

ACTORS EQUITY SECTION
MEDIA, ENTERTAINMENT AND ARTS ALLIANCE
AUSTRALIAN ENTERTAINMENT INDUSTRY ASSOCIATION

ENTERTAINMENT AND BROADCASTING INDUSTRY - ACTORS - (THEATRICAL)
- AWARD 1998

PERFORMERS' COLLECTIVE AGREEMENT 2011 - 2013

STANDARD CONTRACT OF SERVICE FOR
SINGLE PLAYS AND/OR PRODUCTIONS
PART 1

This contract is dated Monday, 21 September 2015

between THE SYDNEY THEATRE COMPANY LIMITED
(name of employer)
of PIER 4, HICKSON ROAD, WALSH BAY, NSW 2000
(registered address)

and GEOFFREY RUSH

Equity Number [REDACTED]

FUND No [REDACTED] Fund Number [REDACTED]

of MELBOURNE

(ordinary place of residence)

Artist's Agent or Contact Shanahan Management
Address PO Box 1509, Darlinghurst NSW 1300
Phone (02) 8202 1800
Fax. (02) 8202 1801

Name of Production KING LEAR

Whereby the employer agrees to engage the Artist under the terms and conditions shown below and overleaf.

1. PART OR PARTS TO BE PLAYED BY THE ARTIST

The artist will be employed in the above Play:

(i) to rehearse and play the following part(s):

LEAR

OR

~~(ii) to rehearse and play the part(s) of: and to rehearse and play as understudy the part(s) of:~~

OR

(iii) to rehearse and play such parts in the said play as the Management may call upon the Artist to play.

OR

(iv) to rehearse and play such part or parts and rehearse and play as understudy such part or parts in the said play as the Management may call upon the Artist to play.

OR

(v) to rehearse and play as a swing performer.

OR

~~(vi) rehearse and play as understudy the part(s) of:~~

Note: Five (5) of the paragraphs above A(i), A(ii), A(iii), A(iv), A(v), A(vi) must be deleted and initialed.

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Note: The use of this contract is mandatory for employees engaged below the upper salary limit.

2. TYPE OF ENGAGEMENT

Engagement shall be as defined in the Performer's Certified Agreement.

- ~~(i) By the week~~
- (ii) For the specific period up to and including: **Saturday, 9 January 2016**
Option #1 to: N/A
Option #2 to: N/A
Option #3 to: N/A
- ~~(iii) For the run of the play in: <<Run of Play in (state or country)>>~~
- ~~(iv) For the run of the play in Australia.~~
- ~~(v) For the run of the play in Australia and/ or New Zealand.~~

Note: Four (4) of the paragraphs above, 2(i), 2(ii), 2(iii), 2(iv), 2(v), must be deleted and initialled.

3. COMMENCEMENT

- (i) Date of commencement of engagement shall be:
Monday, 12 October 2015
- (ii) Date of first rehearsal shall be (on or about):
Monday, 12 October 2015
- (iii) Length of rehearsal period (on or about): weeks
- (iv) Date of opening performance (on or about):
Saturday, 28 November 2015

4. ENGAGEMENT MONIES - See Special Conditions

(i) Rehearsals	\$2815.00	per week*
Negotiated Rate		per week*
Loadings		
	\$2815.00	per week*
Total Rehearsal Rate		
(ii) Performance	\$2815.00	per week*
Negotiated Rate		per week*
Loadings	\$2815.00	per week*

Total Performance Rate

*Note:
The only loadings to be listed above are those paid on a regular weekly basis.
All other loadings or penalties incurred must be paid in addition to the negotiated rate and listed loadings.
Superannuation and Annual leave entitlements shall be based on the total salary.

5. TRAVEL ALLOWANCE

- a) Where the employee is required to work away from his/her place of residence as set out in part 1, the travel allowance provisions of Part 8 of this Agreement shall apply.
- b) In accordance with Clause 11.15 of the Agreement the production is ~~is not~~ a local show. (delete one).

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6. SUPERANNUATION

- (a) In accordance with Clause 26 - Superannuation - of this Agreement the employer shall pay a superannuation contribution to JUST Super on behalf of the Artist.
- (b) The employer shall take all necessary action to confirm whether or not the artist is a member of JUST Super.
- (c) In the event the Artist is not a member of JUST SUPER and confirms that he/she is a member of another complying fund and signs a disclaimer the Employer shall pay the employees superannuation contributions to that fund.

7. SPECIAL CONDITIONS

The special conditions agreed upon by the Artist and the Employer are set out below. The Employer confirms that such special conditions are not inconsistent with the terms of the Agreement.

- a) This contract provides for the exclusive employment of the Artist by Sydney Theatre Company. Should the Artist require leave in order to undertake other employment, permission must be sought in writing from the Casting Director prior to that time, which will not be unreasonably withheld.
- b) Should the Artist wish to attend auditions or screen tests for prospective other employment, the Artist agrees to advise the production's stage manager in order to avoid any conflict between STC rehearsal/re-rehearsal/publicity calls and non-STC audition or screen test calls. In addition, the Artist agrees to seek prior permission from STC which will not be unreasonably withheld for attendance at any such audition or screen test beyond the metropolitan area of the city in which the production is being rehearsed or performed.
- c) The Artist will be billed in connection to the production in a style and type to conform with the standard billing practice of the Employer and/ or the presenting organisation.
- d) The Artist agrees to participate in a Subscriber Briefing as detailed in the attached Performance Schedule and in occasional Sponsor's functions during the rehearsal and performance period of the production, including whereby the cast of the production would be invited to a post-show drinks function with the sponsors of the production.
- e) Should the production have scheduled Sunday performances in lieu of Monday performances, the negotiated wage is inclusive of the arrangement unless otherwise indicated.
- f) The Artist agrees to permit Sydney Theatre Company to make a video and audio recording of the Production for Archival purposes, for interpreting purposes, for on-selling the production or for transferring or reproduction of the Production in accordance with clause 41 of the Performers Collective Agreement. The Employer agrees that the recording or part there of is not for broadcast or transmission by any means of reproduction or live broadcast, in any medium, at any time, in any Territory.
- g) The Employer shall advise the Artist no later than three weeks prior to the Closing date specified in Clause 2(ii), if the Employer wishes to exercise the Option specified as Option #1 in Clause 2(ii) above. The period of notice for subsequent Option weeks shall also be no later than three weeks prior to the adjusted closing date in the event of Option #1 and/or Option #2 being confirmed.
 - h) The artist will be given a Flight Budget of \$1,500 to organise his own flights for the production
 - i) Whilst required to be away from his place of residence the artist will be provided with MEAA per diems and STC will endeavour to find him approved accommodation in Sydney within our budget. If approved accommodation cannot be secured, the artist will receive the LAHA accommodation allowance.
 - j) It is understood the artist will keep themselves available for an international tour of the production in 2016. The tour will be confirmed in the w/c 21st December 2015. The proposed dates for the tour are as follows; 18th July (rehearse), 1st August (travel/ bump in), 2nd October (close) 2016.

8. BILLING/PUBLICITY

- (a) The Artist's name and spelling of same in this contract shall be used for billing and program purposes.
- (b) Where the producer releases biographical material of the artist for the purpose of publicising and/or in any way promoting the production the artist shall have the right of approval over such material.

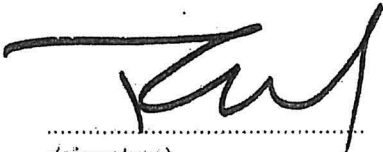
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9. JURISDICTION

This contract is made and is subject to the Laws of NSW Australia.

For the Employer:

For the Employee:


.....
(signature)

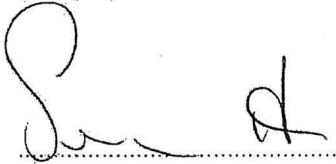

.....
(signature)

RACHAEL AZZOPARDI
DIRECTOR, PROGRAMMING & ARTISTIC
OPERATIONS

GEOFFREY RUSH

21/9/15
.....
(date)

13.10.15
.....
(date)


.....
(witness signature)


.....
(witness signature)

SERENA HILL
CASTING DIRECTOR
(witness)

Rachel Symes
.....
(witness-please print name)

22.9.15
.....
(date)

13.10.15
.....
(date)

Note: Unless the Artist's Agent can produce Power of Attorney, this contract must be signed by the Artist.

The Producer warrants that this contract is the standard form contract as set out in Schedule 5 of the Performer's Collective Agreement 2011 - 2013.

PART 2

GENERAL CONDITIONS

- 1) The terms and conditions of the Performers Collective Agreement 2011-2013 as altered and/or replaced shall apply and form part of this agreement as if the same were written herein. In the event of any inconsistency between any term of this contract and the provisions of the Performers' Collective Agreement, the Performers' Collective Agreement shall prevail.
- 2) The Artist is engaged exclusively by the employer and shall not during the engagement perform or otherwise exercise his/her talents for the benefit of any other company, institution or person without written consent and such consent shall not be unreasonably withheld.
- 3) Termination of this contract shall be in accordance with the Terms of Engagement Clause of the Performers Collective Agreement 2011-2013.
- 4) A party may elect to continue performance of this contract notwithstanding any breach by the other party of any term or condition of this contract and such performance shall not constitute a waiver of any of the rights of the first party.
- 5) The employer reserves the right to stand down the Artist in accordance with the provisions of the Terms of Engagement clause of the Performers' Collective Agreement 2011-2013.
- 6) This contract may only be varied or modified in writing, signed by all the parties to the contract.
- 7) This contract is intended to reflect all prior understandings and, subject to clause 6 above, when signed constitutes the totality of the agreement between the parties.
- 8) The negotiated rate stated in Part 1 herein is the rate agreed between the parties at the point of acceptance of the engagement and pursuant to the definitions clause does not include any additional payments payable under the Agreement.
- 9) Except in the case of any emergency the producer shall provide the artist with a contact at least 21 days prior to the commencement date of the engagement as per clause 3 of Part 1 of this contract.
- 10) Unless there are reasonable grounds for not doing so the artist shall sign and return the contract within 14 days of receipt.
- 11) For the purposes of the Workplace Health and Safety Act and Regulations the Artist must ensure that he/she:
 - takes reasonable care of the health and safety of himself/herself and others
 - works in a safe manner and follows procedures introduced for his/her protection
 - participates in any training or education necessary to enable him/her to work safely including familiarisation with Sydney Theatre Company's WH&S Policy
 - reports any unsafe work practices or conditions to the director
 - cooperates with Sydney Theatre Company in their efforts to comply with Workplace health and safety requirements.
- 12) Notices concerning employees generally from the employer posted on the usual notice board or addressed to the artist in the care of the stage door keeper or sent to the Artist's last known address will be held to be valid receipt.

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- 13) Unless the artist otherwise advises in writing, the address for the services of notices under this contract shall be the address of his/her agent or if the artist is un-represented the artist's contact address as specified in Part 1 of this contract. Unless the Producer otherwise advises in writing, the address for the service of notices under this contract shall be the address of the Producer as specified in Part 1 of the contract. Notices shall be in writing and may be hand delivered or sent by post, or facsimile transmission.
- 14) One copy of the agreement duly executed by the Artist shall be retained by the employer (a further copy will be retained for office procedures only); one copy duly executed by the employer shall be retained by the Artist.
- 15) In the event the Employer requires the Performer to appear "nude" or "semi nude" in the Production, the Employer warrants it negotiated this condition of employment with the Performer, prior to the execution of this contract, as must be stipulated in the Special Conditions of Schedule A to this contract.
- 16) In the event the Employer requires the Performer to "smoke" in the Production, the Employer warrants he/she/it negotiated this condition of employment with the Performer, prior to the execution of this contract, and must be stipulated in the Special Conditions of Schedule A to this contract.
- 17) The Employer shall provide access to copies of the "Entertainment Industry Safety Guidelines" to the Performer.
- 18) The Artist agrees to abide by the employer's work place policies and procedures, including the Social Media Policy, and Drug and Alcohol Policy attached, copies of which are available on request.

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PART 3

RULES OF THE THEATRE

- 1) The Artist shall notify the stage manager of any changes to his/her address.
- 2) All parts written or printed are the property of the employer and shall be returned to the Management whenever notice to that effect is given.
- 3) The Artist shall comply with the rules of the Theatre at which the company may be rehearsing or performing and with all lawful and reasonable rules of conduct made by the employer in so far as such last mentioned rules do not conflict with the terms of the contract and the Agreement.
- 4) No Artist shall alter his/her part or omit any portion thereof without the express permission of the Employer or its representative or disobey or neglect to carry out the reasonable directions of the Stage Manager, Director, Musical Director, Resident Director or Choreographer.
- 5) The Artist shall not introduce words or any material into his/her performance not in the script unless previously approved by the Management and wherever any additional material is introduced by the Artist with the employer's consent the Artist warrants that he/she has the right to use such material and is not infringing any copyright. When any such material is the property of the Artist it shall remain so.
- 6) The Artist shall be in the Theatre throughout the half hour immediately before the rise of the curtain and shall remain until the fall thereof unless (in either case) he/she has the express permission of the employer to be absent.

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**HUMAN RESOURCES
POLICIES AND PROCEDURES**

DRUG AND ALCOHOL POLICY

DATE ISSUED: APRIL 2013

DOCUMENT STATUS: FINAL DRAFT

PREPARED BY: HUMAN RESOURCES

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ATTACHMENT – DRUG AND ALCOHOL POLICY

Background

In accordance with the Model Work Health and Safety Act, Sydney Theatre Company aims to provide a workplace that is, as far as reasonably practicable, safe and healthy for employees and visitors. Use of drugs and alcohol in the workplace may pose a risk of injury or impair an employee's ability to perform their jobs safely, efficiently and with respect for colleagues and clients.

The Drug and Alcohol policy is designed to support Sydney Theatre Company to effectively manage the risks associated with drug and alcohol use in the workplace, and provide procedures to deal with work performance and conduct problems caused by the misuse or abuse of alcohol and other drugs.

This policy applies to all employees employed by Sydney Theatre Company including consultants, contractors, sub-contractors and volunteers. You are considered to be representing the Sydney Theatre Company whenever you are on the Sydney Theatre Company precinct, other premises, venues, at work functions and whilst on tour. The Drug and Alcohol policy will therefore apply in all these occasions. STC staff are required to abide by any similar policies at other venues.

Policy Statement

Sydney Theatre Company requires that employees, during work time or whilst performing work related duties do not:

- Use or abuse alcohol in the workplace that adversely affects employees' safety, work performance or conduct.
- Possess, sell, use or be under the influence of illegal drugs; or
- Consume or be under the influence of a drug which based on advice from a health care professional may impair an employee's ability to work safely or to perform their duties effectively and professionally.

Adherence to this policy is a condition of employment at or engagement by Sydney Theatre Company. Any breach of this policy will be addressed and may result in disciplinary action. If you are dependent on alcohol or other drugs, Sydney Theatre Company can offer assistance through support services.

Smoking

Smoking of any substance is not permitted inside buildings at any time.

An exemption exists when smoking is required by a performer during a performance in a theatre or performing space (NSW Smoke Free Environment Act 2000). Where performers are required to smoke as part of their performance, a risk assessment shall take account of costumes, props and sets and ensure appropriate controls are implemented to eliminate risk of fire.

Cast, Crew and Creative Employees

Cast, crew or creatives must not be under the influence of alcohol or a drug which based on advice from a health care professional may impair an employee's ability to work safely or to perform their duties effectively

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ATTACHMENT – DRUG AND ALCOHOL POLICY

and professionally. Sydney Theatre Company has a zero tolerance policy on the consumption of alcohol during rehearsal, performance and production week call times.

The consumption of alcohol is not permitted by cast, crew or creatives from the commencement of a call until it ends for the day during rehearsal, performance or production weeks. This also applies between a matinee and evening performance. Cast, crew or creatives must not be under the influence of alcohol or a drug which based on advice from a health care professional may impair an employee's ability to work safely or to perform their duties effectively and professionally.

When the show has finished and/or the rehearsal or performance call has ended, the consumption of alcohol is permitted.

Operating machinery, working at heights and driving vehicles

Sydney Theatre Company has a zero tolerance policy on the consumption of alcohol or illegal drugs by any employee who may be required to operate machinery, work at heights or drive a vehicle for work related purposes.

The Bar at the End of the Wharf

Sydney Theatre Company encourages employees to use this space to interact with each other during and after working hours. Employees who patronise The Bar at the End of the Wharf are required to ensure any consumption of alcohol does not adversely affect their safety, work performance or conduct.

The Bar at the End of the Wharf is a public space, and as such it is expected that all employees represent Sydney Theatre Company appropriately and act in a sensible and responsible manner.

NSW liquor laws (NSW Liquor Act 2007) mandates responsible service of alcohol for employees who work in The Bar at the End of the Wharf. Authorised officers by law are responsible for directing people to comply with this policy while on Sydney Theatre Company premises. Authorised officers include Sydney Theatre Company bar staff, security officers and police officers. Patrons including staff may be refused service or directed by an authorised officer to leave the premises for a breach of policy.

These requirements reflect the importance of ensuring licensees and employees understand their obligations in serving liquor responsibly and will be implemented fairly and consistently when serving patrons and employees alike. Please refer to *The Bar at the End of the Wharf Employee Handbook* for further information on responsible service of alcohol.

Functions

Sydney Theatre Company recognises that employees may participate in a variety of social activities and events during the course of their employment which may include the service and consumption of alcohol. A work related function includes formal and informal events attended by employees that are arranged or authorised by management.

Employees attending functions on behalf of or representing the company need to take reasonable steps to ensure that their consumption of alcohol is within reasonable limits, and does not adversely affect their safety, work performance or conduct. If you believe your sense of judgment, concentration or co-ordination is impaired by alcohol or other drugs, you must not attend work or continue to work, and must notify your supervisor or HR Representative of your inability to work.

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ATTACHMENT – DRUG AND ALCOHOL POLICY

Failure to act in a sensible and responsible manner or to follow any directions with regards to the consumption of alcohol at The Bar at the End of the Wharf, or other functions may result in a disciplinary action.

Responsibilities

Managers

Managers are responsible for ensuring employees are carrying out their duties in a safe manner, unimpaired by drug or alcohol misuse by:

- Ensuring all employees are aware of this policy and monitoring adherence to this policy;
- Implementing this policy in their area of responsibility and have the authority to act immediately should they have the need to do so;
- Addressing breaches relating to this policy by their staff (including unacceptable behaviour) promptly and fairly, including referral to Human Resources.
- Referring to Human Resources and/or Employee Assistance Program should the need arise to support employees with matters relating to alcohol or drug dependency.

Employees

Employees are responsible for adhering to their duty of care and have specific obligations that include:

- Responsible behaviour to avoid any incidents from alcohol misuse, including unsafe practices, harassment, aggressive or disruptive behaviours or drink driving;
- Comply with the responsibilities including observing all directions from their manager in regards to this policy;
- Advising their manager or Human Resources if they believe a person or they themselves present a threat to the health and safety of themselves or others. Individuals should not feel embarrassed about raising safety concerns with senior employees in charge of an event or activity or with alcohol affected peers;
- Professional and responsible behaviour and the use of good judgement when representing STC at functions where alcohol is available;
- Compliance with relevant STC policies including an understanding that a breach of this policy could result in dismissal for serious misconduct.

Consultants, Contractors and Sub-Contractors

All consultants, contractors and sub-contractors engaged to perform work for Sydney Theatre Company are required to comply with the policy and to observe directions from management. Failure to comply or observe a direction will be considered a breach of contract and sufficient grounds for termination of the contract.

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ATTACHMENT – DRUG AND ALCOHOL POLICY

Employee Assistance Program

The EAP is available to all employees and their dependants. The EAP is able to provide free, confidential counseling to employees and their dependants who are experiencing difficulties in coping with the misuse of alcohol or other drugs.

Information regarding this program is available through Human Resources.

Procedures

When dealing with any disciplinary issue concerned with alcohol and other drugs, consideration will be given to the need for sensitivity and regard for the dignity and long term needs of the employee. Appropriate steps are likely to include discussion, referral to counseling or initial disciplinary action. When these steps fail or are rejected, the matter will be dealt with via the Company's normal procedures for managing disciplinary, performance and grievance issues.

The appropriate action will depend on the individual circumstances of each matter. In making this decision, management will take into account factors such as the seriousness of the employee's behavior, the risk posed to the safety of the employee and others and any previous breaches of this policy.

Related Documents

- OHS policy
- Disciplinary procedures policy
- Grievance procedures policy
- Harassment prevention policy
- The Bar at the End of the Wharf – Employee Handbook
- Safety Guidelines for the Entertainment Industry – developed by Australian Entertainment Industry Association and Media Entertainment and Arts Alliance

Patrick McIntyre
Executive Director

Andrew Upton
Artistic Director

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ATTACHMENT – DRUG AND ALCOHOL POLICY

I have read the above Drug and Alcohol Policy of Sydney Theatre Company.

I agree to abide by this policy

GEOFFREY RUSH

Print Name



Sign Name

Witness:

Rachel Symes

Print Name



Sign Name

13.10.15

Date

ATTACHMENT – SOCIAL MEDIA POLICY

STC SOCIAL MEDIA POLICY SUMMARY

Policy Statement

Social Media enables STC to engage in a meaningful way with its existing patrons, to reach new audiences about its work and to maintain its positive reputation in the general arts community.

STC has developed a Social Media Policy to encourage employees to engage with social media and to help employees navigate its potential risks, both in relation to its use in the theatre industry environment and their personal use.

Purpose

The main purpose of our policy is to provide guidelines where any reference, whether direct or indirect, is made to STC and its productions, and to establish standards of conduct that employees should meet when accessing and using social media in relation to STC and its productions. It is encouraged that every employee and professional reads the policy in full.

The below is a shortened list of guidelines for all employees and professionals engaged with STC to read, understand and abide by:

GUIDELINES AND RESPONSIBILITIES OF CONTRACTORS AND PROFESSIONALS ENGAGED WITH STC

STC expects that when using Social Media all employees and professionals engaged with STC will show appropriate courtesy and be respectful to others, taking care to protect the reputations of STC, its employees and industry colleagues.

In particular, and in terms of issues that relate specifically to theatre-making, we ask all engaged to:

- Respect copyright of all work by all artists working on STC productions.
- To seek approval for posting rehearsal room or venue and stage photos containing any image with any aspect of production design.
- To respect every individual's right to privacy.
- To always note that your views are your own, avoiding implication that STC endorses your personal views or images.
- To not disclose any confidential information, property or trade secrets under any circumstances.

Note: It should be recognised that what you write is your responsibility and you are legally liable for anything you write or present online.

Breach of Responsibilities

Any employee or professional found to be in breach of this Policy may be subject to appropriate disciplinary action. In the event of a potential breach, an initial consultation will take place between the employee or professional and the appropriate senior members of STC in consultation with The Human Resources Manager.

Media Contact

If you are contacted directly via social media by a journalist or media representative regarding any event or issue pertaining to STC, you should refer the query to the Company Manager or the Media Relations Manager.

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The Wharf
Pier 4 Hickson Rd
Walsh Bay NSW 2000
P.O. Box 777
Millers Point
Australia 2000

Telephone (612) 9250 1700
Box Office (612) 9250 1777
Facsimile (612) 9251 3687
sydneytheatre.com.au
mail@sydneytheatre.com.au

WORKPLACE HEALTH & SAFETY

WH&S POLICY

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POLICY STATEMENT
COMMITTEE
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NOVEMBER 2013

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**WORKPLACEHEALTH & SAFETY
POLICY STATEMENT**

This policy sets out the Sydney Theatre Company's commitment to and responsibilities under the Work Health and Safety Act 2012 and the Work Health and Safety Regulation 2012. It details the general responsibilities of various groups and people within the Sydney Theatre Company or working at any venues managed by the Sydney Theatre Company including Sydney Theatre. It is to be read and adhered to in conjunction with the Workplace Health and Safety Management Plan.

Policy Statement

The Sydney Theatre Company undertakes to comply with all NSW legislation and regulations covering the health, safety and well being of our employees. This legislation will be viewed as the minimum standard. Where legislation does not adequately cover a health and safety risk to the Sydney Theatre Company, a reasonable and practicable standard will be adopted.

The Sydney Theatre Company will endeavour to participate in the development of industry codes of practice to ensure their relevance to the Sydney Theatre Company. Additionally, codes of practice will be kept under review to ensure the Sydney Theatre Company adopts expert professional and community standards.

Health and safety practices and procedures required to meet the Sydney Theatre Company's standards can be of two types. Where it is appropriate to have a consistent organisational practice and procedure, this will be developed and recorded as part of the Sydney Theatre Company's Human Resources Policies and Procedures. Alternatively, where it is appropriate to have specific practices and procedures to meet a health and safety standard these will be recorded and developed by the local area in the format of Safe Work Procedures. In either case practices and procedures shall be developed and implemented through a consultative process involving all affected parties.

Managers and supervisors will be held accountable for Workplace Health and Safety performance in their areas of responsibility and good performance in health and safety will be viewed as good management.

Each of us is responsible for the health, safety and welfare of all persons within our control. This includes employees, visitors, contractors, joint venturers and hirers, who shall all meet the Sydney Theatre Company's standards on health and safety matters.

The responsibility of each of us for the welfare, health and safety of other workers and the community shall at all times come before sectional interests within the Sydney Theatre Company or private interests of individuals or groups.

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ATTACHMENT – WH&S POLICY

The Sydney Theatre Company recognises that Workplace Health and Safety issues may affect people in the workforce in different ways because of the type of work they perform, geographic location, ethnic backgrounds, gender or disabilities. Special efforts will continue to be made to ensure the health, safety and welfare of all employees.

Responsibilities for health and safety should be met through understanding the issues, knowledge and skills in health and safety and with reference to the relevant legislation, Sydney Theatre Company policies, procedures, standards and practices. Additionally, appropriate consultative approaches should be adopted that involve affected parties, including WH&S committee members, core health and safety personnel and, where appropriate, health and safety service providers.

Sydney Theatre Company Workplace Health and Safety Committee

The Sydney Theatre Company will continue to support the New South Wales Government initiative under the WH & S Act to promote employee involvement and consultation in health and safety issues and decision making by continuing a joint management/employee workgroups Workplace Health and Safety Committee.

The workgroups committee will operate under the provisions provided in the Work Health and Safety Act 2011. In addition, at Sydney Theatre Company the workgroups committee will be determined in a way that ensures that the committee effectively represents the employees in each workgroup within Sydney Theatre Company. An employee may be elected for a maximum period of 2 years however an employee representative is eligible for re-election. The committee will communicate regularly with all employees.

Management will actively support the workgroups committee by attending the meetings, acting on recommendations as necessary and providing elected members with the time and resources to carry out their role effectively.

Management Responsibilities

Managers are responsible for ensuring that:

1. premises (and the means of access to or exit from the premises) are safe and without risks to health including
 - emergency evacuation procedures are established and regularly rehearsed
 - adequate fire prevention training and facilities are maintained
 - security arrangements in all Sydney Theatre Company's buildings and work sites are maintained
2. any plant or substance provided for use by the employees at work is safe and without risks to health when properly used including
 - all plant and equipment comply with relevant safety legislation and standards are adequately maintained
 - all materials used are known and covered by appropriate safe work practices
 - all injuries and plant, vehicle, property or equipment losses are reported and investigated promptly
3. systems of work and the working environment of the employees are safe and without risks to health including
 - hazards in the working environment are either eliminated or controlled as far as possible
 - all employees are adequately informed of hazards and how to deal with them

ATTACHMENT – WH&S POLICY

4. Information, instruction, training and supervision is provided as may be necessary to ensure employees' health and safety at work
5. adequate facilities are provided for the welfare of persons at work including
 - adequate First Aid is available in the form of trained officers and first aid equipment as required by the First Aid in the Workplace Code of Practice 2012
 - prompt and appropriate rehabilitation programs are provided for injured or ill employees as required by legislation and the Sydney Theatre Company's Return to Work Policy and Procedures
6. all contract administrators/supervisors and persons responsible for body hiring are adequately trained in the Sydney Theatre Company's requirements for the Workplace Health and Safety management of external personnel.

Management Responsibilities for External Personnel

1. Sydney Theatre Company must facilitate the Workplace Health and Safety arrangements of another employer where the employees of that other employer are working at Sydney Theatre Company's place of work or the Sydney Theatre.
2. Contractors, joint venturers, and body hire personnel must be advised of the Sydney Theatre Company's health and safety standards relevant to the work they are undertaking. This will be done by including the Sydney Theatre Company's health and safety standards in conditions of contracts or body hire arrangements.
3. Contractors, joint venturers and body hire personnel shall be assessed at the tendering and pre-hire stage for their competencies in health and safety by a qualified health and safety officer.
4. Ensure all health and safety risks to both Sydney Theatre Company and contractor employees, which result from contract work, are audited/monitored and controlled during the term of the contract.
5. Contract and body hire supervisors must ensure that the health and safety standards identified in the conditions of contract or body hire arrangements are complied with at all times.
6. The Sydney Theatre Company's contract administrators/supervisors shall be trained in the Sydney Theatre Company's requirements for health and safety management of contractors.
7. Where Sydney Theatre Company employees may be affected by a contractor's operations, the employees must be made aware of the standards and procedures relevant to the work.

Employee Responsibilities

All employees of the Sydney Theatre Company are obliged as a condition of employment by the Sydney Theatre Company to:

1. take reasonable care of the health and safety of themselves and others
2. work in a safe manner and follow procedures introduced for their protection
3. participate in any and all relevant training or education necessary to enable them to work safely

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ATTACHMENT – WH&S POLICY

4. report any unsafe work practices or conditions to their supervisors and reasonably assist the Company in meeting its obligations under the WH&S Act
5. cooperate with Sydney Theatre Company in their efforts to comply with Workplace Health and Safety requirements

Employees must not:

1. interfere with or misuse things provided for the health, safety or welfare of persons at work
2. obstruct attempts to give aid or attempts to prevent a serious risk to the health and safety of a person at work
3. refuse a reasonable request to assist in giving aid or preventing a risk to health and safety
4. disrupt a workplace by creating health and safety fears.
5. display aggressive, abusive or violent behaviour in the workplace.

Employees should be aware that:

1. an employee may refuse to work overtime if that overtime would result in the employee working hours which are unreasonable, having regard to
 - any risk to employee health and safety
 - the employee's personal circumstances including any family responsibilities
 - the needs of the workplace
 - the notice (if any) given by the manager of the overtime and by the employee of his or her intention to refuse it
 - any other relevant matter.

The guidelines for assessing and managing overtime requirements will apply in the ways described in The Sydney Theatre Company Theatricals Certified Agreement; The Performers' Certified Agreement and the Theatre Managers' Award.

2. Sydney Theatre Company has a time-in-lieu policy contained in the Leave Policy.
3. Counselling is available to all employees for personal or work related matters at PPC Worldwide. Please contact the Human Resources Manager for information relating to counselling services.
4. There are various offences and penalties associated with the Workplace Health and Safety Act and Regulations. The maximum penalty for a corporation found guilty of an offence is \$3,000,000. For individuals found guilty of an offence, the maximum penalty is \$600,000 and or 5 years imprisonment
5. Copies of the Safety Guidelines for the Entertainment Industry are available from the Human Resources Manager.

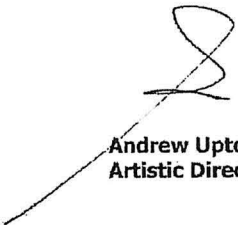
This Workplace Health and Safety Policy should be read in conjunction with the other safety related Sydney Theatre Company policies and procedures. These are:

ATTACHMENT – WH&S POLICY

- Smoke-Free Workplace Policy
- Drug and Alcohol Policy
- Return to Work Policy
- Manual Handling Policy
- Safe Work Procedures

Employees who do not adhere to this policy will be dealt with under the Disciplinary Procedures Policy.


Patrick McIntyre
Executive Director


Andrew Upton
Artistic Director

Employee Signature



Date

