightly. A calculation for penalties, overtime and annual leave loading has been made and included in base earnings and therefore no additional payments will occur.

10.2 Time off in Lieu (TOIL)

There will be a commitment by all parties to ensure that appropriate time off is provided within eight weeks of an employee working excessive hours (above 50 hours per week). TOIL will be provided on an hour for hour basis and will be worked out within individual departments, between managers and affected employees. In general terms occupational health and safety guidelines, staffing levels within each department and recognition of the principles of balanced lifestyles for all employees including sufficient time away from work shall be the criteria for establishing time in lieu protocols.

For the purposes of recording and managing TOIL, individual employees or work areas who have concern over the amount of hours worked may request that TOIL arrangements be formalised through the activation of their security card as a swipe card for the only purpose of recording hours worked on the timekeeping system (Payglobal system). This may result in closer monitoring or prescription of hours of work.

Any employee who believes that they are not given sufficient recompense for excessive hours worked, should seek the intervention of the Manager, 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 Conflict, Dispute and Grievance Prevention and Resolution (Clause 6) procedure.

10.3 Waged Employees Working Hours

The SOH operates on a 24 hour seven day week basis. Ordinary hours of work may be rostered between 0600 – 2400 Monday to Saturday and all hours worked on Sunday (2400 Saturday to 2400 Sunday). Job classifications that attract scaled penalties for regular shift work are set out in Clause 16.

No ordinary hour shift can commence or finish between midnight or 0600. Hours worked outside of ordinary hours are considered overtime and are paid in accordance with Clause 17(Overtime Clause).

Fire & Safety and Security Group Employees

Ordinary Hours for Fire & Safety and Security employees may be rostered across 24 hours 7 days per week. Such employees will receive a composite penalty as provided for in Clause 16.

10.4 Hours per Roster Period

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

'Waged' employees will be rostered for the following ordinary hours:

Full-time	152 hours per four week roster cycle.
Part-time	48 to 140 hours per four week roster period, in a pattern agreed in the initial contract. However, by mutual agreement, part-time employees can work additional hours at ordinary rates (and applicable penalties) up to a maximum of 152 hours per roster period.
Casual	A maximum of 152 hours ordinary time may be worked per roster period. Work in different classifications is considered to stand alone when counting ordinary hours worked. The maximum ordinary shift length for a casual employee is 10 hours worked prior to the overtime penalty being applied.

11. Shift Regulations and Shift Variation/Cancellation

11.1 Minimum and Maximum Shift Lengths

Minimum and maximum shift lengths may be rostered for the following forms of employment. Crib breaks are considered to be paid worked time.

Full-Time Employees	Minimum shift length is 4 hours. Maximum shift length of ordinary hours is 10 hours worked (inclusive of paid crib breaks but not unpaid meal breaks)
Part-Time Employees	Minimum shift length is 4 hours. Exceptions include: Front of House employees where the standard minimum shift length is 3.5 hours. Where demand for FOH Employees is less than 2.75 hours a minimum shift length of 3 hours will apply. Maximum shift length of ordinary hours is 10 hours worked (inclusive of paid crib breaks but not unpaid meal breaks)
Casual Employees	Minimum shift length is 4 hours. Exceptions include: Front of House Employees and Visitor Services Officers where the standard minimum shift length is 3.5 hours. Where demand for FOH Employees is less than 2.75 hours a minimum shift length of 3 hours will apply. Where employees are rostered for a 3 hour minimum shift and work beyond 3 hours then any additional time will be paid at normal overtime rates. Where employees are rostered for a 3.5 hour shift or greater any additional time will be paid as extra time at normal ordinary hour rates. Maximum shift length of ordinary hours is 10 hours worked (inclusive of paid crib breaks but not unpaid meal breaks)
Fire and Safety and Security Group Employees	Minimum shift length is 4 hours. Maximum shift length is 12 hours worked (inclusive of crib breaks)
Meeting and Training	Where possible meetings and training should be scheduled during ordinary rostered hours. Where this is not possible ; Meetings are considered normal business therefore the standard minimum call for the classification will apply. Training is considered normal business therefore the standard minimum call for the classification will apply. However exceptions apply to Evacuation and OH&S training where a minimum call of 2 hours applies.

	Where evacuation training is scheduled on Saturdays, Sundays or a Public Holiday the minimum call for the classification will apply.
Meeting requirements	Where a paid training session or meeting ends before the minimum call employees may be required to carry out other duties until the rostered finishing time. Employees required to attend meetings must notify their rosterer at the earliest opportunity of the date, time and duration of meetings so that meetings can be scheduled during ordinary hours where possible. If the paid meeting is rostered on overtime then the appropriate overtime rates will apply. Attendance at paid meeting does not constitute a change of shift.

11.2 Shift Inclusions (Change Time)

- Where the 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.
- In addition, these classification shall, dependent on the specific work requirements of each relevant work area, also be allocated additional time to prepare for duty and attend required briefings.
- 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.
- All other work related functions will be allocated within a shift such as, but not limited to, cashing up.
- Existing Payglobal payment practices in relation to 15 minute intervals will continue.

11.3 Limits on Shift Lengths

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.

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.

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.

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 OH&S concerns must be considered.

11.4 Number of Shifts per Day

All permanent and temporary and casual employees, other than part-time and casual Front of House Attendants, can only be rostered for one shift per day in the one classification. Part-time and casual Front of House Attendants and may work up to two separate calls in the same classification in a single day.

For employees who hold multiple roles refer to Clause 8.6.

11.5 Breaks Between Shifts

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 and payment will be made as though the hours were worked until the required break has concluded.

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 100% penalty in lieu of all other penalties until a ten hour break is given.

If the employee returns to work on a public holiday they will be paid 150% penalty in lieu of all other penalties until a ten hour break is given.

11.6 Variation and Cancellation of Shifts

Full-Time and Part-Time Employees

Any variation to a rostered shift of ordinary hours will be notified at least seven (7) days in advance with the exception of Visitor Services Officers where the required notice for variation to rosters for permanent part-time VSOs may be four (4) days.

A shift changed by the SOH with less than the required minimum notice will attract a penalty of 100% (150% on a public holiday) in place of any other applicable penalty. This penalty will be paid for any hours during the first shift resulting from the change that fall outside the original rostered shift.

Casual Employees

Shifts for ordinary hours for casual employees may be varied or cancelled up to a minimum of four (4) days prior to the rostered call, however a minimum of three (3) days notice may be provided to:

- Casual Visitor Service Officers
- Casual Theatre and Technical Services staff engaged to support Studio Events and foyer events related to the SOH Food and Beverage business.

Where practicable the SOH will provide casual employees with at least seven (7) days notice of a variation or cancellation.

Where a rostered call for a casual employee is cancelled without the minimum notice being provided to the employee, the employee will be paid for the shift as though the shift had been worked. However, a roster may be cancelled without payment up to 24 hours before a call where the reason for the cancellation is an emergency situation outside the control of the SOH.

12. Rostering Days Off and Rostering Rules

12.1 Entitlements

Full-time and part-time employees will be rostered off work for a minimum of nine days during a four-week roster cycle. These "Rostered Days Off" (RDO's) will be clearly identified on the roster. All other days off within the roster cycle are not considered "rostered days off" for the purposes of penalty payments and break clauses as outlined in Clause 12.

12.2 Rostering RDO's

Where possible, RDO's for full-time and part-time employees will be rostered in multiples of at least two consecutive days. In any single four-week roster period there must be at least two occasions of two consecutive rostered days off.

Wherever possible the SOH will roster employees to maximise the opportunities to have weekend time off. 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. A weekend day is defined as either a Saturday or a Sunday. In each four-week roster period an employee will be entitled to at least two weekend days off. At least one of these weekend days must be consecutive with another rostered day off.

12.3 Working on an RDO

When a full-time or part-time employee accepts a stand alone overtime shift on an RDO, that day will remain as an RDO and overtime will be paid at 100% penalty. Alternatively the employee may choose to take time in lieu of payment for overtime as provided for in Clause 17.2 Overtime. This overtime shift will not invoke the 31 or 55-hour rules, however the ten hour break between shifts will still apply.

Part-time employees who accept additional shifts to their notified roster will not receive a penalty for working on a day off. They will only receive the 100% penalty for working on one of their 9 nominated RDO's during the roster period.

12.4 Single Rostered Day Off (31 Hour Rule)

On a single rostered day off, a minimum 31-hour break will be provided between shifts (including overtime).

If an employee has hours rostered prior to the conclusion of the appropriate minimum 31-hour break, they are not required to work. Where an employee returns to work without the 31 hour break a penalty applies until the required break is given.

In the case of an emergency, an employee may be asked to return to work prior to the conclusion of the appropriate minimum 31-hour break.

If the employee agrees and returns to work, they will be paid 100% penalty in lieu of all other penalties until a ten hour break is given.

If the employee returns to work on a public holiday prior to the conclusion of a 31-hour break, they will be paid 150% penalty in lieu of all other penalties until a ten hour break is given.

12.5 Two Consecutive Days Off

On two consecutive days off, a minimum 55-hour break will be provided between shifts (including overtime).

If an employee has hours rostered prior to the conclusion of the appropriate minimum 55-hour break, they are not required to work those hours and payment will be made as though the hours were worked until the required break has concluded.

In the case of an emergency, an employee may be asked to return to work prior to the conclusion of the appropriate minimum 55-hour break. If the employee agrees and returns to work, they will be paid 100% penalty in lieu of all other penalties until a ten hour break is given.

If the employee returns to work on a public holiday without a minimum 55 hour break they will be paid 150% penalty in lieu of all other penalties until a ten hour break is given.

12.6 Maximum Days & Hours Worked Before RDO Must Be Provided

'Waged' employees (including casuals) will be provided with at least two consecutive days free from duty after seven (7) consecutive days or fifty (50) hours worked, whichever occurs first.

An exemption to the 7 day rule exists for Stage Managers and casual FOH however the 50 hour rule still applies.

12.7 Penalty for Breaching 7-day/50 hour rule

If hours are offered and accepted so as to cause the 50 hour/7 day rule to be broken, then 100% penalty applies for a minimum of 4 hours and an additional penalty granting leave will apply to those hours worked in excess of 50 hours or 7 days that caused the breach. This penalty will be additional recreation leave granted on an hour for hour basis with a minimum of four hours to apply.

If hours that cause the breach are offered and accepted on an RDO that day will continue to be counted as one of the nine (9) RDO's during the roster period due to the penalty provided in exchange for working that RDO.

The penalty payment for breaching the 50 hour counter will continue to apply until a single day off is provided to the employee. For the purposes of this clause a single day off is a minimum 31 hour break between shifts (including overtime). If it is necessary to adjust a rostered shift to provide the minimum required day off (31 hours) following a breach of the 50 hour or 7 day rule, the notice provision and penalty paid for the change of roster does not apply as outlined in Clause 11.6.

12.8 Alternative to Rostering a Ninth RDO

If, as a result of operational requirements, the rosterer has difficulty in rostering nine (9) RDOs in the four-week roster period, then with the agreement of the employee, eight (8) RDOs may be rostered and eight (8) hours may be added to the employee's recreation leave in lieu of the ninth RDO.

This accrued leave should be taken as soon as possible from the time of accrual. Prior to the effected RDO being worked, a leave form shall be submitted which specifies the date or time period when the employee elects to take leave.

12.9 Days of Religious Significance

The 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 the SOH of such a day at least two weeks prior to its occurrence. If insufficient notice is given and the change cannot be accommodated, then employees may use any available leave credits to cover an absence on such days.

13. Roster Consultation, Notification and Requests

13.1 Roster Consultation

Rosters 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 or urgent personal matters. In moving from one roster period to the next, the 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. Rosters will be fair and equitable, meet the requirements of equal employment opportunity, occupational health and safety considerations and family responsibilities.

It is the responsibility of employees, where possible, to ensure availability/leave requests are made well in advance of a roster being prepared and to follow up their requests with their supervisor. The 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. A roster change to consolidate RDO's may be made by mutual agreement subject to the needs of the SOH.

Casual Employees

Casual employees are required to provide their availability for work prior to rosters being prepared for permanent and temporary staff, so that offers of work can be suitably provided. Rosters will be fair and equitable and meet the requirements of equal employment opportunity and occupational health and safety.

13.2 Roster Notification & Distribution

- Employees are encouraged 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.
- Each work area will adopt their own mechanism for roster consultation as agreed or in practice in their work areas at the time of certifying this agreement.
- As a minimum, the following standards will apply:
 - o The Draft Roster will be placed on the noticeboard no later than the start of Week 2 of the current roster period (three weeks prior to the start of the next roster period being worked).
 - o During Week 2 of the current roster period, changes in rosters will largely be driven by last minutes changes to demand or owing to further availability issues raised by employees.

- o The Final (Confirmed) Roster will be placed on the noticeboard no later than the start of Week 3 of the current roster period (two weeks prior to the start of the next roster period being worked).
- 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;
- Employees may request a copy of their individual and section roster where Pay Global is used.
- Employees must provide as much notice as possible for the taking of recreation and extended leave. Except in exceptional circumstances, at least 10 days notice must be given.

Explanation of roster notification and distribution

Week 1 of Roster Period	Week 2 of Roster Period	Week 3 and 4 of Roster Period	New Roster Period
Draft Roster is posted on Noticeboard at end of Week 1	Final Roster is posted on Noticeboard at end of Week 2		

Casual Employees

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. The parties acknowledge that the performing arts and tourism industry often result in hours requiring extension beyond the time to ensure the success of the production and service to our patrons and visitors. In these circumstances, notwithstanding reasonable personal commitments, employees are required to complete their assigned tasks at their ordinary hourly rate of pay, unless these hours exceed the maximum ordinary hours provided for in this Agreement where applicable penalties or overtime will apply. Alternatively, where assigned tasks are completed prior to the roster finish time, employees will be assigned other tasks or paid for the time worked or minimum call for the classification.

FOH casuals are provided with a nominal finishing time without incurring additional costs. FOH casuals who work less than the nominated finishing time will be paid for the minimum 3.5 hour call, FOH casuals who work beyond the nominal finishing time will be paid ordinary time rates for up to 10 hours before overtime is applied, unless the rostered shift is three hours in which case any additional time will be paid as extra time at normal overtime rates. Refer clause 11.

13.3 Use of Rostering & Timekeeping System

All waged staff are required to use the rostering and timekeeping system chosen by the House to record the starting and finishing of shifts.

13.4 Adherence to Rosters

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

13.5 Personal Roster Requests

(Long Term)

An individual requiring on-going special roster arrangements to accommodate circumstances including but not limited to 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. Where possible, these must be made within a reasonable timeframe. In considering whether to approve such a request a manager shall take note of the Sydney Opera House’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. If matters are not resolved to the satisfaction of either party, the conflict, dispute, grievance prevention and resolution procedure in Clause 6 of this Agreement may be applied.

(Short Term)

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 above.

13.6 Rostered Hours

All rostered hours will clearly differentiate between ordinary hours and overtime hours at the time of preparation and distribution of rosters, including when rosters are varied at a later date.

13.7 Roster Multiples

All rostering will be calculated on 15 minute roster multiples.

14. Meal Breaks and Crib Breaks

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

<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. 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> <p>Breakfast 07.00 - 10.00 hours Lunch 12.00 - 15.00 hours Dinner 17.00 - 20.00 hours Supper 22.00 - 01.00 hours</p> <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 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 150%. If an employee is unable to take the required meal break(s) during their shift then overtime at 100% penalty rates (or 150% on a public holiday) will apply for the hours in excess of the ordinary hours rostered. Meal breaks outside ordinary hours shall be of 30 minutes duration.</p>
<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: For work of more than 5 and not more than 7 hours one crib break. For each additional three hours or part thereof one crib break.</p>

	<p><u>Break provided late or not taken</u></p> <p>Any employee required to work for more than seven hours continuously without a crib break will be paid 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 \$150%.</p> <p>The following staff can be rostered for crib breaks: Performing Arts- Stage Managers Security- Operational Security Officers, Duty Security Managers, FOH Security Officers FOH- Venue Managers Facilities- Theatre Maintenance Technicians, Fire and Safety Coordinators, Fire and Safety Officers, OH Nurses</p>										
Meal Breaks & Payments (Overtime)	<p>In addition to other payments where an employee is required to work overtime the following arrangements will apply.</p> <p>Employees who normally receive a meal break for every five hours worked (ordinary and overtime), will be provided with an unpaid meal break of at least 30 minutes duration provided that overtime is at least 1.5 hours in duration, and the appropriate allowance from the following table:</p> <table border="1"> <thead> <tr> <th>Time Band</th> <th>Effective 1/7/06</th> </tr> </thead> <tbody> <tr> <td>06:00 to 10:00</td> <td>\$17.50</td> </tr> <tr> <td>10:00 to 15:00</td> <td>\$21.90</td> </tr> <tr> <td>15:00 to 23:00</td> <td>\$17.50</td> </tr> <tr> <td>23:00 to 06:00</td> <td>\$21.90</td> </tr> </tbody> </table> <p>Meal allowance rates increase in line with increases in the reasonable meal allowance limit as set by the Australian Taxation Office.</p>	Time Band	Effective 1/7/06	06:00 to 10:00	\$17.50	10:00 to 15:00	\$21.90	15:00 to 23:00	\$17.50	23:00 to 06:00	\$21.90
Time Band	Effective 1/7/06										
06:00 to 10:00	\$17.50										
10:00 to 15:00	\$21.90										
15:00 to 23:00	\$17.50										
23:00 to 06:00	\$21.90										
Crib Breaks & Payments (Overtime)	<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 of \$13.15 for the first crib break and \$10.95 for 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>										

15. Public Holidays

15.1 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.

15.2 Rostering on Public Holidays (Waged Employees)

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

- 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.

- 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.
 - 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.
 - 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.
 - 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.
- Employees rostered for overtime on a public holiday will be paid double time and a half for overtime hours worked.

Casual employees are subject to the following public holiday provisions:

- employees who work ordinary time on a public holiday will be paid penalties of 150% in lieu of all other penalties;

15.3 Working on Public Holidays (Salaried Employees)

If a Salaried employee is required to work on a public holiday, he/she 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.

16. Penalties

16.1 Scaled Penalties

Penalties are paid according to the time band in which the worked hours fall. A scaled penalty rate applies to shift workers in job classifications in the table at 16. This scaled penalty is calculated by averaging ordinary hours shifts worked Monday to Saturday. Shifts commencing or finishing outside ordinary hours attract a penalty of 35%. The scaled penalty does not include penalties for Sundays and Public Holidays (refer to Clause 16.4 for Sundays and Clause 15 for Public Holidays).

Where an employee requests a change to working hours outside the normal roster for their classification and as a result there is a lower scaled penalty rate applicable, there will be no access to the provisions of No Financial Disadvantage in this instance.

When new positions are created in the 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.

If a realistic scaled penalty figure cannot be determined prior to a position going into operation 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.

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.

Scaled penalties are payable on paid sick leave, but not payable on any other type of leave.

Determining the rate of a new scaled penalty is achieved by:
 Totalling the number of ordinary hours that occur in the new roster from Monday to Saturday between 6:00am and midnight (TOTAL).

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.

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:

$$\{(0.1*10\%P) + (0.15*15\%P) + (0.5*50\%P)\} *100 / \text{TOTAL}$$

This percentage is then taken to the nearest .25%. This figure plus any disability allowances shown in the table below becomes the scaled penalty rate.

A reduction in the scaled penalty rate will not result in a reduction in recreation leave accrual for the employee.

16.2 Annual Adjustment of Scaled Penalties

During the life of this Agreement the scaled penalty for each classification will be reviewed and adjusted on an annual basis. In the first year of the Agreement (commencing 1 July 2006) the scaled penalty rates will be as outlined in the table at Clause 16.3. During the second year of the Agreement (commencing 1 July 2007) the scaled penalty rates will be reviewed and adjusted to reflect working hours for each classification. During the third year of the Agreement (commencing 1 July 2008) the scaled penalty rates will be reviewed and adjusted to reflect working hours for each classification.

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.

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.

16.3 Monday to Saturday

The following penalties will apply for all ordinary hours worked by waged employees according to the time band in which the worked hours fall (except those employees in receipt of a composite wage as provided for in Clause 16.4).

Time Band (Hours)	Rate Applicable Base rates of pay plus the following penalty (on base rates)
Monday to Saturday	
06:00 – 2400	Scaled Penalty Rate (refer table below)
24:00 – 06:00	35%

Note: No ordinary hours shift will commence or finish between midnight and 6am.

Casual employees will be paid a casual loading for each ordinary hour worked in addition to the penalties above.

Scaled Penalty Rates (as at date of certification)

Position	Department	Disability Component	Scale Penalty
CHIEF EXECUTIVE			
FOH SECURITY OFFICER	SECURITY		12.5%
OPERATIONAL SECURITY OFFICER	SECURITY		12.5%
SECURITY TEAM LEADER	SECURITY		12.5%
DEVELOPMENT & MARKETING			
CORPORATE COMMUNICATIONS MEDIA RELATIONS ASSISTANT	CORPORATE COMMUNICATIONS		5%
PUBLICITY OFFICER	CORPORATE COMMUNICATIONS		5%
JUNIOR DESIGNER & ASSISTANT	MARKETING		5%
MARKETING ASSISTANT & RUNNER	MARKETING		5%
MARKETING OFFICER	MARKETING		5%
CORPORATE PARTNERSHIPS CO-ORDINATOR	SPONSORSHIP		5%
FACILITIES PORTFOLIO			
BUSINESS SUPPORT ASSISTANT	BCU – FACILITIES		5%
ELECTRICIAN	OPERATIONS & MAINTENANCE	1.25%	11.25%
ELECTRONICS TECHNICIAN	OPERATIONS & MAINTENANCE		11.5%
THEATRE MAINTENANCE TECHNICIAN	OPERATIONS & MAINTENANCE	1.25%	11.5%
MAINTENANCE ASSISTANT	OPERATIONS & MAINTENANCE	1.5%	11.5%
MAINTENANCE FITTER	OPERATIONS & MAINTENANCE	1.25%	11.25%
OPS CENTRE ADMINISTRATOR	OPERATIONS & MAINTENANCE		11.5%
TECHNICAL SUPERVISOR (BUILDING)	OPERATIONS & MAINTENANCE		11.5%
TECHNICAL SUPERVISOR (COMM & AV)	OPERATIONS & MAINTENANCE		11.5%

TECHNICAL SUPERVISOR (ELECTRICAL)	OPERATIONS & MAINTENANCE		11.5%
TECHNICAL SUPERVISOR (MECHANICAL)	OPERATIONS & MAINTENANCE		11.5%
TECHNICAL SUPERVISOR (OPERATIONS)	OPERATIONS & MAINTENANCE		11.5%
FIRE & SAFETY OFFICER	SITE MANAGEMENT		12.5
OCCUPATIONAL HEALTH NURSE	SITE MANAGEMENT		7.5%
SITE MANAGEMENT CO-ORDINATOR	SITE MANAGEMENT		12.5%
PERFORMING ARTS			
EVENT MANAGEMENT ASSISTANT	PRESENTER SERVICES		10%
STAGE MANAGER	PRESENTER SERVICES		12.5%
SUPERVISOR	LIGHTING, STAGING & SOUND	.25%	15.25%
TECHNICIAN	LIGHTING, STAGING & SOUND	.25%	15.25%
OPERATOR	LIGHTING, STAGING & SOUND	.25%	15.25%
ASSISTANT OPERATOR	LIGHTING, STAGING & SOUND	.25%	15.25%
THEATRE SUPPORT OFFICER	PRODUCTION & PRESENTATION		5%
CUSTOMER RELATIONS			
DUTY MANAGER – FRONT OF HOUSE	CUSTOMER SERVICE		15%
FRONT OF HOUSE STAFF	CUSTOMER SERVICE		20%
DUTY MANAGER - VISITOR SERVICES	CUSTOMER SERVICE		10%
VISITOR SERVICES OFFICER	CUSTOMER SERVICE		10%
CONCIERGE	CUSTOMER SERVICE		15%
DUTY MANAGER – TICKETING	TICKETING SERVICES		12.5%
TICKET SALES ADVISOR	TICKETING SERVICES		12.5%
TOURISM RESERVATIONS & SALES CONSULTANT	TICKETING SERVICES		5%

FINANCE AND SYSTEMS			
ADMINISTRATION & COMMUNICATIONS ASSISTANT	BUSINESS SERVICES		15%
COMMERCIAL ASSISTANT	BUSINESS DEVELOPMENT		5%

16.4 Sundays

All ordinary hours worked by waged employees (other than those in receipt of a composite wage (refer clause 16.5) on a Sunday will be paid a penalty as prescribed below:

Time Band (Hours)	Rate Applicable
00:00 – 2400	100% on base rate of pay

Note: Scaled Penalties and Casual Loading will not be paid on a Sunday.

- Penalties are not payable on leave

Note: No ordinary hours shift will commence or finish between midnight and 6am.

16.5 Fire & Safety and Security Employees Composite Penalties

At the time of certification of this Agreement, the classifications of:

- Fire & Safety Officer
- Operational Security Officer (excluding the Front Of House Operational Security Officer)

received a composite penalty of 25.6% to be paid in lieu of scaled penalties, night penalties, Sunday penalties and annual leave loading. These Composite Penalty and rostering arrangements will continue to apply for these employees.

16.5.1 At the time of certification of this Agreement composite penalties apply to Fire and Security employees only, and the composite penalty rate is 25.6%.

16.5.2. Composite penalties are payable only to permanent and temporary employees and are paid in lieu of scaled penalties, night penalties, Sunday penalties and annual leave loading.

16.5.3. Composite penalties are paid on all ordinary hours including all forms of paid leave except Long Service Leave.

16.5.4. Ordinary hours worked on a public holiday attract the composite penalty as well the public holiday loading of 150% (non-cumulative).

16.5.5. Overtime is calculated on the base rate only not including composite penalties.

16.5.6. 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.

17. Overtime

17.1 Waged Employees

Employees may be required to work a reasonable amount of overtime. Where the SOH is aware of the need for overtime to be worked at the time rosters are created, the rostering of overtime will occur in consultation with the employees so rostered.

Payment for overtime will be calculated to the nearest quarter hour and overtime on each day will stand alone. No ordinary shifts will commence or finish between 2400 and 0600.

Work in excess of maximum shift length of ordinary hours as specified in this Agreement will be paid for at overtime rates. Overtime for over 10 hours worked includes paid crib breaks but not unpaid meal breaks.

Overtime for employees in receipt of composite penalties (Operational Security Officers and Fire and Safety Officers) commences when maximum shift lengths of more than 12 hours (inclusive of paid crib breaks) are worked. Unless otherwise specified the rates for overtime are as follows:

Overtime Period	Rate of Payment
Permanent & Temporary Employees	
<u>Monday to Saturday - work outside of ordinary hours</u>	Time and a half for the first two hours and double time thereafter.
<u>Hours in excess of 12 hours worked</u>	Double time
<u>Sunday</u>	Double time
<u>Public Holiday</u>	Double time and a half
Casual Employees	
<u>Hours worked in excess of ordinary hours (per shift and roster cycle) - Refer Clause 11.1.</u>	Time and a half for the first two hours and double time thereafter
<u>Sunday</u>	Double time
<u>Public Holiday</u>	Double time and a half

When rostering overtime, EEO and OH&S issues must be considered for the individual involved and the employees with whom they are directly working. If excessive levels of overtime are identified in any area, the causes need to be investigated.

17.2 Leave in Lieu of Payment for Overtime

Prior to working a stand alone overtime shift an employee may elect to have additional hours added to their recreation leave balance in lieu of payment. At the time the employee elects to convert payment for overtime to recreation leave, they may submit a leave form specifying the agreed date or time period in which this leave is to be taken.

- Monday to Saturday - For all such converted overtime hours a payment equal to 100% of base pay will be made and additional recreation leave will be granted on the basis of one hour's leave for every hour of overtime worked.
- Sundays - For all such converted overtime hours a payment equal to 125% of base pay will be made and additional recreation leave will be granted on the basis of one hour's leave for every hour of overtime worked.
- Public Holidays - For all such converted overtime hours a payment equal to 150% of base pay will be made and additional recreation leave will be granted on the basis of one hour's leave for every hour of overtime worked.

17.3 Salaried Employees

'Salaried' positions work flexible hours over a 24 hour per day seven days per week, dependent on their job requirements and deliveries. As these employees are paid a salary, elements of overtime have already been included in salaried earnings. Any excessive hours worked will be managed in accordance with Clause 10.1.

18. Transport Arrangements

18.1 Reimbursement of Parking Expenses

Upon presentation of proof of payment to their department manager or other authorised officer, all employees continuously engaged by the Sydney Opera House 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.

The reimbursement will apply only in the following circumstances:

- where the employee concerned is rostered or required to commence work prior to 7.00am,
- where the employee concerned is rostered or required to commence work after midday, or
- where the employee concerned is rostered or required to finish work after 8.00pm.

Parking re-imbusement claims should be made within 3 months of the expense being incurred.

18.2 Taxi Arrangements

Employees are entitled, following the approval of their supervisor or manager, to use cabcharge vouchers for travel to and from the Sydney Opera House and their place of residence where they are rostered or required to either:

- finish work at or after midnight or earlier at managerial discretion where no suitable public transport is available.
- begin a shift prior to 6am.

The SOH will consider an employee's public transport arrangements with regard to the commencement or finishing times of shifts.

In these circumstances, where an employee lives beyond the Sydney suburban bus or train network and is eligible for a cabcharge voucher, the SOH will instead supplement an employee's normal public transport arrangements with a cabcharge between the SOH and the departure station or the destination station and home.

Where an employee works hours that would cause the application of the cab charge policy and they have parked in the SOH car park on the day, they may in preference to a cab fare choose to have the cost of that parking reimbursed at the full concessional rate.

18.3 Annual Travel Pass

Employees may apply through payroll for advance pay for the purchase of an annual travel pass. Employees will be required to repay such advances through their regular pay. Where an employee leaves SOH and has not repaid the advance in full then any monies outstanding will be deducted from their final pay.

19. Allowances

19.1 Allowances for Salaried Employees

Only the following allowances are applicable to salaried positions:

- Higher Duties Allowance (as provided for in Clause 19.3)
- First Aid Allowance (as provided for in Clause 19.4)
- Community Language Allowance (as provided for in Clause 19.5)

19.2 Tool Allowance

Intention – To reimburse Operations and Maintenance supervisors and employees required to provide and utilise their own personal tools in the carrying out of their duties, for the cost of purchase and maintenance of these tools.

All employees in the classifications listed below will receive tool allowance.

Electrician \$ 728 p.a.

Mechanical Fitter \$1335 p.a.

Theatre Maintenance Technician (either Electrician or Fitter allowance depending on trade classification)

Adjustments to these rates will occur in line with salary movements contained in this Agreement.

The 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 the SOH to an agreed quality and quantum this allowance will no longer be applicable.

Care and Insurance of Tools

The SOH will guarantee that tools belonging to employees, which are used in the normal course of employment, are insured against loss or damage whilst on the SOH's premises. The respective department manager shall maintain a register of all employee's tools that are to be covered by insurance.

The SOH may request that an employee store his or her 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.

In order to safeguard tools provided by the SOH to employees to carry out their duties against gross negligence or theft, employees provided with tools by the SOH will be responsible for their safe-keeping and will be required to recompense the SOH for the cost of replacing any tool should it be damaged or lost due to gross negligence or theft by the actual employee. The value of such tools will be calculated by allowing for depreciation of 20% per annum.

19.3 Higher Duties Allowance

Intention – To recognise and remunerate the additional skills and responsibilities that employees are required to use while acting in higher graded positions than their substantive role.

Employees may have the opportunity of assuming all the duties of the higher position or only a proportion of them if appropriate. The initial assessment of the portion of the duties of the higher position to be undertaken (and therefore the percentage of the higher duties allowance to be paid) is the responsibility of the supervisor of the higher position. Higher duties arrangements require the approval of the manager or Director, as appropriate. If there is any dispute as to the percentage to be paid resolution will be sought through the House's Conflict, Dispute and Grievance Prevention and Resolution procedure.

Prior to the start of the relieving period the supervisor will be responsible for discussing with the selected employee:

- o the full duties of the position;
- o those duties that are to be undertaken during the relieving period;
- o the criteria determining the rate of percentage of the allowance;
- o the delegations of the position that can be exercised during the relieving period.

Except in the case of training or career development opportunity, no employee will be required to perform work beyond their level of skill.

The remuneration model provides for employees to be receiving either a wage or a salary depending on their particular classification. Hourly rates for waged employees are calculated on the basis of a 38 hour week and for salaried employees on the basis of a 40 hour week. This provides for four possibilities when undertaking higher duties:

1. Waged employees acting in higher waged roles

When waged employees act in a higher graded position that also attracts a wage, then the minimum period that must be worked before higher duties becomes payable is one shift. Where a TTS employee, Operational Security Officer acts in a higher graded 'waged' position, then the minimum period that must be worked before higher duties becomes payable is 2 hours. Visitor Services Officers will also be paid a higher duty allowance for the hours that they conduct backstage tours when no Supervisor is on duty.

2. Waged employees acting in higher salaried roles

When a waged employee acts in a higher 'salaried' role, then the minimum period that must be worked before higher duties becomes payable is one shift.

If the period of relief is less than three months they will continue to work under the normal rostering arrangements for waged employees and attract overtime and penalties as such. As the higher duties 'salary' already has overtime built in it will be adjusted down by 38/42 in order to arrive at a comparable rate to allow for waged rostering arrangements to continue.

If the higher duties arrangements exceed a three month period then the employee, then by mutual agreement between the employee and their manager, these arrangements may continue unchanged or they may adopt all the conditions of the 'salaried' role for the remainder of the relief period.

3. Salaried employees acting higher wages roles

When a 'salaried' employee acts in a higher 'waged' role then the minimum period that must be worked before higher duties becomes payable is one day.

If the period of relief is less than three months, they will continue to work under the normal arrangements for salaried employees and receive a consistent salary that does not include overtime or penalties. As the higher duties 'wage' does not have overtime built in it will be adjusted up by 42/38 in order to arrive at a comparable rate to allow for salaried pay arrangements to continue.

If the higher duties arrangement exceeds a three month period then, by mutual agreement between the employee and their manager, the arrangements may continue unchanged or they may adopt all the conditions of the 'waged' role for the remainder of the relief period.

4. Salaried employees acting in higher salaried roles

When salaried employees act in a higher graded position that also attracts a salary, then the minimum period that must be worked before higher duties becomes payable is one day

If the period of relief is less than three months, they will continue to work under the normal arrangements for salaried employees and receive a consistent salary that does not include overtime or penalties.

19.4 First Aid Allowance

Intention - To compensate suitably qualified employees sought by the SOH to use their first aid skills for the purposes of providing basic first aid services to patrons, performers and other employees.

An employee holding a current St. John's Ambulance Senior First Aid Certificate or equivalent and appointed by the SOH as a First Aid Officer is entitled to receive for the duration of the appointment, the appropriate allowance as determined by the Public Employment Office.

Employment classifications required to hold the First Aid Certificate include Operational Security Officers and Fire and Safety Officers

Payment is based on an annual rate of \$640. 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. 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.

Casual staff will receive an hourly allowance payable on all normal hours worked in the fortnight.

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

19.5 Community Language Allowance

Intention – To compensate suitably qualified employees sought by the SOH to use their language skills for the purposes of providing translation to people from Non English Speaking (NESB) backgrounds.

Employees recognised as having skills in languages other than English and who use those skills in public contact situations as an adjunct to their normal duties may be entitled to the payment of a Community Language Allowance.

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. Information relating to exams is available from the Payroll Unit of Business Services or by visiting the Community Relations Commission web site at www.crc.nsw.gov.au.

The Community Language Allowance of \$996 per annum will be paid and adjusted in line with movements in rates as determined by the Public Sector Management Office from time to time. The Allowance will:

- o be paid as an allowance in the nature of salary for all purposes under the provisions of this Agreement
- o be paid on a pro rata basis to part-time and casual employees
- o be paid only once regardless of the number of languages actually spoken.

Note that this allowance does not apply to Foreign Language Guides who are specifically employed for their language skills.

19.6 Recording & Broadcast Allowance

19.6.1. Intention

The intention of the payment of a Recording and Broadcast Allowance (RBA) is to acknowledge live theatre industry practice and to financially recognise the contribution that relevant theatre technical and stage management staff members make towards the development of a recording made for the commercial purpose of sale, or for broadcast, exhibition and/or distribution.

19.6.2. Application

This allowance applies only to relevant Theatre Technical, Stage Management and Communication Audio Visual Systems staff who work on a performance being recorded for sale, broadcast, and/or commercially used; or as provided for below.

RBA will be payable:

- to only those staff who work a minimum of 30 minutes on the production on the actual day of the 'performance' that is recorded or broadcast, includes employees involved in the bump in, bump out or reset on the actual day;
- for a one off performance, the eligibility period for employees undertaking "bump in" shall extended to the day prior to the scheduled performance.

- where there is an audience present;
- on occasions where the only purpose of hiring is the transmission, recording, etc of a live commercial broadcast (such as 'Australian Idol'), including where there is either no audience or a non-paying audience present;
- where recordings of conferences, meetings and presentations are later sold or used as a separate commercial product;
- where recordings made for publicity and promotion purposes are used other than is provided in clause 19.6.4 or are sold as a separate commercial product, or broadcast, exhibited and/or distributed;
- where Archival Recordings are used other than is provided in clause 19.6.5 or are sold as a separate commercial product, or broadcast, exhibited and/or distributed;
- where recordings of a performance take place for commercial purposes;
- for recordings of live performances later sold as a separate commercial product or broadcast, exhibited and/or distributed;
- for web casting;
- for broadcasts to an additional audience on or off-site;
- for rehearsals, or parts of rehearsals, that are sold as a separate commercial product or broadcast, exhibited and/or distributed or form a part of the final product.
- When the purpose for which the recording is to be made is not specified

RBA is not payable:

- to those employees who work only on the 'bump in', 'bump out' or 'reset' stages of production at other times besides on the actual day of the performance;
- to employees who provide technical adjustments on performances that are later recorded at other times besides on the day of the performance;
- on occasions where the only purpose of hiring is the transmission, recording, etc of a performance, show or commercial, including where there is either no audience or a non-paying audience present; except for live commercial broadcasts (such as 'Australian Idol')
- for recordings made for publicity and promotion purposes (as provided for in clause 19.6.3);
- for archival recordings (as provided for in clause 19.6.4);
- for recordings of conferences, meetings and presentations (as provided for in clause 19.6.5);
- for still images;
- for rehearsals, unless extracts of these recordings are later sold as a separate commercial product or broadcast, exhibited and/or distributed or form part of the final product;
- for recordings broadcast through the SOH close circuit television (CCTV) system;
- non-commercial recordings of SOH training and information sessions;
- where an exemption is agreed to by employees.

Any recording or broadcast initially deemed to be exempt under this clause that is later sold as a separate commercial product intended for financial gain or is broadcast, exhibited or distributed in any form will result in the payment of RBA. Any recording focussing on the backstage/technical aspects of an event (unless otherwise provided for above) and all documentaries require separate negotiations.

19.6.3 Publicity & Promotion

Recording and Broadcasting that are intended exclusively for the promotion and publicity of the production and/or presenting company or the on-selling of the presenting company's productions do not attract RBA payments. This includes but is not limited to advertisements, magazine type programs, publicity for the company, news and current affairs programs. As these recordings are not intended to and do not create a direct commercial benefit for the hirer through sale, they can be used outside of the Sydney Opera House beyond the season in which they were recorded, however this material:

- a) Cannot be sold by the company, or its agents, to any other party; or used by a third party for commercial purposes.
- b) Cannot entail the continuous replay of a complete production or complete segments of a production of more than 5 minutes for on site publicity and promotional purposes.
- c) Cannot entail the use of extracts of a production of more than 5 minutes in total, for all other publicity and promotional purposes

19.6.4 Archival Recordings

An Archival Recording is a recording made for the sole purpose of documenting technical and performance aspects of a production. Archival Recordings are exclusively for use of those creative and management employees directly associated with the Company or the Sydney Opera House. Archival Recordings are not intended to create a direct commercial benefit for the hirer, and are not to be used for broadcast, exhibition, distribution or sale in any form.

When there is a written undertaking from the hirer, an archival recording may be used for the following purposes:

- a) A historical record for the employer for the use by its staff, students and historians;
- b) An archival reference for right's holders;
- c) An archival reference for principle cast and production (creative team with appropriate waivers signed by the performing company);
- d) A performance reference for each performer where more than one cast is performing the same piece;
- e) As a tool to on-sell the performance
- f) For planning and research
- g) As a guide to recreate the performance when a show is re-staged or revived;
- h) By a choreographer/director/musical director to remount future productions.
- i) As a rehearsal aid for performers.

19.6.5 Conferences, Presentations & Meetings

Recordings made of conferences, presentations and meetings may be made for non-commercial archival purposes in accordance with clause 19.6.4.

19.6.6 Process

The SOH will continue to raise the issue of recording or broadcast from the point of contract initiation by the hirer, through production meetings, estimation, contract preparation and prior to the performance taking place. The relevant Event Manager, Presenter Services will continue to provide advice on the implications of recording and broadcasting at the House to presenters and will advise the Manager, Presenter Services as soon as practicable once this intention has been confirmed.

The Manager, Presenter Services will determine whether RBA will be payable in a particular circumstance. In determining whether RBA is applicable, the Manager, Presenter Services will be guided by the application clause 19.6.2. As a matter of policy, the SOH will provide as much notice as possible in relation to the nature and intent of any recording, with a minimum of 24 hours notice given. SOH will ensure Supervisors are informed immediately once notification has been received from the hirer to ensure appropriate resources can be arranged. In exceptional circumstances, where 24 hour's notice is not provided, the House will use its best endeavours to inform staff and Delegates affected by the late notice. Staff may make recommendations to the Manager Presenter Services on how future incidents could be avoided. If the Alliance delegates or other member of staff feels the determination made by the Manager, Presenter Services is incorrect, consultation will occur through the Alliance delegates, prior to any application of normal dispute settlement procedures, however the recording will still occur.

The hirer will be required to indicate the purpose of the recording being made; if this does not occur, the recording will not take place or RBA will be payable.

19.6.7 Special Exemption

Where RBA is payable for a recording and/or broadcast in accordance with this clause but the Hirer, Artist or SOH requests an exemption from payment of the RBA by the Hirer, such a request shall be referred to the Alliance delegates for consideration.

In considering the request for an exemption, the Alliance delegates may take into consideration the interests of the SOH, the Hirer, the artists and the staff involved in the recorded and/or broadcast of live rehearsal or performance. The Alliance delegates may also consider the benefit to the community or a sector of the community or other public benefit arising from the use of the recorded and/or broadcast material. The Alliance delegates shall also consult with affected technical and stage management staff.

The decision of the Alliance delegates may include, but not be limited to, acceptance of the request for exemption from paying the RBA, rejection of the request, or payment of a lesser RBA. The Manager of Presenter Services shall notify the Hirer, the SOH Chief Executive and all relevant staff of the delegate's decision.

19.6.8. Payment

Each and every TTS Technical, Stage Management and Communications Audio Visual system employees who undertakes technical work on a performance which is recorded or broadcast shall be entitled to an RBA payment of \$92.42, provided that such an employee shall work on the production for a minimum of 30 minutes (this includes bump in, bump out & reset stages of a production).

This rate shall be adjusted in line with salary movements in the EDA. The allowance will be paid as a once only payment for the final recorded product. This allowance will not be regarded as ordinary pay for the purposes of the calculation of overtime, penalty rates or annual leave loading.

Where only the audio component of the performance is to be recorded or broadcast, the RBA will apply only to audio crew. RBA will be payable to stage managers who work on a live audio broadcast.

19.6.9. Definitions

A "commercial" recording is one from which a direct financial benefit is gained following a recording being made. The recording must be directly saleable to another party for a measurable financial gain.

A "performance" is where the SOH and/or Presenting Company have sought an audience to display performance art forms.

A "recording" is the preservation of the vision and/or audio components of an event onto any media for the purpose of later replay of that performance. A still image cannot be replayed and therefore does not attract RBA payments.

"Broadcast" means the transmission of program material to an additional audience whether the delivery uses the radio frequency spectrum, cable, optical fibre, satellite or any other means or a combination of those means. This includes web casting.

An "archival recording" is a recording made for the sole purpose of documenting technical and performance aspects of a production.

A "segment" includes but is not limited to a scene of a dramatic production, an aria or ensemble piece of an operatic production; a dance piece; or a movement of music in an instrumental/orchestral production.

19.7 Appearance Money

Intention – To compensate Theatre and Technical Services employees for undertaking their normal duties on stage/performance space while in view of an audience during the performance.

Employees in Theatre and Technical Services working in view of the audience, will be paid an allowance of \$9.99 per performance. This allowance will not apply to employees:

- o working in a blackout on a stage
- o who handle musical instruments and other equipment during a concert interval, change in movement, act or program
- o employed in Sound & AV Services required to mix a concert in view of the audience

Adjustments to this rate will occur in line with salary movements contained in this Agreement. The Manager, Production & Presentation will attempt to resolve any disagreement as to the application of this allowance, prior to the matter being resolved by the dispute resolution procedure

19.8 Costume Allowance

Intention – To compensate Theatre and Technical Services employees for undertaking their normal duties on stage/performance space and in the view of an audience while wearing a costume. This allowance is paid in addition to the ‘Appearance Money’ Allowance as provided for in Clause 19.7above.

Where an employee from the Theatre and Technical Services Department is required to wear a costume while in view of an audience they will be paid an additional allowance of \$4.74 per performance.

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

The Manager, Production & Presentation will attempt to resolve any disagreement as to the application of this allowance, prior to the matter being resolved by the dispute resolution procedure.

19.9 Clothing Allowance

Intention – To reimburse employees, who are required to perform their duties in formal attire, for expenses incurred in purchasing and laundering these garments.

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. Reference should be made to the SOH Clothing Allowance Policy for further detail of arrangements and roles required to perform duties in formal attire.

Employees required by the SOH to provide and wear their own formal clothes whilst rostered on duty will be paid a clothing allowance of \$11.26 per week 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. Should such employee terminate their employment prior to the end of the financial year, these advanced monies will be recoverable from their final pay.

This rate will be adjusted in line with movements of the average CPI - general clothing index at the same time as movements in those allowances which are adjusted by the Public Employment Office in this Agreement.

Those employees in receipt of this allowance at the time of certification will continue to receive this allowance until such time as they are provided with a uniform.

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, the SOH will discuss this with the employee concerned and mutually agree to either reimburse the employee for the hire of such evening wear or reimburse the employee for the cost of laundering their own formal attire.

19.10 Electrical Licence Allowance

Intention – To reimburse appropriately qualified employees, employed in the Electrician classification, for the cost of maintaining an Electrician’s trade licence as required under law to perform the function of their position.

Electrical Licence Allowance is payable at the rate of \$1819 per annum. Payment is made on an hourly basis, in addition to their base rate of pay. It is considered to be salary for all purposes.

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

19.11 Forklift Licence Allowance

An employee, who, in the course of his /her employment, is licensed to and is required to operate a forklift, shall be paid an allowance of \$240 per annum.

Adjustments to this rate will occur in line with salary movements contained in this Agreement. Employees must produce the original licence to the Payroll Unit so that a copy can be placed on their personal file.

19.12 Gantry Crane Licence Allowance

An employee, who, in the course of his /her employment, is licensed to and is required to operate a gantry crane, shall be paid an allowance of \$332 per annum.

Adjustments to this rate will occur in line with salary movements contained in this Agreement. Employees must produce the original licence to the Payroll Unit so that a copy can be placed on their personal file.

19.13 Scaffolding/Rigging Allowance

An employee holding a Scaffolding or Rigging Certificate issued by Workcover NSW and who is engaged on work requiring a certified person shall receive an additional \$0.59 per hour.

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

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

19.14 Reimbursement of Security Licence

Intention – To reimburse appropriately qualified Security Group employees required by the SOH and under law to use their Security Licence to perform the function of their position for the cost of maintaining a Security Licence.

Employees in the Security Group are required to hold a Security Licence. Upon production of the licence and an appropriate receipt number to the Payroll Unit, the SOH will reimburse the total cost of the Licence at the time of renewal.

19.15 Additional Skills / Competencies Allowance

Any employee in receipt of a competency payment at the time of certification of this Agreement will continue to receive the set competency payment. Payments being made for competencies are considered as salary for all purposes.

Where an employee considers he/she has additional skills/competencies beyond those set out in the employee's job descriptions and these skills are used by the organisation, the SOH will review and re-evaluate the employee's position description.

19.16 No Financial Disadvantage Allowance

The provisions of No Financial Disadvantage (NFD) will ensure that the base hourly rate (not including casual loading) will not be reduced.

If it is determined that NFD is payable, an amount will be calculated by comparing the annual base salary (not including casual loading) prior to the relevant change, to the new rates applicable following that change. If there is a decrease, then NFD will be paid by way of an allowance. This allowance shall be considered salary for all purposes, which ensures no drop in any rates. NFD payments will decrease as general salary increases scheduled in this Agreement are applied.

If an employee chooses to apply for a permanent position that becomes available through normal employee movement and not as a result role evaluation and that permanent role attracts a lower salary, the SOH will not maintain hourly rates.

Where employees are displaced through restructuring and redeployed to work valued at a lower rate of pay, they are entitled to salary maintenance at their former substantive rate for a period of 12 months, commencing from the date of being advised in writing by SOH that they are excess to the organisation's requirements. (Please refer to the Public Sector Employment and Management Act 2002 Section 57, Premier's Memorandum's No 96-5 and Premier's Department Circular No.98-62 Managing Displaced Employees, Salary Maintenance Provisions)

NFD allowance is not payable where scaled penalties are adjusted annually.
Refer Clause 16.

20. Leave Entitlements

20.1 Leave Information

The following leave is provided for in the NSW Government Personnel Handbook, the provisions of the Public Sector Employment and Management Act 2002, and regulations under that Act, as amended from time to time.

Conditions apply to some forms of leave, and all employees are advised to obtain full and accurate information from the Payroll Unit or by referring to the NSW Government Personnel Handbook available from the Payroll Unit, the Human Resources Department or on-line at: <http://www.premiers.nsw.gov.au>

A brief description of the most common leave entitlement are provided within this section.

20.2 Annual (Recreation) Leave

Accrual of Recreation Leave

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

Full-time employees will accrue recreation leave on a daily basis at the following rates:

	Weeks per annum	Hours per annum
Waged employees in classifications that attract a scaled penalty rate of:		
Less than 7.5% as at 1 July 2006	4 weeks	152 hours
7.5% or above as at 1 July 2006	5 weeks	190 hours
Salaried Employees	5 weeks	200 hours

Part time employees will accrue the same entitlements on a pro-rata basis.

Temporary Employees accrue recreation leave the same as permanent employees. Accrued recreation leave may be carried over successive contracts where a temporary employee is immediately re-engaged on a new temporary contract without a break in employment.

Where an employee is prevented by operational or personal reasons from taking recreation leave and keeping such leave between an acceptable level of either:

4 to 6 weeks for classifications accruing 4 weeks recreation leave per year, or

5 to 7.5 weeks for classifications accruing 5 weeks recreation leave per year;

the relevant Director will specify the period of time such leave shall be conserved and upon expiry of such time approve a period of leave that enables the employee to keep their balance at an acceptable level below two years entitlement, being 8 weeks for classifications accruing 4 weeks recreation leave

per year or 10 weeks for classifications accruing 5 weeks recreation leave per year. Employees will continued to be notified their recreation leave balances through regular pay slips.

Taking of Recreation Leave

The minimum period of recreation leave is half an hour and is subject to the convenience of the SOH. Recreation leave must be applied for and approved before it is taken.

For OH&S reasons, employees are required to take at least one period of recreation leave each year of at least two weeks (76 for waged employees or 80 hours for salaried employees) duration providing sufficient leave is available. The same provisions apply to part-time employees on a pro rata basis.

Annual Leave Loading (Waged Employees)

Full-time and Part-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 employees in receipt of a composite wage as it is included in the composite penalty payments (Clause 16.4).

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.

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.

20.3 Sick Leave

Employees accrue sick leave at the rate provided for in the following table:

Category of Employment	Accrual
Full-time Employees	114 hours per annum
Part-time Employees	114 hours on a pro-rata per annum basis
Temporary Employees	114 hours per annum - accrued on a daily basis from the commencement of the contract. Accrual over successive contracts will occur where a temporary employee is re-engaged on a new temporary contract within six months.
Casual Employees	Nil. The casual loading incorporates a payment in lieu of this entitlement.

For permanent employees the entire sick leave grant is credited on 1 January each year. Any sick leave which is not taken accumulates.

In accordance with Public Sector Policy, an employee is required to disclose the nature of their illness so that the SOH can make proper assessment as to the appropriate management of sick leave and compile general workforce information. Employees, who wish to keep the nature of their illness confidential, may choose to inform the SOH through the Government Medical Officer (Healthquest) by the sealing of their leave application form and the inclusion of a medical certificate if required.

A medical certificate is required for a sick leave absence longer than three consecutive shifts. In the case of a temporary employee, a medical certificate is also required for any sick leave absence in the first three months of a temporary contract except where a temporary employee has been re-engaged on a new temporary contract within six months.

Sick leave can also be used, when FACS leave has been exhausted, where the employee is required to care for certain others. In these cases a medical certificate is required for the entire absence, for the person receiving the care.

Refer to Personal/Carer's Leave (Clause 20.8)

20.4 Long Service (Extended) Leave

Long service leave is available to any employee with ten years service within the public sector provided the conditions surrounding continuity of service or recognition of prior service are met.

Full Entitlement

For an employee who has completed a period of ten years full time service as defined in Schedule 3 of the Public Sector Employment and Management Act 2002, the initial entitlement is 44 working days and further long service leave accrues as the rate of 11 working days per calendar year. Part time staff (or full time staff who have had periods of part time service) will receive the full time entitlement on a pro-rata basis.

Pro-rata Entitlement

In 2005 an amendment to the Public Sector Employment and Management Act 2002 provided that eligible employees can access extended leave on a pro-rata basis after 7 years continuous service.

Since 9 May 1985 extended leave provisions have also applied to casuals with a pro-rata entitlement based on the number of normal hours worked.

Taking of Long Service Leave

All Staff

After 10 years service employees (including casuals) are entitled to apply to take periods of long service leave. Employees must provide 4 weeks notice of their intention to take such leave however leave may be granted with less than four weeks notice at management discretion. Such leave shall be granted and taken at a mutually agreeable time. Employees may claim a pro-rata entitlement after 7 years. See above.

Extended leave may be taken at double pay or half pay

Employees may take their extended leave at double pay which allows them to use their entitlement at a faster rate. For example, an employee may use their entitlement to 2 months extended leave by taking one month's leave and receiving two month's pay.

Employees may also take their extended leave at half pay. For example, an employee may take their entitlement to 2 months extended leave at half pay over 4 months leave.

Employees on approved periods of long service leave are not permitted to work at the SOH in any capacity during the period of that leave.

Casuals

Casuals who wish to apply for long service leave will elect how many hours leave will be taken on a weekly basis prior to proceeding on leave. These weekly hours cannot exceed the full time rate of 38 hours per week and cannot be less than the average number of ordinary hours worked per week in the preceding three years (except when taken at half pay). The averaged hours will be based on actual weeks worked in the three year period.

When an employee who holds multiple casual contracts proceeds on an approved period of long service leave they are not permitted to work at the SOH in any casual capacity during the period of that leave.

Casual loading is payable on periods of long service leave taken during employment. Casual loading is not payable if long service leave is paid out in a lump sum as a result of the employee ceasing employment for any reason.

Payment of proportionate Long Service Leave on Termination

The question of proportionate payment of extended leave arises when an employee has completed service of at least 5 years but less than 10 years, and the employment is being terminated:

- either by the employer for any reason other than the employee's serious and intentional misconduct; or
- by the employee on account of illness, incapacity or other domestic or pressing necessity.

Instances in which payment of proportionate long service leave must be made on completion of at least 5 years service are:

- medical retirement;
 - voluntary redundancy;
 - retrenchment;
 - voluntary retirement at 55 years of age or older;
 - termination by the employer for any reason other than serious and intentional misconduct of the employee;
 - termination by the employee, if evidence proves that the termination was brought about by illness or incapacity of the employee or of a member of the employee's family, or by other reasons that constitute domestic or pressing necessity; and
 - on resignation following election of the employee as a member of State or Federal Parliament;
- and
- on the death of the employee.

Employees who feel they may be entitled to the payment of proportionate long service leave under the above clause, must make a written application to the Director, People and Culture setting out the circumstances of their particular case and they will receive a formal response. Any such application will be treated in the strictest of confidence.

Public Holidays and Long Service Leave

The 2005 amendment to the Public Sector Employment and Management Act 2002 provides that public holidays will no longer be deducted from an employee's long service leave entitlement.

20.5 Maternity Leave

Eligibility For Entitlement

Full-time & Part-time

All full-time and part-time female employees who have completed 40 weeks of continuous service prior to the expected date of birth are eligible for 14 weeks' leave on full pay from the date the maternity leave commences and then continue on unpaid maternity leave for a period of 12 months (inclusive of the 14 weeks paid leave).

Casual Employees

Female employees employed on a casual basis who have completed 40 weeks of service are entitled to take up to 12 months off following the birth of a child without affecting their status as a casual employee.

40 weeks of continuous service not completed

Female employees with less than 40 weeks continuous service may be granted unpaid maternity leave

A full explanation of maternity leave provisions is provided in Chapter 6.10 of the Personnel Handbook.

20.6 Adoption Leave

Eligibility For Entitlement

Permanent employees are entitled to adoption leave if they are to be the primary care giver of a child. The type of leave and the circumstances under which it is granted depend on the age of the child and the circumstances surrounding the adoption.

A full explanation of adoption leave provisions is provided in Chapter 6.5 of the Personnel Handbook.

20.7 Parental Leave

Eligibility For Entitlement

Full-time and temporary employees not eligible for maternity leave or adoption leave but who are to be the primary care giver of a child or who wish to share the child caring duties with their partner.

Entitlement

Parental leave is unpaid. With the approval of the SOH an employee granted parental leave may take the leave:

- full time for a period not exceeding 1 year;
- part time for a period not exceeding 2 years; or

- partly full time and partly part time over a proportionate period.

Parental leave may begin at any time up to 2 years from the date of birth or taking custody of the child.

A full explanation of parental leave provisions is provided in Chapter 6.14 or the Personnel Handbook.

20.8 Personal/Carer's Leave

The provisions of Personal/Carer's leave allow employees to access any paid leave entitlements they may have under the Family and Community Service and Sick leave provisions in order to care for a family member or dependent who is sick. The Personal /Carer's leave clause does not provide any additional leave entitlement but simply allows use of an employee's sick leave for the care of family or dependents.

Additional leave entitlements are provided under Family and Community Services Leave (Clause 20.9).

The department head may require documentary confirmation of the illness of the family member or dependent. This could take the form of a medical certificate or a statutory declaration.

A full explanation of personal/carer's leave provisions is provided in Chapter 6.15 of the Personnel Handbook.

Carer Responsibilities

The SOH recognises that family responsibilities can extend beyond the issue of child care. In order that employees with carer responsibilities can balance both their work and personal commitments, the SOH will strive to create a supportive, team atmosphere that can accommodate these needs. However individual employee's requests for changes to their roster will not be accommodated so as to cause disadvantage to other employees. Employee entitlements may require adjustment to reflect work pattern changes.

The SOH will consider reasonable unpaid emergency leave for family responsibilities and will offer flexibility with respect to start and finish times to accommodate family responsibilities where practical.

20.9 Family & Community Service Leave

Eligibility For Entitlement

Family and Community Service (FACS) leave may be granted to employees to accommodate emergencies or personal or domestic circumstances requiring leave. This might include:

- unforeseen and serious illness of a close family member where no other family member is available to obtain medical treatment and/or to provide care,
- arranging or attending the funeral of a close family member,
- attending to accommodation requirements,
- weather conditions where life or property is being threatened or where the employee is prevented from reporting for duty by fire or flood, etc

Entitlement:

FACS leave is limited to the time necessary to cover the immediate emergency or circumstance. Generally speaking it is granted at the rate of 2.5 working days during the first year of service or five days in any period of two years following the first year of service.

Employees may also apply for Leave Without Pay for these purposes.

A full explanation of family and community services leave provisions is provided in Chapter 6.8 of the Personnel Handbook.

20.10 Special Leave

Special leave is available for all full-time and part-time employees for activities not regarded as being on duty and not covered by other forms of leave. It is paid leave and covers such things as jury duty and fire fighting as a member of a Volunteer Bush Fire Brigade. Periods of absences on special leave

by casual employees for the purposes provided for in this clause will not break the continuity of employment.

A full explanation of special leave provisions is provided in Chapter 6.19 of the Personnel Handbook.

20.11 Military Leave

Eligibility For Entitlement

Permanent and temporary full-time and part-time employees who reserves in the Military, Navy and Air Force can access this leave.

Entitlement:

Military leave is granted on full pay. The maximum amount of military leave that may be granted during a period of 12 months commencing on 1 July each year depends on the requirements of the reserve force to which the employee belongs. Up to 24 working days military leave per year may be granted by the Department Head to members of the Naval and Military Reserves and up to 28 working days per year to members of the Air Force Reserve. The leave may be used to undertake compulsory annual training and to attend schools, classes or courses of introduction conducted by the employee's unit.

A full explanation of military leave provisions is provided in Chapter 6.11 of the Personnel Handbook.

20.12 Leave without Pay

A permanent full-time, permanent part-time or temporary employee may be granted leave without pay on a full-time or part-time basis if they can show good and sufficient personal reasons for the leave and the SOH is satisfied that the employee intends to resume duty at the expiration of the leave. This may include unpaid leave in relation to family related matters. During these periods of leave without pay, an employee's leave entitlements will cease to accrue for periods of leave greater than 22 days aggregated through any period of 12 months.

A full explanation of leave without pay provisions is provided in Chapter 6.9 of the Personnel Handbook.

20.13 Study Leave

Eligibility For Entitlement

Permanent and temporary full-time and part-time employees.

Study time leave is paid leave granted to employees for part time studies in approved courses. Study time leave must be applied for and approved before being taken.

In determining the suitability of a program of study for approval, the relevance and value of the program to the department or the Public Service, the contribution the program is likely to make to enhancing the employability of the employee, and the benefits of the program to the service, the department and the employee in relation to the costs in time and impact on departmental services will be considered.

Appropriate courses for approval should lead to a recognised qualification from a accredited public institution or professional association and be able to be undertaken part time by full time employees.

Entitlement:

Study time leave of up to four hours a week during semester or term may be granted at full pay to employees to assist their studies in an approved course, subject to the approval of the Department Head and departmental convenience.

Employees are advised to seek the advice of the Organisation Development & Learning Department prior to making decisions on course choice.

Unpaid Leave

An employee may apply for Leave Without Pay to undertake forms of study.

General

In addition to the above, the SOH will consider proposals by an employee to vary his/her work pattern to undertake courses of study. This will be at the discretion of the Departmental Manager after considering the impact upon operations and equity.

A full explanation of study leave provisions is provided in Chapter 6.20 of the Personnel Handbook.

21. No Further Claims

The Alliance and the SOH undertake to make no further claims during the term of this Agreement except in relation to negotiations for a future Agreement and matters reserved for further negotiation during the life of this Agreement as set out in Clause 2 of this Agreement.

No industrial action will be taken on any matter covered by this Agreement during its term. The procedures for resolving disputes will include access to the NSW Industrial Relations Commission in accordance with Clause 6 (Conflict, Dispute and Grievance Prevention and Resolution).

The Alliance has agreed to the extinguishment of all work value claims prior to and for the period covered by this Agreement.

22. Occupational Health and Safety

22.1 Commitments

The organisation and its employees are committed to improving the occupational health and safety (OH&S) performance of the SOH via a consultative process. The SOH will work with all our business partners and Alliance to assist them to comply with OH&S legislation and SOH OH&S standards.

22.2 OH&S Management Systems

The vehicle for improving OH&S is the Occupational Health and Safety Management System (OHSMS). The OHSMS is the responsibility of the Site Management Department and administered through the OHS component of the payroll system. An OHSMS will contain a number of OH&S elements, including, but not limited to:

22.3 Organisation Responsibility & Accountability

OH&S actions, responsibilities and accountabilities for Trust, executive, managers/supervisors and employees will be clearly defined and integrated into a full range of appropriate organisational systems and procedures. This will include OH&S related key performance indicators being included in performance plans for all staff.

22.4 Consultative Arrangements

Consultative arrangements will be strengthened to both enhance the activities and performance of the OH&S Committee and to ensure that a range of additional consultative avenues are in place. Importantly, consultative arrangements includes business partners. During the term of this Agreement, the SOH will include OH&S related key performance indicators in all Service Level Agreements.

22.5 Risk Assessment & Safe Work Procedures

Risk assessments will be undertaken in all areas of the SOH, in particular for activities where significant risks have been identified. All people working at the SOH will work with Site Management personnel to ensure these are completed. Specifically risk assessments will be required for all incoming productions at the SOH. Safe Work Procedures will be available to employees to guide the performance of their duties in a safe manner. All employees will be proactive in creating a safe work environment and take personal responsibility for working safely.

22.6 Injury Management & Rehabilitation

The Injury Management program will ensure efficient and effective injury management for all employees. In particular the SOH is committed to ensuring that appropriate and meaningful alternate duties are found to allow for the timely return to work of all injured employees in line with the NSW Workers Compensation Act 1987.

22.7 OH&S Committee

Notwithstanding the consultative and communication mechanisms within the organisation (as mentioned above), the SOH recognises the importance of the OH&S committee and is committed to the due and regular consideration of OH&S Committee's recommendations. The OH&S Committee will have appropriate representation and attendance across the organisation and will include representation from the executive, managers and employees in accordance with the NSW OH&S legislation (including regulations and codes of practice made under that legislation).

22.8 Emergency Procedures

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 Alliance. The SOH and Alliance are committed to ensuring these occur with the active participation of presenters and other business partners.

22.9 OH&S Training

The SOH and Alliance are committed to continuing a broad range of the OH&S training, including induction, risk management, injury management, evacuation and safe working procedures. The SOH is committed to inducting its staff and the staff of its business partners, within the first 24 hours of commencing work at the SOH, on appropriate safety procedures. The SOH will involve our business partners in such training programs. The SOH invites Alliance to assist in the identification of OH&S training needs and where appropriate develop and co-deliver training programs in cooperation with the SOH.

22.10 Safe Working Hours

The SOH is committed to ensuring occupational health and safety is a key consideration in the planning of employee working hours and patterns. During the term of this agreement, the SOH will work together with presenters and Alliance to analyse venue labour demand requirements to determine how working hours of SOH staff can more adequately balance employee lifestyle, workplace safety and customer service expectations.

22.1 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 the SOH will be responsible for their safe-keeping and will be required to recompense the SOH for the cost of replacing any item should it be damaged or lost 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.

23. Managing Poor Performance and Conduct

The SOH and Alliance are committed to dealing with matters of inappropriate conduct and poor job performance in a fair, equitable, responsible and legal manner. In support of these principles, the SOH will develop a policy and procedure for managing poor performance and conduct within 2 months of certification. This policy will be consistent with NSW Public Sector Guidelines. The SOH will consult with Alliance in developing this policy and procedure. This policy and procedure will be designed to assist employees in meeting the appropriate standard and to assist managers by providing them practical guidance on how to deal with such issues, in a consistent, fair and thorough manner.

To ensure satisfactory performance and conduct from all employees, the SOH is committed to identifying poor performance and inappropriate conduct issues and taking action in line with this policy and procedure to resolve matters at an early stage. Alliance is committed to the development and implementation of this policy and procedure and assisting in the resolution of matters at an early stage.

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

24. 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

Name
Signature Date

Media Entertainment Arts Alliance
Signed on behalf of the Media Entertainment Arts Alliance

Name
Signature Date

Public Employment Office of New South Wales
Signed on behalf of the Public Employment Office of New South Wales

Name
Signature Date

Acts, Regulations and Procedure documents
The main legislation that applies to us as NSW state government employees is the Public Sector Employment and Management Act, 2002. The following legislation is also relevant:

Legislation

- Public Sector Employment and Management Act, 2002
- Occupational Health and Safety Act, 2000 and Regulation 2001
- Public Finance and Audit Act, 1983
- Anti-Discrimination Act, 1977
- Australian Industrial Relations Act, 1996
- Independent Commission Against Corruption Act, 1988
- State Records Act, 1998
- Protected Disclosures Act, 1994
- Freedom of Information Act, 1989
- Privacy and Personal Information Protection Act, 1998
- Ombudsman Act, 1974
- Workplace Injury Management Act & Workers Compensation Act, 1998
- Sydney Opera House Trust Act, 1961
- Sydney Opera House By-law, 1998

Other documents

- The NSW Government Personnel Handbook can be found at www.premiers.nsw.gov.au
 - Sydney Opera House policies are located on the intranet under the heading 'Corporate', 'SOH Policies'
 - Documentation and guidelines related to safe work practices and legislation can be found on the Sydney Opera House intranet
- The Sydney Opera House Enterprise Development Agreement (EDA) can be found on the intranet under the heading 'Corporate'.

Attachment 1: SOH Classification Table as at 1 July 2006

Grade	Level 1	Level 2	Level 3
5	Salaried (\$90,500- \$102,640) Waged (\$71,848) 550 – 616	Salaried (\$101,536- \$113,677) Waged (\$76,240) 617 – 683	Salaried (\$112,573 - \$125,817) Waged (\$79,791) 684 – 749
	<ul style="list-style-type: none"> • Manager, Human Resources • Development Manager - Cost & Planning • Customer Service Manager • Commercial Manager • Manager, Facilities Operations & Maintenance • Business Manager, Performing Arts • Manager, Presenter Services • Manager, Organisation Development & Learning 	<ul style="list-style-type: none"> • Manager Ticketing Services • Technical Director • Executive Producer 	<ul style="list-style-type: none"> • Manager, Philanthropy & Corporate Partnerships • Corporate Communications Manager • Manager Tourism Strategy & Development • Group Marketing Manager • Executive Manager • General Counsel • Manager, Financial Services

4	Salaried (\$67,323 - \$77,256) Waged (\$58,366) 350 – 416	Salaried (\$76,152 - \$86,085) Waged (\$62,682) 417 – 483	Salaried (\$84,981 – \$94,914) Waged (\$66,630) 484 – 549
	<ul style="list-style-type: none"> • Learning Consultant - Programs (Accredited) • Venue Hiring Manager • Playhouse Production Co-ordinator • Sales Account Manager • Operations Manager – Security • Assistant Site Manager – Safety • Ticketing Services Co-ordinator • Studio Production Co-ordinator • Human Resources Consultant • Recording & Multi-Media Producer • Payroll Supervisor • Corporate Systems Coordinator • Producer • Performing Arts Marketing Manager • Tourism Marketing Manager • Business Administrator • Business Operations Manager – • Lighting Technical Operations Manager – Lighting • Business Operations Manager – • Sound Technical Operations Manager – Sound • Business Operations Manager – • Staging Technical Operations Manager – Staging • Hospitality Protocol Officer • Web Technology Coordinator • Event Manager • Senior Finance Analyst • CRM & Online Marketing Manager 	<ul style="list-style-type: none"> • Management Accountant • Organisation Development Consultant – Change • Organisation Development Consultant – Leadership • UCSS Manager • Commercial Manager • UCSS Project Manager • Supervisor Business Analysis & IT Support • Senior Business Analyst • Financial/Management Accountant • Corporate Marketing Manager • Senior Philanthropy Executive • Event Operations Manager • Operations Manager • Programs Manager • Projects Manager • Corporate Partnerships Manager • Development Manager, Planning • Business Development Executive • Studio Executive Producer 	<ul style="list-style-type: none"> • Manager, Financial Accounting • Manager, Planning & Governance • UCSS Database & Applications Support Analyst • Manager, Business Services • Asset Development Manager • Manager Site Management

Grade	Level 1	Level 2	Level 3
3	<p>Salaried (\$52,975 - \$59,598) Waged (\$48,612) 200 – 249</p> <ul style="list-style-type: none"> • Learning Consultant, Systems & Information • It Support Officer • Presenter Services Administrator • Venue Hiring Assistant • Assistant Business Manager • Schools Audience Co-ordinator • Administration & Systems Coordinator • Assistant Operations Manager • Assistant Producer • Tour Co-ordinator Babies Proms • Learning Consultant • Trainee Coordinator • UCSS Senior Application Specialist • Technical Requirements Co-ordinator • Executive Assistant • Technical Info Coordinator • Media & Communications Co-ordinator • UCSS Applications Support Analyst <p><u>Waged</u></p> <ul style="list-style-type: none"> • Corporate Partnerships co-ordinator • Stage Manager • Technician – Lighting • Technician – Sound • Technician - Staging 	<p>Salaried (\$58,494 - \$65,115) Waged (\$53,673) 250 – 299</p> <ul style="list-style-type: none"> • P/C Client Systems Administrator • Compliance & Program Officer • Corporate Partnerships Executive • Business Unit Administrator • UCSS Technical Support Analyst • Contract Administrator • Associate Producer • Corporate Media Relations Co-ordinator • Event & Production Co-ordinator • Senior Graphic Designer • CRM Marketing Specialist • Performing Arts Marketing Specialist • The Studio Marketing Specialist <p><u>Waged</u></p> <ul style="list-style-type: none"> • Duty Manager - Front Of House • Duty Manager - Visitor Services • Duty Security Manager • Technical Supervisor (Building) • Technical Supervisor (Communications & AV) • Technical Supervisor (Electrical) • Technical Supervisor (Mechanical) • Technical Supervisor (Operations) • Occupational Health Nurse • Site Management Co-ordinator • On Line Graphic Designer • Duty Manager – Ticketing • Supervisor – Lighting • Supervisor – Sound • Supervisor - Staging 	<p>Salaried (\$64,012 - \$70,634) Waged (\$56,065) 300 – 349</p> <ul style="list-style-type: none"> • Product Development Executive • Technical Manager (Building) • Technical Manager (Electrical) • Technical Manager (Mechanical) • Technical Manager (Multimedia) • Injury Management Co-ordinator • Commercial Co-ordinator • Financial Accountant - Customer Relations • Head Of Stage Management • Communications Co-ordinator • Performing Arts Network Administrator

2	Salaried (\$41,939 - \$46,905) Waged (\$40,321) 120 – 146	Salaried (\$44,146 - \$50,216) Waged (\$43,176) 147 - 173	Salaried (\$47,457 - \$54,079) Waged (\$45,940) 174 – 199
	<ul style="list-style-type: none"> • Business Support Officer – Security • FOH Security Officer • Foreign Language Guide • Visitor Services Officer • Maintenance Assistant • Event Management Assistant 	<ul style="list-style-type: none"> • Publicity Officer • Operational Security Officer • Business Support Officer • Business Support Officer – Operations • Fire & Safety Officer • Commercial Assistant • Production Assistant 	<ul style="list-style-type: none"> • Business Administrator • Tourism Reservation & Sales Consultant • Electrician • Electronics Technician • Maintenance Fitter • Corporate & Online Marketing Co-ordinator • Graphic Designer

Grade	Level 1	Level 2	Level 3
1	Salaried (\$32,558 - \$36,421) Waged (\$31,192) 75 – 89	Salaried (\$35,317 - \$40,284) Waged (\$34,327) 90 – 104	Salaried (\$38,628 - \$43,595) Waged (\$37,372) 105 – 119
	<ul style="list-style-type: none"> • Front Of House Attendant 	<ul style="list-style-type: none"> • Corporate Communications Media Relations Assistant • Administration & Communications Assistant • Operator – Lighting • Operator – Sound • Operator - Staging 	<ul style="list-style-type: none"> • Administration Assistant • Concierge • Marketing Administration Assistant • Ticket Sales Advisor • Theatre Support Officer

Attachment 2: Rates of Pay

Grade	Level	CED 'Work Value' Points			As at 1 July 2006					As at 1 July 2007					As at 1 July 2008				
					'Waged' Annual Base Rate of Pay		'Salaried' Employment Annual Rate of Pay			'Waged' Annual Base Rate of Pay		'Salaried' Employment Annual Rate of Pay			'Waged' Annual Base Rate of Pay		'Salaried' Employment Annual Rate of Pay		
					p.a.	p.h.	p.a.		p.a.	p.a.	p.h.	p.a.		p.a.	p.a.	p.h.	p.a.		p.a.
5	3	684	-	749	\$79,791	\$40.24	\$112,573	-	\$125,817	\$83,366	\$42.04	\$117,616	-	\$131,454	\$87,067	\$43.91	\$122,838	-	\$137,291
	2	617	-	683	\$76,240	\$38.45	\$101,536	-	\$113,677	\$79,656	\$40.17	\$106,085	-	\$118,770	\$83,193	\$41.95	\$110,795	-	\$124,043
	1	550	-	616	\$71,848	\$36.23	\$90,500	-	\$102,640	\$75,067	\$37.85	\$94,554	-	\$107,238	\$78,400	\$39.53	\$98,752	-	\$111,999
4	3	484	-	549	\$66,630	\$33.60	\$84,981	-	\$94,914	\$69,615	\$35.11	\$88,788	-	\$99,166	\$72,706	\$36.65	\$92,730	-	\$103,569
	2	417	-	483	\$62,682	\$31.61	\$76,152	-	\$86,085	\$65,490	\$33.03	\$79,564	-	\$89,942	\$68,398	\$34.48	\$83,097	-	\$93,935
	1	350	-	416	\$58,366	\$29.44	\$67,323	-	\$77,256	\$60,981	\$30.76	\$70,339	-	\$80,717	\$63,689	\$32.11	\$73,462	-	\$84,301
3	3	300	-	349	\$56,065	\$28.28	\$64,012	-	\$70,634	\$58,577	\$29.55	\$66,880	-	\$73,798	\$61,178	\$30.85	\$69,849	-	\$77,075
	2	250	-	299	\$53,673	\$27.07	\$58,494	-	\$65,115	\$56,078	\$28.28	\$61,115	-	\$68,032	\$58,568	\$29.52	\$63,829	-	\$71,053
	1	200	-	249	\$48,612	\$24.52	\$52,975	-	\$59,598	\$50,790	\$25.62	\$55,348	-	\$62,268	\$53,045	\$26.75	\$57,805	-	\$65,033
2	3	174	-	199	\$45,940	\$23.17	\$47,457	-	\$54,079	\$47,998	\$24.21	\$49,583	-	\$56,502	\$50,129	\$25.28	\$51,784	-	\$59,011
	2	147	-	173	\$43,176	\$21.77	\$44,146	-	\$50,216	\$45,110	\$22.75	\$46,124	-	\$52,466	\$47,113	\$23.75	\$48,172	-	\$54,795
	1	120	-	146	\$40,321	\$20.34	\$41,939	-	\$46,905	\$42,127	\$21.25	\$43,818	-	\$49,006	\$43,997	\$22.19	\$45,764	-	\$51,182
1	3	105	-	119	\$37,372	\$18.85	\$38,628	-	\$43,595	\$39,046	\$19.69	\$40,359	-	\$45,548	\$40,780	\$20.56	\$42,151	-	\$47,570
	2	90	-	104	\$34,327	\$17.31	\$35,317	-	\$40,284	\$35,865	\$18.09	\$36,899	-	\$42,089	\$37,457	\$18.89	\$38,537	-	\$43,958
	1	75	-	89	\$31,192	\$15.73	\$32,558	-	\$36,421	\$32,589	\$16.43	\$34,017	-	\$38,053	\$34,036	\$17.15	\$35,527	-	\$39,743