



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**West Australian Symphony Orchestra Pty Ltd T/A West Australian
Symphony Orchestra**
(AG2020/3179)

WEST AUSTRALIAN SYMPHONY ORCHESTRA MUSICIANS’ AGREEMENT 2020 – 2021

Live performance industry

COMMISSIONER YILMAZ

MELBOURNE, 6 NOVEMBER 2020

*Application for approval of the West Australian Symphony Orchestra Musicians’ Agreement
2020 - 2021.*

[1] An application has been made for approval of an enterprise agreement known as the *West Australian Symphony Orchestra Musicians’ Agreement 2020 - 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by West Australian Symphony Orchestra Pty Ltd T/A West Australian Symphony Orchestra. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] I observe that certain provisions of the Agreement are likely to be inconsistent with the National Employment Standards (NES). However, noting clause 2.1.2 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[4] The Media, Entertainment and Arts Alliance being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and in accordance with s.54, will operate from 13 November 2020. The nominal expiry date of the Agreement is 31 December 2021.



COMMISSIONER

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**West Australian
Symphony Orchestra**

**West Australian Symphony Orchestra
Musicians' Agreement 2020 – 2021**

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This Agreement is between:

West Australian Symphony Orchestra Pty Ltd ACN 081 230 284

A company incorporated in the state of New South Wales and having a registered office at Ground Floor, 445 Hay Street Perth WA 6000.

and

The Media Entertainment & Arts Alliance

and shall be known as the West Australian Symphony Orchestra Musicians' Agreement 2020 – 2021.

1. OBJECTIVE

This Agreement provides the basis for the West Australian Symphony Orchestra to perform and compete as a major Australian Orchestra. The musicians and management are committed to striving to maintain a constructive, harmonious and positive employment relationship allowing for the Orchestra to present high-quality orchestral performances, build upon its reputation, and continue to serve the people of Western Australia.

2. PARTIES BOUND, DURATION AND APPLICATION OF THE AGREEMENT

2.1. Application and Parties Bound

- 2.1.1. This Agreement shall apply to West Australian Symphony Orchestra Pty Ltd (the Company), the Media Entertainment and Arts Alliance, and all musicians employed by the Company.
- 2.1.2. This Agreement will be read and interpreted in conjunction with the National Employment Standards prescribed by the Fair Work Act 2009, as varied or amended from time to time (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides for a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 2.1.3. This Agreement incorporates the terms of the *Live Performance Award 2010*. Where a term of this Agreement conflicts with a term of the Award, the more favourable provision to the employee shall apply.

2.2. Duration

- 2.2.1. This agreement shall commence operation on the 7th day after the date of the notice from the Fair Work Commission advising that the Agreement has passed the better off overall test.
- 2.2.2. The nominal expiry date of this Agreement shall be 31 December 2021. However, this agreement shall continue to operate and apply to employment beyond the nominal expiry date until it is terminated or replaced in accordance with the Fair Work Act 2009.

3. DEFINITIONS

"Annual call ceiling" or "Call ceiling" means the annual call count maximum of 315 calls that a musician is required to attend for duty less any calls taken as leave without pay.

"Archival and reference recording" means a recording of a performance or rehearsal for the purposes of historical record or reference. Reference recordings shall only be used as a reference to enable training and teaching in the revival of productions. Such recordings shall remain under the control of WASO and shall not be used for any other purposes, and in particular, shall not be used to displace the use of live musicians.

"Artistic Team" is the committee established pursuant to this Agreement as a means of ensuring musician participation in discussions about the artistic output of the Company.

"Broadcast" a service that delivers television or radio programs to persons having equipment appropriate for receiving that service, whether the delivery uses the radio frequency spectrum, cable, optic fibre, satellite, the internet or any other means or combination of these means.

"Buyout" means an arrangement in which WASO grants all or partial rights to recorded material exclusively to a third party in exchange for a one-time fee in lieu of Royalties or Residuals.

"Casual musician" shall mean a musician who is not a permanent WASO musician nor a contract musician, and is engaged on a per-call basis and is covered by this Agreement.

"CEO" means the Chief Executive Officer of the Company as appointed by the Board of Directors of the Company. This position may be delegated as appropriate, either to cover absences or for particular issues.

"Commercial Recording" means a recording made in which income is derived from the use of the recording.

"Company" means West Australian Symphony Orchestra Pty Ltd; an independent, wholly-owned subsidiary Company of WASO Holdings Ltd.

"Concertmaster" means the first or principal violin or the instrumentalist who carries out the duties of Concertmaster.

"Contract musician" means a musician who is contracted on a fixed-term basis. Other than where stated specifically, the terms and conditions of this Agreement will apply to contract musicians on a pro-rata basis.

"Day trip" shall mean a trip to a venue further than 50km from the Perth GPO (or a trip to Rottnest Island), during which the musicians complete their travel to and from the work venue within one day (midnight to midnight).

"Duty" shall mean the period of the scheduled commencement time until the expiry of this time or a musician is released, and shall include:

- i. playing;
- ii. auditions;
- iii. educational and training activities;
- iv. promotional activities;
- v. travel;
- vi. scheduled meetings; and
- vii. standby calls.

"Educational activity" shall mean any lecture, demonstration, master class or workshop undertaken by one or more WASO musicians or ensembles.

"Family violence" is abusive and/or violent behaviour used by one person to control and dominate another person or persons within a domestic relationship and may include physical, sexual, financial, verbal or emotional abuse by a family or household member.

"Free day" shall be a period of 24 hours during which a permanent or contract musician is not required to be available for duty, and such period shall not be deemed to have commenced until the expiration of eleven hours from the conclusion of the last rostered call. Notwithstanding any other clause of this Agreement, a "free day" shall be free of all duty, unless otherwise determined by mutual agreement.

"Lunch-hour concert" means any concert, not being a schools' concert, which commences between the hours of midday and 2.00 p.m.

"Management Consultative Team" (MCT) is the committee established pursuant to this Agreement as a means of ensuring musician participation in management practices undertaken by the Company.

"Mixed appearance" call comprises a rehearsal, an interval and any performance that does not involve the use of stop/start technology (i.e. a public concert or a studio performance, but not a recording session).

"Mutual agreement" means an agreement reached between, the MCT and a simple majority of those musicians directly affected by the circumstances in which a condition of this Agreement may be varied by mutual agreement.

"Non-scheduled call" is a call that does not appear in the schedule but has been arranged by mutual agreement.

"Orchestra" means the body of established symphony Orchestra musicians that the Company employs, supports and promotes. It is the performing arm of the Company.

"Period of actual travel" is the period from the scheduled commencement of travel until the conclusion of that travel at the specified destination, including rest stops but excluding meal stops.

"Permanent musician" or "permanent member" means a musician who is appointed to a position in the West Australian Symphony Orchestra. Other than where stated specifically in this Agreement, a musician on trial for a permanent position will be considered permanent for the purposes of this Agreement.

"Players' Association Committee" or "WASO Players' Committee" means a committee elected by the players to discuss issues related to the activities, functions and employment environment of WASO, and shall form part of the WASO MCT.

"President of the Players' Association" refers to the President of the Players' Association Committee representing all musicians covered by this Agreement.

"Principal" or "principal musician" means the leading musician of any group of two (2) or more musicians of identical instruments in the Orchestra. Where there is only one musician of any one instrument in the Orchestra, the musician of that instrument.

"Public holiday" includes:

- i. New Year's Day;
- ii. Australia Day;
- iii. Labour Day;
- iv. Good Friday;
- v. Easter Saturday;
- vi. Easter Monday;
- vii. Anzac Day;
- viii. WA Day;
- ix. Queen's Birthday (provided that where another day is declared a public holiday in Western Australia then that day shall be observed in lieu);
- x. Christmas Day; and
- xi. Boxing Day; or

any other day authorised as a public holiday in Western Australia.

"Recording" is a visual and/or audio recording, such as a recording for radio and/or television

broadcast, and includes a recording for any other purpose.

"Regional tour" is a tour within WA to a venue that involves at least one overnight stay.

"Release from duty" shall mean:

- in a performance, when the Concertmaster or other person designated by the Company signals the end of the performance, unless another performance is scheduled within the same call.
- in all other work, when the Orchestra is released by the conductor or other person designated by the Company.
- for travel:
 - i. when a musician has returned to a terminal depot,
 - ii. when away from Perth, on arrival at the hotel, rehearsal or performance venue as determined by advance agreement of the MCT.

"Rest break" shall mean a period of relief from work which shall commence:

- in non-performance calls when the person designated by the Company calls a break.
- in performance calls, when the Concertmaster leaves the stage or pit, and at the end of which the Orchestra shall be reseated and ready to tune.

"Roster" shall mean the formal personnel duty requirements for the musicians of the Company as displayed in printed form.

"Royalties or Residuals" are ongoing payments made by the licensee to the licensor for the rights to ongoing use of a commercial recording calculated as a percentage of revenues derived from the use of that recording.

"Schedule" shall mean the formal duty requirements of the Company (schedule of future activities/ commitments of the Company) throughout the year as displayed in printed form.

"Scheduled call" is a call that appears in the official printed schedule of the Company.

"Schools concert" means any concert performed for school students and arranged in cooperation with the school concerned and/or education authorities in any state.

"Sitzprobe" shall mean the first complete rehearsal of an opera when soloists and chorus join with the Orchestra, generally in the performance or rehearsal venue.

"Standby" means, where an employee is required to be on standby to be called upon to perform duties up to 30 minutes after the commencement of that call but shall not be required to be present at the workplace or place of performance unless called upon.

"Substitution" means the playing of any part scored for another instrument.

"Terminal depot" shall mean 445 Hay St Perth, being the head office of the Company, unless determined otherwise by advanced agreement of the MCT.

"Time actually playing" means the period of time in any call from the scheduled time of commencement of that call to the time that the musicians are released from duty.

"Tour" shall mean the scheduled circumstances in which the Orchestra is required to be absent

from Perth metropolitan area for one or more nights.

"Travelling time" means the period of time, while on a tour or day trip, spent travelling by transport arranged by the Company on any journey from the time specified by the Company for departure, to the time of arrival at the specified destination.

"Union" means the Media, Entertainment & Arts Alliance.

"Week" means the period commencing at 12.00am Monday and ceasing at 12.00 midnight the following Sunday.

"West Australian Symphony Orchestra" or "the Company", ABN: 26 081 230 284 of Level 3, 445 Hay Street, Perth, WA, 6000 is the employer of the employees bound by this Agreement.

4. DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

4.1. The parties agree to observe the following procedures to avoid and resolve employment-related grievances and disputes, and to avoid and resolve any grievances and disputes concerning the meaning and/or implementation of this Agreement and/or the National Employment Standards (NES). The parties acknowledge that observance of the procedure would avoid the need to resort to industrial action.

4.2. Individual Grievance

4.2.1. Where a musician has a problem or a grievance, in the first instance that matter shall be discussed with his/her immediate supervisor within the Orchestra. If the matter is not resolved at this point, the musician may raise the matter with the Concertmaster. If the matter remains unresolved it may be referred to the Executive Manager, Orchestral Management. If the matter is of an administrative nature the appropriate person to refer to in the first instance is the Executive Manager, Orchestral Management.

4.2.2. If the matter is not resolved at this stage it may be brought to the attention of the CEO. The musician may choose to have another musician or other representative, including a Union representative, present at the meeting.

4.2.3. Where a musician feels unable to discuss a problem or grievance with the individuals, as outlined in clause 4.2.1 and/or 4.2.2, the musician may take the grievance directly to the Human Resources Manager, who may provide advice on how to resolve the matter.

4.3. Issues on behalf of more than one player

If an issue is taken up on behalf of more than one player by player representatives or the Union, the matter shall first be discussed with management in a similar manner to that outlined for individual issues above, before referral to the Fair Work Commission (FWC) or any third party.

4.4. Referral to the Fair Work Commission

4.4.1. If any matter raised in accordance with the provisions of this clause remains unresolved, then either party may refer the matter to a mutually-agreed third party for mediation. Should the parties not agree on the appointment of a third party for mediation, then either party may refer the matter to FWC.

4.4.2. The parties agree to be subject to conciliation, and if necessary, arbitration by any person appointed by, or under, the auspices of FWC.

- 4.4.3. In respect to the matters integral to, or associated with, arbitration or the arbitration process, the arbitrator shall have the power to:
- i. make directions in relation to procedural matters;
 - ii. take evidence on oath or affirmation;
 - iii. summon witnesses to appear before the arbitrator;
 - iv. compel production of documents;
 - v. arbitrate and determine the dispute; and
 - vi. make a written determination (which may include directions for one or more of the parties) with accompanying reasons about the matters in dispute.

4.4.4. The parties agree to be bound by the decision of the Arbitrator.

4.5. Appeal Process

4.5.1. Either party who is dissatisfied with a determination made by an arbitrator, in accordance with the powers conferred under sub-clause 4.4.3, may apply to the President of FWC to appeal a decision or direction of FWC in relation to that dispute within 21 days of FWC making that determination.

4.5.2. Where a party to a dispute has applied to appeal a decision or direction of FWC, pursuant to sub-clause 4.5.1, a Full Bench or Presidential Member may, on application, on such terms and conditions as the Full Bench or the Presidential Member considers appropriate, order that the operation of the whole or a part of the decision or direction concerned be stayed pending the determination of the appeal or until further order of the Full Bench or Presidential Member.

4.5.3. On hearing the appeal, the Full Bench may do one or more of the following:

- i. Confirm, quash or vary the decision or direction concerned; or
- ii. Direct the member of FWC, whose decision or direction is under appeal, or another member of FWC, to take further action to deal with the subject matter of the decision or direction in accordance with the directions of the Full Bench.

4.5.4. The parties agree to be bound by the outcome of the appeal process.

4.6. General

4.6.1. Attendance at any meeting or discussions provided for in accordance with this clause may be extended to other persons whom the parties agree may be able to provide information or assist in the resolution of the issue.

4.6.2. The period of time from when the grievance/industrial issue is first raised with management until the time of its resolution, or if unresolved, referred to FWC, should not exceed fourteen days, during which time no industrial action in furtherance of the issue shall occur.

4.6.3. A musician who is party or subject to a dispute must, whilst the dispute is being resolved, continue with normal duties and comply with any reasonable direction given by the employer, unless the employee has a reasonable concern about an imminent risk to his or her health or safety.

4.6.4. Nothing in this clause may be construed as bestowing a right on either party to take industrial action other than in accordance with the provisions of the *Fair Work Act 2009*.

4.6.5. A reference to FWC in this Agreement includes any successor organisation established by Federal legislature performing the same or similar functions as FWC.

5. COMMITTEES

5.1. Management Consultative Team (MCT)

- 5.1.1. The Company acknowledges that in order for WASO to fulfil its artistic and economic potential and to achieve optimum employment conditions, the musicians must play an increased role and feel a greater sense of ownership in the management of the Company. Accordingly, the CEO, members of management and the musicians will form the MCT, which will oversee aspects of the day-to-day operation of the Orchestra.
- 5.1.2. The Executive Manager, Orchestral Management and the Human Resources Manager will be responsible for the day-to-day application of this Agreement in work processes and procedures.
- 5.1.3. The MCT will be responsible for overseeing issues that arise out of the operation of this Agreement.
- 5.1.4. Any variations to this Agreement will be initially addressed by the MCT.
- 5.1.5. The CEO will take the agreed recommendations of the MCT to the Executive Managers for consideration in strategic planning.
- 5.1.6. The MCT shall consist of:
 - i. Chief Executive Officer;
 - ii. Executive Manager, Orchestral Management;
 - iii. Orchestra Manager;
 - iv. Human Resources Manager; and
 - v. current committee members of the WASO Players' Association.
- 5.1.7. In order to form a quorum within the MCT, the CEO (or his/her designated representative) and at least five musician representatives must be present at any meeting.
- 5.1.8. The MCT shall seek to reach agreement on all matters discussed, and deemed to have reached agreement on an issue where the following two parties are in agreement.
 - i. The majority of the musicians' representatives present; and
 - ii. The CEO (or his/her designated representative) and the majority of management present.
- 5.1.9. If the parties cannot reach agreement regarding the Orchestra's operational matters, the CEO's decision shall be actioned.
- 5.1.10. The musicians recognise the authority of the musician representatives on the MCT to act on their behalf to the extent outlined within this Agreement.
- 5.1.11. The musician representatives on the MCT recognise their responsibility to consult with the musicians of WASO, and to represent the views of those musicians.
- 5.1.12. The Company will provide the MCT with access to relevant information, including documents, which are reasonably necessary to facilitate genuine consultation and the effective operation of this Agreement.

5.2. Artistic Team

- 5.2.1. It is acknowledged that in order for WASO to fulfil its artistic potential, and for the musicians to feel a greater sense of ownership, it is vital the musicians participate in collaborative

discussions and the decision-making process on the artistic output of WASO. Accordingly, the management and musicians will form the Artistic Team.

5.2.2. The role of the Artistic Team is to:

- i. review and make recommendations concerning the Company's Artistic Plan, with particular regard to the artistic development of the orchestra;
- ii. review concerts with regard to soloists, conductors, programs and orchestral performance;
- iii. contribute to the planning of future concert programs;
- iv. provide a forum for debate and discussion of existing practices and new ideas; and
- v. oversee any clauses of this Agreement as required.

5.2.3. The Artistic Team shall consist of:

- i. six (6) full-time musicians elected by the Orchestra, of which three will be elected each year for a period of two years;
- ii. Concertmaster;
- iii. President of the Players Association (or his/her nominee);
- iv. Principal Conductor;
- v. Chief Executive Officer;
- vi. Executive Manager, Artistic Planning; and
- vii. Executive Manager, Orchestral Management.

5.2.4. An election by secret ballot of all full-time musicians will be conducted to elect musician representatives to the Artistic Team. This election will occur each year to elect three representatives to serve a two-year term.

5.2.5. The Artistic Team will meet on a regular basis, at least six times per annum. The meetings for each calendar year shall be set at the first meeting of the year. Special meetings may be convened at the request of any team member as described in Clause 5.4.1.

5.2.6. In order to form a quorum within the Artistic Team, the CEO and at least five musician representatives must be present at any meeting.

5.2.7. The musician representatives on the Artistic Team recognise their responsibility to consult with the musicians of WASO and to represent the views of those musicians.

5.3. Occupational Safety & Health (OSH) Committee

5.3.1. The Company acknowledges that in order to provide and maintain a safe working environment, WASO must engage in genuine consultation with employees to ensure risks and hazards are appropriately identified and addressed, and to strive towards achieving best practice in workplace safety and health.

5.3.2. The role of the OSH Committee is to:

- i. identify and report hazards and risks in the workplace;
- ii. work together in resolving OSH matters;
- iii. take a proactive and preventative approach to OSH;
- iv. review and update current practices and procedures; and
- v. work towards a best practice approach to OSH.

5.3.3. The OSH Committee shall consist of:

- i. Chief Executive Officer;

- ii. Human Resources Manager;
- iii. Executive Manager, Orchestral Management;
- iv. Orchestral Operations Manager;
- v. Production and Technical Manager;
- vi. President of the Players' Association;
- vii. two full-time musicians elected by the Orchestra; and
- viii. one full-time administration staff member elected by administration staff.

5.3.4. An election by secret ballot of all full-time musicians will be conducted to elect musician representatives to the OSH Committee.

5.3.5. The OSH Committee will meet on a regular basis, at least six times per annum. The meetings for each calendar year shall be set at the first meeting of the year.

5.4. Conduct of the Committees

5.4.1. The MCT, Artistic Team or OSH Committee shall meet when requested by the CEO or 50% of its members.

5.4.2. The agenda of all meetings and a summary of outcomes and decisions of the committees shall be made available to the musicians of the Orchestra.

5.4.3. All Committees are responsible for disseminating agreed and approved information to other musicians, as well as consulting with them on all relevant issues to ensure that their views are represented at committee meetings.

5.4.4. Musicians who are members of the following team and/or committees:

- i. MCT
- ii. Artistic Team
- iii. OSH Committee
- iv. Patrons and Friends Committee

will be allocated one call for each meeting they attend. Alternatively, the Company may elect to pay a musician one call at their usual call rate per meeting. The combination of allocated or paid calls is to be decided by the Company.

5.4.5. A person ceases to be a member of a committee and the position is vacated if the person is absent from three successive committee meetings without leave of absence from the committee.

5.5. Appointment of Senior Management and Other Positions

The musicians shall be represented in any decisions relating to the appointment of a Principal Conductor, CEO or management, as deemed appropriate by the MCT. Musician representatives on interview panels will receive an appropriate allocation of calls.

6. EMPLOYMENT CONDITIONS

6.1. All auditions and trials shall be carried out, and permanent musicians appointed, in accordance with the terms and conditions of the current WASO Appointment Code. Attendance of panel members is compulsory, as per the WASO Appointment Code.

6.2. All permanent musicians acknowledge the Company as their primary employer. Permanent and contract musicians undertaking other activities shall do so without compromising their work with the Company.

6.3. The salary prescribed by this Agreement shall be paid to each permanent or contracted

musician who, during any week, is ready and willing to perform the work provided for by the Agreement, irrespective of whether or not the musician is required to perform that work.

- 6.4. Unless mutually agreed to the contrary, or otherwise specified in a contract, the employment of a permanent musician is to be terminated by a minimum twelve-week notice period provided in writing by either the musician or the Company.
- 6.5. Nothing in this Agreement shall be deemed to restrict the right of the Company to summarily dismiss a musician without notice for proven misconduct or negligence, and in the case of such a dismissal, wages shall be payable for the employment up to but not after the time of dismissal.

7. SCHEDULES, ROSTERS AND WORKING TIME ALLOCATION

- 7.1. Each musician's working hours shall be categorised into "calls". Each call, unless otherwise provided and regardless of the actual time allocated to that call, shall count as three-hours' work for the purposes of payroll-related matters, leave entitlements and for the calculation of hourly pay rates.
- 7.2. Following approval from the MCT, an annual draft schedule for WASO activities for the ensuing year shall be distributed to all permanent employees by November 1 each year.
- 7.3. Subject to this Agreement, all individual rostering shall be at the discretion of the Section Principal or their designate. If a Principal elects to delegate authority to undertake the rostering process the Principal shall bear the responsibility for the final outcome of the roster and any musician or administrative concerns that may eventuate.
- 7.4. A schedule covering the working hours of all WASO activities and all individuals rostered for duty for the ensuing six-week period shall be issued weekly by management to all permanent musicians. This information shall be as complete as possible and shall include all WASO activities known at the time of preparation. All schedules shall be subject to the agreement of the MCT.
- 7.5. Permanent and contract musicians rostered to perform in a WASO activity shall be available for all scheduled calls associated with that activity. All calls will be allocated to the musician's annual call count, unless it is specified that they are not required, e.g. sectional rehearsals. The issued rehearsal order is a guide only and can be changed at any time.
- 7.6. The Company shall operate on the basis of a 14-day period of notice for change of schedule to orchestral activities, and a seven-day period of notice for personnel requirements. It is the responsibility of musicians to check their schedules and rosters within these periods to inform themselves of any changes and to confirm their call allocations for that week. These notice periods shall also apply to casual players
- 7.7. The notice period may be waived with the agreement of the President of the Players' Association and Executive Manager, Orchestral Management.
- 7.8. Where there is a disagreement between the Executive Manager, Orchestral Management and the President of the Players' Association about the waiving of the notice period, the matter shall be discussed with the CEO.

8. ROSTERING CONDITIONS

8.1. Introduction

- 8.1.1. This Agreement is premised upon employment conditions that provide workload protection mechanisms combined with a flexibility of rostering. It is the intention of the agreement to:

- i. protect the musicians against excessive annual and weekly workloads, and
- ii. provide rostering flexibility utilising individual call counts.

8.1.2. It is an agreed objective that all work in any week will be contained within five days and free days shall be consecutive. Notwithstanding this objective, the WASO will require flexibility of working conditions in order that a wide range of performance projects may be undertaken.

8.2. Duty

8.2.1. The following shall be considered duty and attract a call allocation to a musician's call count:

- i. playing calls;
- ii. auditions;
- iii. educational and training activities;
- iv. promotional activities;
- v. travel;
- vi. scheduled meetings; and
- vii. standby calls.

8.2.2. Subject to this Agreement, 2.5 hours or part thereof shall be considered one call for all duty when it appears in the roster.

8.2.3. Casual auditions of less than one hour's duration shall be considered as half of one call.

8.2.4. Non-scheduled educational, training and promotional activities are voluntary. The call allocation for non-scheduled activities will be agreed by the MCT on a case by case basis.

8.3. Annual Call Ceiling

Subject to the provisions of this Agreement, a permanent or contract musician shall be required to attend duty for up to a maximum of 315 calls per calendar year. All duty shall contribute towards the annual call count. Permanent players may be offered the opportunity to work calls in excess of 315. Any work in excess of 315 calls shall be on a voluntary basis and will be paid at the individual's call rate in addition to normal salary and any other overtime that is payable to the musician for those excess calls. A player cannot exceed their call ceiling while on any form of leave. Once a player on leave reaches their call ceiling, that leave will cease and that player will be rostered off.

A permanent or contract musician who commences employment part way through the year or is employed for a portion of a year will be given a pro-rated call ceiling calculated at seven calls per week.

8.4. Weekly Limits

8.4.1. Subject to overtime provisions, within each calendar year a permanent or contract musician may be rostered up to and not exceeding the following weekly limits.

- i. 10 weeks of greater than 8 calls
- ii. 10 calls per week
- iii. 2 consecutive weeks of 10 (or more) calls

8.4.2. Subject to 8.4.3, playing calls and travel calls are the only duty calls counted for the purposes of the above weekly parameters. Annual leave and public holidays are taken into account for the weekly limits at a rate of two calls per day. Where duty is not scheduled on a recreation leave day or public holiday no allocation is made to a musician's annual call count.

8.4.3. Subject to clause 17.4, any transferred public holiday calls will count towards the weekly call

limits in the week to which they have been notionally transferred.

8.5. Weekly Call Count Overtime

If a permanent or contract musician is rostered in excess of the above weekly limits, each applicable call shall attract an extra payment of half time. If a particular call is an excess call for more than one of the above weekly parameters, then overtime will be paid once only.

8.6. Daily Call Count Ceiling

With the exception of orchestral communication calls (clause 10.3) a permanent or contract musician shall not be rostered to work more than two calls in any one day without the agreement of the musician concerned. If a musician agrees to work more than two calls in any one day, the third call in each day will attract an extra payment of single time.

9. CALL ALLOCATIONS

9.1. Annual Call Allocations

A call shall be allocated to a permanent or contract musician's call count if:

- i. the musician attends that call as required; or
- ii. the musician is rostered to attend that call and the roster is altered within seven days of the call date so that the musician is no longer required for the call; or
- iii. it falls during periods of workers' compensation.

9.2. Call Allocation for Trial Panel Members

A call allocation of one call per trial period will be made to each musician on a trial panel with the exception of the relevant Section Principal and the player's representative who will each receive an allocation of two calls per trial period. If a trial panel member fails to meet any requirements of being part of a trial panel then no calls will be allocated to that panel member.

9.3. Call Allocation for Setting Up

Where a percussionist or electronic instrumentalist needs to spend more than fifteen minutes setting up or disassembling equipment prior to or following a call, the musician shall receive an annual allocation of calls, to be agreed by the MCT.

Casual percussionists will be paid extra payments for excessive set-ups as agreed by the MCT.

9.4. Call Allocation for Rostering / Seating Duties

Where a Tutti string musician undertakes the rostering and/or seating administration of their section, that musician shall receive an annual allocation of calls to be agreed by the MCT.

9.5. Call Allocations for Leave

9.5.1. Approved leave of any type, other than designated annual leave or leave without pay, of equal to or greater than 14 consecutive days, shall be allocated to a musician's call count at the rate of seven calls for every week of leave (with the exception of the mid-year break), pro-rated up to the nearest call to a maximum of 315 calls in any calendar year.

9.5.2. Approved leave, other than personal / carer's leave, designated annual leave or leave without pay of less than 14 consecutive days shall be allocated to a musician's call count based upon the number of calls that musician was, or would have been, rostered to work, at the discretion

of the principal. If disagreement arises as to the number of calls allocated, the MCT shall determine the allocation to the musician's call count based upon the number of calls in which a casual musician was used as a replacement.

- 9.5.3. Leave without pay of equal to or greater than 14 consecutive days, shall be deducted from a musician's call ceiling at the rate of seven calls for every week of leave (with the exception of the mid-year break). Leave without pay of less than 14 consecutive days shall be deducted from the musician's call ceiling based upon the number of calls that musician was, or would have been, rostered to work, at the discretion of the principal. If disagreement arises as to the number of calls allocated, the MCT shall determine the allocation to the musician's call count based upon the number of calls in which a casual musician was used as a replacement.

9.6. Call Allocations for Touring

- 9.6.1. One-day trips shall count as two calls.

- 9.6.2. The following call allocations shall apply to regional tours:

- i. Where time actually playing, plus travelling time on the first or final day of a tour, totals three hours or less, then that day shall count as one call.
- ii. Where on such days, time actually playing, plus travelling time exceeds three hours, then that day shall count as two calls.

- 9.6.3. Intermediate days on a regional tour shall count as two calls.

- 9.6.4. Casual musicians will be paid on a per call basis in accordance with the call allocation provisions above.

- 9.6.5. International and interstate touring call allocation shall be established on a case-by-case basis with agreement from the MCT.

9.7. Monitoring of Call Data

The Company will maintain a detailed list of all musicians' historical and estimated rostered calls by day and project, and make such information available on request to:

- i. the Players Committee;
- ii. the applicable Section Principal or their designate; and
- iii. the applicable musician.

10. CALL DURATION

10.1. General Call Duration

Other than for the exceptions stated in clause 10.2, 10.3 and 10.4, all activities shall be scheduled in calls of up to 2.5 hours in duration, and these calls shall count as three-hour calls for the purposes of payroll-related matters.

10.2. General Rehearsals and Performance Calls

In addition to opera and ballet, calls of three hours in duration may be scheduled without attracting overtime payment for:

- i. one rehearsal and all performance calls for joint ventures or where the Orchestra has been hired by an external body; and
- ii. up to five other General Rehearsal or performance calls during the year, as agreed by the MCT. Any three-hour General Rehearsals must be scheduled at least one week in

advance.

A performance call which runs longer than 2.5 hours may count as one of the five possible three-hour calls but this will not necessarily be indicated in the schedule.

10.3. Communication Calls

Up to five one-hour meeting calls may be scheduled during an extended 90-minute lunch break. These calls would not count towards the musician's annual call count. Each communication call in excess of five calls shall count as half a call towards a musician's annual call count if they attend the communication call.

10.4. Opera and Ballet Calls

10.4.1. Opera and ballet performance calls may be up to three hours in duration.

10.4.2. A three-hour rehearsal call may be scheduled in relation to opera and ballet seasons, in accordance with the provisions below.

- i. For every ballet production three by three-hour rehearsal calls may be scheduled which encompass Stage Orchestral and Final Dress Rehearsals.
- ii. For every staged opera production four by three-hour rehearsal calls may be scheduled which encompass Sitzprobe, Stage Orchestral and Final Dress Rehearsals.
- iii. For semi-staged or concert versions of an opera production, three by three-hour rehearsal calls may be scheduled which encompass Sitzprobe, Stage Orchestral and Final Dress Rehearsals.

10.4.3. Notwithstanding the provisions above, if additional three-hour calls are scheduled, then for each such call the musicians concerned shall be paid one half hour at overtime rates for each call.

10.5. Mixed Appearance Calls

Where a musician is called for a "mixed appearance call" a 15-minute interval shall be allowed between rehearsal and performance, and there shall be a maximum of 90 minutes rehearsal.

10.6. Standby

A player who is on "standby" is not required to be present at the workplace but must be available to attend work if called in during the standby period. The "standby period" is from two hours before the start of the call until 30 minutes after the start of the call. "Standby" players must remain available and contactable by phone throughout this period. If this is not possible for any reason, the player is responsible for checking their standby status with the Executive Manager, Orchestral Management.

Management will endeavor to give as much notice as possible to a player who is called in to work. Players on standby receive a full call to their call count.

11. CALL TIMES AND BREAKS

11.1. Unless agreed to by the Players' Committee, the first call of any day shall not begin before 9.00 a.m. and the last call of any day shall be completed by midnight, provided that the maximum spread of hours in any one day in which calls can be rostered shall be 14 hours.

11.2. The first call on any day shall not commence within 11 hours of the musician concerned last having performed duty, except that the first call on any day shall not commence within 12

hours of the musician concerned last having performed duty if either call is more than 30kms from the CBD or where the Orchestra returns from a regional tour when the first call shall not commence within 12 hours of arrival at the terminal depot.

- 11.3.** Unless otherwise agreed to by the Players' Committee, a minimum period of one hour shall be allowed for lunch between the hours of midday and 2.30 p.m. and for dinner between the hours of 4.30 p.m. and 7.30 p.m. respectively. The provisions of this sub-clause shall not apply to a lunch-hour concert which constitutes the first call for the day and which commences not earlier than 12.30 p.m.
- 11.4.** For stage and theatre work, a minimum period of one hour shall be allowed for lunch between the hours of 11.00 a.m. and 3.00 p.m.
- 11.5.** Where a musician is required to change into evening clothes for an evening performance, a break of not less than two hours shall be allowed to the musician.
- 11.6.** Unless agreed to by the Players' Committee, where a call begins after 1.00 p.m. and a subsequent call is made on the same day, an interval of not less than one hour and not more than two hours shall elapse between the calls, except that the interval may exceed two hours where both calls involve a performance.
- 11.7.** Where two performances are to be scheduled on the one day, the second performance shall either be a full repeat, or a repeat of a portion only of the first performance, except:
 - i. where both performances involve staged or theatre work; or
 - ii. with the agreement of the Players' Committee.
- 11.8.** Unless agreed to in advance by the Players' Committee, or during the actual call by mutual agreement, in any call of greater than two hours, a musician will not be required to work for a period in excess of 90 minutes without a fifteen-minute rest break. If work continues beyond 90 minutes without mutual agreement, excess time worked beyond the required break shall be paid at the appropriate call overtime rates.
 - 11.8.1.** This shall not apply to a performance call containing a single work of more than 90 minutes' duration which was intended by the composer to be performed without a break, or for Ballet and Opera final dress rehearsals and performances where one act exceeds 90 minutes and is played as the composer intended.
 - 11.8.2.** In either of the above cases the call must finish no later than the scheduled time or further overtime shall be paid.
- 11.9.** At the discretion of the conductor, and subject to mutual agreement, calls of two hours without a break may occur with no additional remuneration in lieu of calls scheduled for two-and-one-half hours.
- 11.10.** Unless agreed to by the Players' Committee, a musician shall not be required, without additional payment as for an extra appearance, to attend for duty within two hours from the time the musician finishes travelling on any tour or day-trip.
- 11.11.** Unless agreed to by the Players' Committee, duty shall not be required for two hours before an evening performance.
- 11.12.** Except in the case of schools' performances or a mixed appearance, when musicians are engaged in a public performance they shall not be required at such a call to perform any duty other than one such public performance.
- 11.13.** Where an evening call is made for a major subscription concert or for a concert performance

involving similar symphonic repertoire to be performed in the Perth metropolitan area, any prior call during that day shall end no later than 12.30 p.m. and shall not involve a performance.

12. CALL OVERTIME

- 12.1.** Any overtime entitlement shall apply on a once-only basis to an individual musician who performs work in excess of the prescribed time of a call. Call overtime is calculated in 15-minute periods.
- 12.2.** Any time worked after the prescribed time for a call shall be paid for at the rate of one-and-a-half times the relevant hourly rate for the musician's classification or acting classification; this rate will apply until midnight. After midnight the rate shall become double the relevant hourly rate.
- 12.3.** In the case of calls which fall outside the prescribed weekly limits, all call overtime shall be paid at the rate of double the relevant hourly rate, except in the case of public holidays and Sundays, where all call overtime worked shall be paid for at a rate of two-and-a-half times the relevant hourly rate for that musician's classification or acting classification.
- 12.4.** In the case of rehearsals on the day of a public concert, all overtime worked in excess of fifteen minutes shall be paid for at double the relevant hourly rate for the musician's classification or acting classification.
- 12.5.** Overtime up to 30 minutes may be called at the conclusion of any call by authorised management personnel. Additional overtime may be worked only with agreement of the majority of MCT members present.

13. SIX-DAY WEEKS

- 13.1.** Whilst an objective is to schedule at least two free days for WASO in every working week, the parties agree that a limited number of six-day weeks may be scheduled in order for WASO to maintain its service to the community.
- 13.2.** No permanent or contract musician shall be scheduled for more than six by six-day weeks in any calendar year without prior agreement of the musician concerned. If a permanent or contract musician is rostered in excess of this, each applicable call shall attract an extra payment of half time.

14. CONSECUTIVE WORK DAYS

- 14.1.** No more than eight days shall be worked consecutively by any permanent or contract musician without the prior agreement of the musician concerned.
- 14.2.** If a permanent or contract musician is rostered in excess of eight consecutive days, each applicable call shall attract an extra payment of single time.

15. WORK ON MONDAYS

- 15.1.** No permanent or contract musician shall be rostered for more than six Mondays in any calendar year without the prior agreement of the musician concerned, except in the circumstances outlined below:
 - i. Additional Mondays may be scheduled for rehearsing for or performing on a tour.
 - ii. Up to two additional Mondays may be scheduled providing that they are for EChO or "WASO on the Road" type activities.
 - iii. Up to two additional Monday evenings may be scheduled providing that they are performances not including opera or ballet.

These additional Mondays will not serve to exceed work load limits for both the number of six-day weeks that may be worked (clause 13.2) and number of weeks that may be worked which exceed eight calls per week (clause 8.4.1.i), and in such circumstances, will not incur the penalty payments provided for in clauses 15.2 and 8.5 respectively. Other weekly limits (clause 8.4.1 ii and iii) still apply.

- 15.2.** Except as provided for in clause 15.1, if a permanent or contract musician is rostered in excess of six Mondays per year, each applicable call shall attract an extra payment of half time.
- 15.3.** The Company will endeavour to avoid scheduling auditions on a Monday, however, in exceptional circumstances, auditions may be scheduled on a Monday with the agreement of the Players' Committee. Any audition scheduled on a Monday will not count towards the number of Mondays worked, six-day weeks, or other weekly limits.
- 15.4.** Alterations to the original draft schedule that involve scheduled duty on any Monday shall be agreed by the MCT prior to distribution to musicians.

16. WORK ON SUNDAYS

- 16.1.** Subject to the provisions of this clause, no permanent or contract musician shall be rostered for more than eight Sundays in any calendar year without prior agreement of the musician concerned.
- 16.2.** If a permanent or contract musician is rostered in excess of eight Sundays per year, each applicable call shall attract an extra payment of single time.
- 16.3.** Scheduled duty on any Sunday shall be restricted to one performance or mixed appearance call and travel, except for a day trip to a regional location when a seating call of up to one-hour's duration may be scheduled, if agreed to by the MCT. The travel, seating and performance calls will count as two calls, but only one Sunday worked.
- 16.4.** A Sunday call may include two consecutive performances, each of which is less than 75-minutes' duration.
- 16.5.** Casual musicians engaged to work on a Sunday shall be paid double the relevant casual call rate.

17. PUBLIC HOLIDAYS

- 17.1.** Any calls actually worked by permanent or contract musicians on a public holiday or Easter Sunday, which fall within the prescribed weekly limits, shall attract an extra payment at the rate of single time.
- 17.2.** Any calls actually worked by permanent or contract musicians on a public holiday or Easter Sunday, which fall outside the prescribed weekly limits shall attract an extra payment at the rate of single time extra plus the prescribed payment for exceeding the weekly limit (see clause 8.5).
- 17.3.** In the case of Australia Day and Anzac Day the Company has the option of offering a day-off-in-lieu instead of the penalty payments above. This day off will be added to the mid-year break.
- 17.4.** With the agreement of the MCT, the calls for up to four public holidays not worked, may be notionally transferred from the week in which they would ordinarily be counted towards the weekly call limits specified in clause 8.4.1, to another week or weeks elsewhere in the schedule. When this occurs the public holiday's calls will be counted towards the weekly call

limit in the week to which they have been notionally transferred and not towards the weekly call limit of the week in which they would ordinarily have appeared. In determining where the calls are transferred, consideration will be given to annexing the calls to other non-scheduled periods.

- 17.5. Public holidays occurring during an annual leave period will not be available for transfer to another part of the schedule.
- 17.6. Casual musicians engaged to work on a public holiday or Easter Sunday shall be paid double the relevant casual call rate.

18. PLAYING IN COMBINATIONS

- 18.1. A musician may be rostered to play with the full complement of the Orchestra in accordance with their job descriptions (refer appendix A) or in any ensemble in accordance with their job description, provided that no musician shall be required to perform in a combination of fewer than eight players independent of an Orchestra performance, other than voluntarily, except in the circumstances outlined below:
- 18.2. Musicians may be rostered to perform in small ensembles of fewer than eight for Education or Community Engagement activities. These activities will remain voluntary, but a musician will not unreasonably refuse to participate. Objections to being rostered will only be based on a musician's judgement as to their appropriateness for the project.
- 18.3. Higher duties and doubling allowances will be payable where applicable.
- 18.4. Scheduled calls will be counted for the purposes of weekly and daily call limits.
- 18.5. Unscheduled rehearsal calls undertaken at the ensemble's convenience will be allocated to each musician's call count but will not be counted for the purposes of daily and weekly limits. The number of rehearsal calls allocated will be agreed between the musicians and management.

19. MID-YEAR BREAK

A mid-year break shall be scheduled each calendar year. This shall consist of seven consecutive days free of duty, to be taken concurrently by all employees. The dates shall be notified to the permanent and contract musicians no later than March 1 in that year, and where practicable, shall be in line with WA school holidays.

20. TOURING

WASO is committed to occasional touring as part of its orchestral activities. Accordingly, touring with the orchestra is a normal work requirement for orchestral musicians.

- 20.1. The Company and the musician members of the MCT will agree on terms and conditions to apply to international, interstate, and regional touring on a case-by case basis.
- 20.2. Permanent or contract musicians who do not wish to be involved in a tour for family or other reasons may seek leave. In considering a leave application the Company shall have regard for the individual musician's circumstances, whether there are similar applications received, the instrument group(s) affected, and the financial and other implications for the tour.
- 20.3. Nursing mothers who have returned to work full-time and who are unable to tour will not lose normal salary. Subject to mutual agreement, the Company may provide the musician with other music-related activities for the duration of the tour.

20.4. Regional Touring and Day Trips

- 20.4.1. Unless agreed to by the Players' Committee, whilst on tour, travel on any day shall not commence before 8.30 a.m.
- 20.4.2. Except by mutual agreement, in the case of travel by road, the Orchestra shall be allowed a comfort stop for up to a maximum of 15 minutes in each period of not less than two hours.
- 20.4.3. No other call will be scheduled in any day when the period of travel exceeds 6.5 hours.
- 20.4.4. No more than one other call will be scheduled in any day when the period of actual travel exceeds four hours, but is less than 6.5 hours. Provided that nothing in this paragraph shall operate so as to prevent a scheduled performance taking place where the period of actual travel is exceeded due to circumstances which are:
- i. reasonably beyond the control of the Company; or
 - ii. reasonably within the control of the Company subject to payment as for an additional call.
- 20.4.5. Where a musician undertakes an engagement outside the Perth metropolitan area and actual playing time plus travelling time exceeds seven hours, all playing and travel time in excess of seven hours shall be paid for at half the prescribed rate per hour for a base Tutti musician.
- 20.4.6. Musicians shall be entitled to single room accommodation in a four-star hotel, or where such accommodation is not available, the highest quality available, provided by the Company. Travelling allowances shall be paid in accordance with APS rates and conditions. Transport shall be provided between hotel, terminal, performance, rehearsal venues and airports.
- 20.4.7. A musician who does not wish to use the accommodation as provided by the Company shall be reimbursed the cost of their elected accommodation up to the cost to the Company of a single room rate in the hotel provided by the Company, and shall be responsible for their own transport to and from their elected accommodation.
- 20.4.8. Casual players rostered on one-day trips and tours within WA shall be reimbursed for travel time using the same principles as those that apply to permanent members.
- 20.4.9. Discussion with the MCT shall occur as early as possible prior to any tour or day trip, and conditions will be agreed.
- 20.4.10. Day trips shall not be undertaken on consecutive days to the same region.

20.5. Regional Tour Loading

- 20.5.1. For each complete week spent on tour, a musician will be paid, in addition to their normal salary, an amount equivalent to one call at single time, and in respect of any incomplete week one sixth of one call at single time for each day so spent, and one twelfth of one call at single time for each half day so spent.
- 20.5.2. In computing the amount payable under this clause, a period of absence not exceeding 12 hours shall be regarded as a half day absence. An absence exceeding twelve hours but not exceeding 24 hours shall be regarded as one day's absence.

21. DAY TRIP ALLOWANCE

Except where a meal is provided as agreed by the MCT, where the Orchestra undertakes a one-day trip of less than 10 hours' duration, the musicians involved shall be paid a day trip allowance of 20% of the base Tutti call rate. This allowance shall be paid in the following pay

period. Where a day trip exceeds 10 hours, normal travel allowances shall apply.

22. TRANSPORT

- 22.1.** The Company shall transport (or pay the reasonable cost of transporting) double bass, harp, drums, contra bassoon, bass clarinet, cello, tuba and other bulky instruments when they are to be used for the purpose of the employment.
- 22.2.** If no public transport is available prior to or following any WASO engagement, the MCT shall agree on the circumstances and considerations that shall apply.
- 22.3.** Where work is to be done by an employee at a venue further than 30km from the Perth GPO, or on Rottnest Island, the employee shall be provided with return transport of a reasonable standard. If no transport is provided, drivers will be reimbursed for travel costs at a rate determined by the MCT on a case-by-case basis.

23. SUPPLY OF SPECIAL DRESS

- 23.1.** Where a musician is required to wear special dress other than evening dress, that special dress shall be supplied by the Company. Such special dress shall be clean and in good condition and the cost involved shall be borne by the Company.
- 23.2.** Where a player is required to wear costume or make-up on stage during opera or ballet performances, they will receive an additional payment of 20% of the base Tutti call rate per call.

24. STEPPING DOWN

- 24.1.** Section Principal, Associate Principal and Assistant Principal WASO musicians may step down to a Tutti position (on the same instrument), if such a position becomes available in the section, in the following circumstances.
 - i. where a musician has been a Principal, Associate Principal or Assistant Principal in the WASO (incorporating WASO activities as part of the ABC) for at least fifteen continuous years; or
 - ii. where such a change in classification is mutually agreed by the musician and the WASO MCT in consideration of non-continuous or lesser periods of service in WASO or other ex-ABC orchestras or other special circumstances.
- 24.2.** Subject to clause 24.1 (i) and (ii), a Section Principal or Associate Principal may be allowed to step down to a lower classification (other than Tutti) on the same instrument, if such a position becomes available, subject to approval from the CEO.
- 24.3.** The musician shall continue to receive the salary (including increases) appropriate to their former classification level.

25. CASUAL EMPLOYMENT

- 25.1.** The casual call rates include a casual loading of 20% in lieu of paid leave entitlements other than Long Service Leave.
- 25.2.** Unless at least seven days' prior notice of cancellation of an agreement is given, casual engagements shall be paid for whether held or not except in the case of the notice period being waived in accordance with clause 7.6.
- 25.3.** If a casual musician's engagement is terminated, all moneys due under this Agreement shall be paid by the first payday immediately following the pay period in which the casual musician is terminated.

26. CONTRACT EMPLOYMENT

- 26.1.** Contracts may be offered, subject to agreement within the MCT about the need for contract employment, in the following circumstances.
- i. for positions of Concertmaster and Associate Concertmaster.
 - ii. to fill temporary vacancies.
 - iii. to co-fill part-time positions as per clause 27.1.
- 26.2.** All contract musicians will be offered a written contract under the terms and conditions as set down in this Agreement. Prior to commencing employment contract musicians will be given a written contract which will contain the following information.
- i. Date of commencement and expiration of the contract.
 - ii. Salary and any applicable allowances.
 - iii. Position and location.
 - iv. Responsibilities of the position.
 - v. Rights and obligations of the parties.
- 26.3.** If a contract of twelve months or more duration is not to be renewed, the musician shall be advised at least two months prior to the expiration date of the contract.
- 26.4.** Contracts shall not be used to undermine the establishment strength of the Orchestra as defined in Appendix C.

27. PART-TIME EMPLOYMENT

- 27.1.** Part-time employment may be undertaken in the following circumstances:
- i. When a permanent employee is returning to work after parental leave as per clause 42 of this Agreement.
 - ii. To co-fill a position held by a permanent employee working part-time under clause 42 of this Agreement.
 - iii. To co-fill a position held by a permanent employee working part-time undertaking a Career Transition Program as per clause 62 of this Agreement.
 - iv. In special circumstances not covered by this Agreement as agreed to by the MCT.
- 27.2.** Part-time employees will be employed on a percentage basis and all working conditions including annual workload, weekly salary and entitlements under the Musicians' Agreement will apply on a pro-rata basis. Part-time arrangements cannot exceed the period of twelve months without renegotiation.

28. WORK PLACE FACILITIES

The Company shall provide reasonable facilities at rehearsal, recording and performance venues, including lavatories and, where practicable, wash basins with hot and cold water, rest rooms and lockers for the safe keeping of instruments.

29. OCCUPATIONAL SAFETY & HEALTH

- 29.1.** The Company recognises that it has an obligation under the *Occupational Safety & Health Act 1984* (OSH Act) and *Occupational Safety & Health Regulations 1996* (OSH Regulations) to ensure, as far as reasonably practicable, that workers are not exposed to hazards arising from WASO's operations.
- 29.2.** The Company recognises that it must comply with the OSH Act, OSH Regulations and relevant Codes of Practice to ensure that work health and safety risks associated with WASO

undertakings are either eliminated or controlled, as far as is reasonably practicable.

- 29.3.** All workers have a duty to ensure their own safety and health at work and to avoid adversely affecting the safety and health of any other person through any act or omission at work.
- 29.4.** It is an obligation of every member of the organisation to report hazards and incidents. Workers will follow any reasonable instructions or WASO policy to avoid risks to the health and safety of themselves and others at all venues in which WASO operates.
- 29.5.** WASO will develop an OSH Management System to safeguard all of WASO's workers, contractors and visitors against hazards. The system will be subject to continual consultation and review to ensure that it meets the Company's changing operational needs.
- 29.6.** WASO will develop a system within the OSH Management System to monitor noise and protect musicians against exposure to high noise levels in the workplace.
- 29.7.** WASO will provide access to training programs for elected employee OSH representatives. These will be scheduled during business hours and employees will be credited with an appropriate call allocation for their attendance.
- 29.8.** OSH training for all employees will be designed and agreed to in consultation with the OSH Committee, including induction and on-the-job training. Such programs will outline the WASO OSH Policy and Procedures, particular hazards associated with the job, control measures applicable to each hazard, and how to identify and control hazards.

30. PROFESSIONAL DEVELOPMENT

- 30.1.** The parties recognise that the professional knowledge and skills of musicians are vital factors to ensure that WASO is, and continues to be, a successful performing arts company. To this end, the Company and the permanent musicians are committed to the development and maintenance of a culture of continuous improvement, learning and high performance standards through:
 - i. individual performance and development planning aligned with the goals and priorities of their section and WASO more broadly;
 - ii. a formal and informal system of individual feedback and appraisal on a regular basis; and
 - iii. appropriate training in relation to their role and for career development purposes.
- 30.2.** The parties agree to the development and implementation of formal processes and procedures during the term of this Agreement to give effect to the commitments outlined in clause 30.1.
- 30.3.** The Company acknowledges the value and benefit of training and development activities, and will actively encourage such activities.
- 30.4.** The Company will continue to support personal development and training programs for musicians on a case-by-case basis. Such support would ordinarily be by way of providing time off from normal duties with or without pay and/or providing financial assistance to undertake the studies or training.
- 30.5.** In considering the extent of support for a training program, the Company shall take into consideration, the nature and duration of the training to be undertaken, the implications for WASO activities, previous study assistance provided to the musician, any competing requests for assistance, the cost of the assistance sought and any other relevant matters.

31. INFORMAL REGULAR PERFORMANCE FEEDBACK

- 31.1.** WASO is committed to a goal of developing and maintaining the highest possible performance standards for its musicians.
- 31.2.** Where musicians are in supervisory positions (i.e. Section Principal, Associate Principal, Concertmaster) training and support will be provided to ensure that supervision and management is fair and reasonable.
- 31.3.** Section Principals and the Concertmaster have a responsibility to provide regular and clear indications of expected performance standards and individual performance feedback to the musicians of their section. The relevant Section Principal or Concertmaster will be responsible for addressing minor and temporary performance problems in the first instance.
- 31.4.** If a performance issue is more significant and/or does not improve through regular informal feedback the Section Principal will consult with the Human Resources Manager and/or the Executive Manager, Orchestral Management to decide the appropriate course of action. Where the Section Principal or Concertmaster decides a formal course of action is appropriate, the Human Resources Manager will supervise a Formal Performance Feedback Process from that point forward.

32. FORMAL PERFORMANCE FEEDBACK PROCESS

- 32.1.** The Formal Performance Feedback Process is confidential and exists to assist and support a permanent musician to address performance issues through the use of regular feedback sessions and any other appropriate and available support.
- 32.2.** At any time, the musician may have a representative of their choice present while discussions take place.
- 32.3.** The Section Principal and the Human Resources Manager will meet with the musician to identify the areas of concern and outline the Formal Performance Feedback Process verbally and in writing. Areas of work that should be considered when assessing a musician's performance standards include (but are not limited to):
 - pitch;
 - rhythm;
 - tone quality;
 - technical proficiency;
 - ability to read and interpret music quickly and accurately;
 - ability to work professionally and cooperatively with colleagues; and
 - ability to take direction from the Concertmaster, the Section Principal and conductors.
- 32.4.** The musician will be given at least twelve weeks to address the identified performance issues. The musician will be given regular verbal and written feedback by the Section Principal during this period, with the first review being no later than six weeks in to the process. The Human Resources Manager will provide and retain all written feedback and other records throughout this Formal Performance Feedback Process.
- 32.5.** At any point during this period, the Section Principal, after consultation with the Human Resources Manager, may conclude that the performance issues have been addressed, and the Human Resources Manager will inform the musician in writing. This concludes the Formal Performance Feedback Process.
- 32.6.** After the minimum twelve-week Formal Feedback period, if the Section Principal, after consultation with the Human Resources Manager, does not consider that the performance issues have been adequately addressed, the CEO and Executive Manager, Orchestral

Management will be consulted. At this point the CEO may decide to initiate a Preliminary Performance Assessment procedure. Alternatively, Formal Performance Feedback may continue. The Human Resources Manager will advise the musician in writing of the outcome.

33. PERFORMANCE ASSESSMENT

33.1. Definitions and Scope

33.1.1. The Performance Assessment procedure can only commence after completion of a Formal Feedback process.

33.1.2. The Performance Assessment procedure serves to identify:

- i. an unacceptable decline in the playing ability and overall performance standard by a permanent musician over an extended period of time (generally not less than six months) or;
- ii. consistently unacceptable musical or technical contribution in rehearsal and performance of any permanent musician over an extended period of time (generally not less than six months).

33.1.3. This procedure is not used to manage a decline in performance that is due to a temporary medical or environmental condition that prevents the musician from performing the inherent requirements of their job. Such cases of decline should be managed supportively within a Performance Feedback process.

33.1.4. Where loud works are to be rehearsed or performed and certain players use hearing protection, it is recognised that the wearing of such devices may compromise the player's best performance standard. It is also recognised that hearing protection makes playing in tune and with correct attention to balance more difficult, and therefore criticism of a player on these grounds alone during a period when any musician is required to wear hearing protection adequate for the industry, shall not, of itself, provide evidence of an unacceptable decline in playing ability and overall performance.

33.1.5. This procedure is limited to musical performance and excludes behavioral aspects of work performance.

33.1.6. The provisions in this section do not apply to:

- i. a person who is remunerated by fees, allowances or commissions only;
- ii. a person who is employed in an honorary capacity only;
- iii. an employee who is on trial for a position in the Orchestra and whose appointment has not been confirmed;
- iv. a temporary or casual employee, including an employee who is employed under a contract of employment for a fixed term.

33.1.7. Nothing in this procedure affects the Company's right to dismiss a musician without notice for Gross Misconduct.

33.1.8. Nothing in this procedure prevents a musician whom is undergoing Performance Assessment from expressing interest, and being considered for, alternative job vacancies within WASO.

33.1.9. Nothing in this procedure prevents the CEO from granting an ex-gratia payment to a musician who voluntarily resigns or retires from employment during the Performance Assessment process.

33.2. Responsibilities and Rights

- 33.2.1. This procedure must be undertaken in accordance with principles of procedural fairness and confidentiality. Except with the expressed permission of the CEO, no person on the Assessment and/or Review Panels may discuss the process outside of the Panel.
- 33.2.2. The CEO reserves the right to remove a person/s from the Review and/or Assessment Panels where a conflict of interest or breach of confidentiality is apparent. In cases where confidentiality is evidently breached, person/s may be subject to disciplinary action.
- 33.2.3. The musician being assessed has the right to be accompanied by a representative of their choice at any meetings relating to the process.
- 33.2.4. WASO may have a Company witness in attendance at any meeting with the musician relating to the process.
- 33.2.5. The musician being assessed has access throughout the process to confidential counselling via an external and independent provider, as per the Company Employee Assistance Program.
- 33.2.6. In the event of any dispute over the assessment outcomes, the dispute resolution procedures set out in this Agreement will apply.

33.3. Stage 1: Preliminary Performance Assessment

- 33.3.1. Following initiation of the Preliminary Performance Assessment procedure by the CEO, a Review Panel will be formed comprising the:
- CEO;
 - Human Resources Manager
 - Executive Manager Orchestral Management;
 - SOMA Representative; and
 - an Assessment Panel of musicians (comprised of the same personnel as for a Trial Panel for the given instrument, as stipulated in the WASO Appointment Code).
- 33.3.2. The Human Resources Manager will brief all parties of the performance issue/s identified, the relevant considerations and procedural elements, and will provide any necessary documentation.
- 33.3.3. The Assessment Panel of musicians will consciously and confidentially observe the standard of performance of the musician over four weeks and record observations using the feedback forms provided. The completed feedback must be returned to the Human Resources Manager or Executive Manager, Orchestral Management.
- 33.3.4. When all Assessment Panel feedback is collated the entire Review Panel will convene to review the observations of the Assessment Panel and to discuss the performance issue. The CEO may also consult with any specialist consultant/s, musician/s, conductor/s, and bring this advice to the panel for it to consider.
- 33.3.5. At the conclusion of this discussion, each Assessment Panel member shall provide a confidential recommendation to the CEO which indicates either:
- i. there are no significant performance issues, or
 - ii. the performance issue does not warrant a Performance Assessment Procedure and should continue to be managed within the Formal Performance Feedback process; or,
 - iii. the performance issue warrants the commencement of a Performance

Assessment Procedure.

33.3.6. In the event that 66% of the members of the Assessment Panel recommend the commencement of the Performance Assessment Procedure, the CEO will then make the final decision as to whether to initiate the process.

33.3.7. The Human Resources Manager will inform the musician and Review Panel of the outcome and next steps in the process.

33.4. Stage 2: Performance Assessment

33.4.1. The members of the Assessment Panel will continue to observe the musician's standard of performance over a period of six months. During this time the panel will continue to record their observations and will submit feedback forms to the Human Resources Manager or Executive Manager, Orchestral Management.

33.4.2. The Performance Assessment period will contain three Review Panel meetings. Approximately every eight weeks the Review Panel will convene to review feedback and discuss the performance issue. The CEO may also consult with any specialist consultant/s, musician/s, conductor/s, and bring this advice to the panel for it to consider.

33.4.3. Following each meeting of the Review Panel, the CEO may decide that the performance issue is resolved and the Performance Assessment may cease.

33.4.4. Where the CEO determines the performance issue rectified and ceases the Assessment, a musician's future performance may continue to be managed within the Performance Feedback procedure. However, another Preliminary Performance Assessment may not be initiated for the same musician for a period of at least six months from the date the previous Performance Assessment ceased.

33.4.5. The Human Resources Manager will formally notify the musician and Review Panel of the outcome and next steps in the process.

33.4.6. At the final meeting (after a minimum six-month Performance Assessment period) the Review Panel will convene to review feedback and discuss the performance issue. At the conclusion of this discussion, each Assessment Panel member shall provide a confidential recommendation to the CEO as to whether or not the musician displays an inadequate standard in the identified areas of performance (as defined in 33.1.2).

- i. For it to be determined that a musician displays an inadequate performance standard, this must be recommended by at least 66 percent of the Assessment Panel members.
- ii. If it is not determined that a musician displays an inadequate performance standard, another Preliminary Performance Assessment may not be initiated for the same musician for a period of at least 6 months from the date the previous Performance Assessment ceased.

33.4.7. The CEO may make the decision to terminate the employment of the musician only if an inadequate standard in the identified areas of performance (as defined in 33.1.2) is determined by the Assessment Panel. The Human Resources Manager will formally advise the Review Panel of the outcome before holding a meeting with the musician and their Representatives.

33.5. Stage 3: Performance Assessment outcome

33.5.1. Pursuant to clause 33.4.7, when a significant and lasting decline in performance is

determined following the Performance Assessment, the outcome is termination of the musician's employment. The musician will be provided with a detailed outline of the outcome and will be given the opportunity to respond. Details of the final date of employment will be discussed, along with the details of the official communication of the matter throughout WASO.

- 33.5.2. On termination in accordance with 33.5.1 the musician will be entitled to a payment of four weeks' salary for each completed year of service to a maximum of 48 weeks, plus the notice period of 12 weeks in accordance with Clause 6.4.
- 33.5.3. At any time within a Performance Assessment Process the musician may elect to leave the employment of the Company as an outcome of the Performance Assessment Procedure, and this will be kept confidential. In this case the musician will be entitled to payment of salary in lieu of the unexpired balance of the assessment period, in addition to a payment of four weeks' salary for each year of completed service to a maximum of 48 weeks, plus the notice period of 12 weeks, in accordance with Clause 6.4.

34. DISCIPLINARY MATTERS

The following procedures shall apply where a problem of disciplinary nature arises.

- 34.1. The supervisor shall discuss the problem with the musician and following this counselling, depending upon the seriousness of the problem, the supervisor may make a written record of the problem. If the supervisor decides that the matter is to be recorded, the musician shall be given an opportunity to comment on, and sign the record of counselling, and the record shall then be placed on the musician's personnel file.
- 34.2. If there is a recurrence of the same problem, and depending on the seriousness of the problem, the musician shall be counselled by the supervisor and the matter will be recorded and placed on the musician's personnel file with the opportunity for the musician to comment and sign the record. The musician shall be advised that any further incidence of the problem may lead to disciplinary action, including dismissal.
- 34.3. The musician shall have an opportunity to have a colleague present at counselling sessions.
- 34.4. Notwithstanding the foregoing provisions, where there is alleged serious misconduct by a musician, the Company may undertake an investigation and the musician may be suspended with or without pay during the period of the investigation. Investigations into alleged serious misconduct, as well as disciplinary action, may occur irrespective of whether the musician has been counselled previously in relation to the particular issue.
- 34.5. The affected musician will be provided with all reports relating to matters of serious misconduct and be consulted prior to invoking disciplinary action specified in clauses 34.6.iii, iv and v.
- 34.6. Disciplinary action means any of the following.
 - i. Informal counselling
 - ii. Counselling with a written report to the musician's personnel file
 - iii. Transfer of musician to another position
 - iv. Reduction in classification
 - v. Dismissal
 - vi. Written warnings
- 34.7. Disciplinary action specified in clauses 34.6.iii, iv and v shall only be invoked following approval by the CEO.

- 34.8.** Supervisor means “Principal”, “Associate Principal”, “Section Principal”, “Concertmaster”, “Conductor”, “Executive Manager, Orchestral Management” or “Chief Executive Officer”, as the circumstances dictate.

35. ANNUAL LEAVE

- 35.1.** Permanent and contract musicians are entitled to 5 weeks of Annual Leave per full calendar year of service. This is 40 calls of leave taken at 8 calls per week, and accrues on a pro-rata basis.
- 35.2.** Any public holiday occurring during a period of Annual Leave shall be in addition to the week(s) scheduled and shall count as 2 calls.
- 35.3.** Permanent or contract musicians who commence employment partway through a year and have not accrued sufficient leave to cover any period of scheduled Annual Leave shall be granted leave with pay, provided that the musician will be required to refund any amount in arrears upon termination of employment.
- 35.4.** Periods of unpaid leave (including LWOP and Parental Leave) do not accrue Annual Leave and may result in some of the subsequent Annual Leave period being taken as LWOP.
- 35.5.** A minimum continuous period of 4 weeks (Annual Leave plus Public Holidays) will be scheduled in the December / January period. The balance of the 5 weeks of Annual Leave will be scheduled during the ensuing year with the agreement of the MCT, and where possible shall be in one continuous period.
- 35.6.** The mid-year break shall not be considered as Annual Leave.
- 35.7.** With the agreement of the MCT, the Company has the option of splitting the Orchestra into two groups for the December / January period of leave. Wherever possible the Company will endeavour to give players the choice of which group they would prefer.
- 35.8.** Before going on any period of Annual Leave, a musician shall be paid an "Annual Leave loading" for the period of leave at the rate of 17.5% of the ordinary rate of pay subject to the APS annual maximum.
- 35.9.** The Company shall, prior to April 1 each year, notify the musicians of the dates of the forthcoming periods of Annual Leave. These dates may be altered after 1 April with the agreement of the Players' Committee.
- 35.10.** In the event of the employment of a permanent or contract musician being terminated, the musician shall be entitled to receive payment for accrued Annual Leave entitlements.

36. LONG SERVICE LEAVE

- 36.1.** Permanent musicians accrue 13-weeks' long service leave (LSL) after ten years' continuous service with the Company. The accrual rate per year of service thereafter is three tenths (3/10) of a month or nine calendar days. A pro-rata accrual applies for a part year of service.
- 36.2.** LSL will generally be granted for a minimum period of seven calendar days. To assist with planning, LSL will not be granted with less than eight weeks' notice unless there are exceptional circumstances, and then with the agreement of the CEO. All applications for LSL will be responded to within four weeks.
- 36.3.** For LSL purposes, each calendar day equates to 3.42857 hours (24 hours divided by 7 days)
- 36.4.** LSL may be taken at half the normal rate of pay.

- 36.5.** LSL may be taken continuously with other forms of leave but cannot be broken down and interspersed with other forms of leave.
- 36.6.** LSL is available to be utilised at a time mutually convenient to the employee and the Company. The Company will not unreasonably refuse to grant the employee LSL.
- 36.7.** Unutilised LSL shall be paid to the employee on cessation of employment.
- 36.8.** Pro-rata LSL shall be payable to an employee whose employment ceases after seven years' service but before reaching 10 years' service.
- 36.9.** Pro-rata LSL shall be payable to an employee with less than seven years' service in the case of:
- i. age retirement;
 - ii. redundancy; or
 - iii. invalidity retirement
- provided that an employee needs to have served a period of not less than one year to be eligible for a pro-rata entitlement.
- 36.10.** An employee who has been certified as medically unfit during a period of absence on LSL will, upon application, have the relevant period re-credited to his/her LSL balance and the personal leave balance debited accordingly.
- 36.11.** The Company shall recognise prior service in another Company, providing a reciprocal agreement is in place covering the transfer of funds between entities.
- 36.12.** Musicians employed as at 31 December 2006 who have had prior service with another organisation recognised for LSL purposes or who have had eligible service with another organisation prior to that date will continue to have that service recognised.
- Note:** eligible service refers to service recognised under the Commonwealth (Long Service Leave) Act 1976 and regulations made under that Act.
- 36.13.** Prior service shall not count for any purpose where there has been a break in service of more than 12 months.
- 36.14.** LSL does not accrue during periods of leave without pay.
- 36.15.** In the event of the death (or disability) of an employee a payment in recognition of the LSL credit (including pro-rata) may be authorised to the dependents, legal representative or trustees (in the case of disability) upon receipt of a lawful authority, otherwise payment will be made to the estate of the deceased employee.
- 36.16.** Salary on LSL includes higher duties' allowance (HDA) where the employee was on HDA at the commencement of the leave and provided that the Company certifies that the employee would have continued on HDA for a total period (including the period immediately prior to the leave) of not less than twelve months but for the absence on LSL.
- 36.17.** A musician may request to cash out some or all of their LSL entitlement after seven years' service by way of a written agreement between employer and employee.
- 36.18.** Casual and contract musicians are entitled to pro-rata LSL as per the Western Australian Long Service Leave Act 1958. After working for WASO for a continuous period of 10 years, a casual or contract musician's LSL entitlement will be paid out. Beyond that musician's ten-year anniversary date, providing continuity of service is maintained, i.e. no break of more

than 12 months, when the musician is engaged on a casual basis they will receive additional remuneration in the same period for the accrued LSL on hours worked.

- 36.19.** The laws of Western Australia in relation to LSL, shall apply to this Agreement to the extent that they are more beneficial than the terms and conditions contained in clause 36 herein.

37. PERSONAL/ CARER'S LEAVE

Personal / carer's leave refers to:

- i. leave taken due to personal illness or injury (sick leave); or
- ii. leave taken to provide care or support for a member of the employee's immediate family or household who requires care or support due to personal illness or injury, or an unexpected emergency (carer's leave).

- 37.1.** Paid personal / carer's leave will accrue for permanent and contract musicians at the rate of 31 calls on full pay for each year of completed service.
- 37.2.** Musicians undertaking a trial period or short-term contract shall have a pro-rated allocation of personal / carer's leave calls appropriate to the duration of their trial period or contract.
- 37.3.** Casual musicians are not entitled to paid personal / carer's leave, but are entitled to access up to 2 days unpaid carer's leave for each occasion when a member of the musician's family or household requires care or support because of a personal illness, injury, or an unexpected emergency.
- 37.4.** To assist the Company to find a replacement musician, players agree to provide as much notice as possible of their inability to work.
- 37.5.** The calls counted during a period of personal / carer's leave will be the least number of calls that musician would normally have been rostered to work during the period of leave. If a player could have been rostered on either side of a split roster, the lower side should be counted.
- 37.6.** The CEO may grant additional personal / carer's leave to a musician, who during the first five years of service exhausts available credits, to the extent of a year's credit in anticipation of personal / carer's leave next accruing.
- 37.7.** If a musician with more than five years' service has exhausted all personal / carer's leave, the Company may grant additional personal / carer's leave if it considers that such treatment is justified.
- 37.8.** It shall not be necessary for a medical certificate to be produced in respect of personal / carer's leave for absences not exceeding three consecutive days to a total of five days annually. Where the period of absence exceeds three consecutive working days, such period in excess shall be without pay unless supported by a medical certificate.
- 37.9.** If a musician is unable to return to work after all available personal / carer's leave credits are exhausted, the remaining period of leave shall be without pay.
- 37.10.** The maximum period of leave allowable with pay in respect of any continuous period of absence through the employee's illness shall be 52 weeks.
- 37.11.** The retirement of an employee on the ground of invalidity shall not, except with the consent of the employee, be effected prior to a continued period of absence of 52 weeks.
- 37.12.** Where an employee has been absent through illness for 13 weeks continuously, the grant of further leave shall be subject to medical examination by a legally-qualified medical

practitioner selected by or approved by the CEO.

- 37.13.** If the CEO has reason to believe that an employee is in such a state of health as to represent a danger to fellow employees or to the public, they may require the employee to submit to medical examination by a legally-qualified medical practitioner selected by or approved by the CEO. Upon receipt of the medical report, the CEO may direct the employee to remain absent from duties for a specified period or, if already on leave, direct the employee to remain on leave for a specified period, and the absence shall be regarded as sick leave.
- 37.14.** If consequent upon a report by a legally-qualified medical practitioner that, by reason of contact with a person suffering from an infectious disease and through an operation or restriction imposed by law, an employee is unable to attend for duty, the CEO may grant a leave of absence. Any leave of absence so granted shall be regarded as sick leave, but the employee may elect that the whole or any portion thereof shall be deducted from the recreation leave that is due, instead of being regarded as sick leave. A leave of absence under this sub-clause shall not be granted for any period beyond the earliest date at which it would be practicable for the employee to resume duty having regard to the restriction imposed by law.
- 37.15.** Leave shall not be granted with pay on account of illness caused by the misconduct of an employee, or in any case of absence from duty without sufficient cause.
- 37.16.** An employee shall, when required by the CEO to do so, submit to a medical examination by a legally-qualified medical practitioner selected by or approved by the CEO.
- 37.17.** An employee who falls sick while on annual leave and produces satisfactory medical evidence at the time may be granted additional leave equivalent to the period of sickness falling within the scheduled period of annual leave, provided that sick leave for not less than one day is needed. Such an absence will be recorded as sick leave, subject to available credits. Annual leave re-credited under this clause will be taken at a time convenient to the operational requirements of the Company in the ensuing year.
- 37.18.** Health providers whose certificates will be accepted for sick leave purposes includes certificates from non-medical health practitioners under the following conditions:
- i. a certificate issued by an osteopath registered to practice under State legislation for grants of sick leave of up to five days in any sick leave year; and
 - ii. a certificate issued by an acupuncturist, naturopath, herbalist, chiropractor, physiotherapist or homoeopath for grants of sick leave of up to three days in any sick leave year, of which no more than two days will be consecutive.

Provided that the acceptance of the certificates referred to in paragraphs (i) and (ii) above is for sick leave purposes only, and does not provide an authority for the acceptance of these certificates in compensation claims except where specifically provided for by virtue of the Workers' Compensation and Rehabilitation Act 1981.

38. COMPASSIONATE LEAVE

- 38.1.** The Company shall grant a permanent or contract musician paid leave of absence not exceeding 2 days per permissible occasion, without deduction of annual leave or any other leave credits, for the purpose of bereavement or serious illness of a family or household member.
- 38.2.** The Company shall grant a casual musician unpaid leave of absence not exceeding 2 days per permissible occasion for the purpose of bereavement or serious illness of a family or household member.

- 38.3.** On occasions of an immediate family member's death, the Company shall grant up to a further three days bereavement leave for permanent or contract musicians.

39. SPECIAL LEAVE

- 39.1.** The Company shall, upon sufficient cause being shown, grant a permanent or contract musician paid leave of absence, not exceeding five days in any calendar year without deduction from annual leave or any other leave credits. Such leave may be accessed for the purpose of:

- i. the wedding of immediate family members, one day on any occasion;
- ii. moving residence, one day in any year;
- iii. observance of religious holidays, one day on any occasion; or
- iv. ceremonial occasions for indigenous employees up to a maximum of three days in any calendar year.

- 39.2.** Where special circumstances arise and the CEO or an authorised officer considers that the circumstances warrant the grant of additional leave, the CEO may grant a musician leave, with or without pay under such conditions as may be determined.

40. LEAVE WITHOUT PAY

- 40.1.** Approval of applications for leave without pay is to be at the discretion of the Executive Manager, Orchestral Management. In the case of section musicians, the Executive Manager, Orchestral Management will consult with the musician's Section Principal.

- 40.2.** All applications for leave without pay shall be in writing. In the case of a section musician, the application must be signed by that musician's Section Principal.

40.3. Notice of non-attendance

Subject to leave being granted, or reasonable absence due to personal emergencies of an unexpected nature, failure to attend playing and non-playing calls, as rostered, in accordance with the guidelines in this Agreement, will result in the musician's weekly pay being reduced by the relevant amount.

41. UNAUTHORISED ABSENCE

- 41.1.** A musician must notify management, or cause management to be notified, as soon as practicable after becoming aware that they will be unable to attend work through illness or for any other reason. For an absence to be authorised, it must be approved by management. Except in the case of unforeseen medical absences, musicians seeking to be absent for any reason must first seek prior written approval. The following process will be followed by the Company in the event of an unauthorised absence.

- 41.2.** Unauthorised absences for any duration shall be without pay.

- 41.3.** If a musician is on an unauthorised absence over a period of more than seven days, a letter will be sent to the musician's last-known address by certified mail advising that the absence is unauthorised, seeking an explanation for the absence and requesting that immediate contact be made with Orchestral Management.

- 41.4.** If there is no response, or an acceptable reason for the absence is not forthcoming within a further seven days, and the absence continues, a second letter will be sent to the musician by certified mail stating that the absence continues to be unauthorised, and failure to return to duty within a further seven days will result in a termination of the musician's services.

- 41.5.** If a musician does not return to duty as directed, the musician's services will be terminated forthwith, and all outstanding monetary entitlements (if any), which have accumulated to the last day of active service or approved leave, will be paid into the musician's bank account.

42. PARENTAL LEAVE

- 42.1.** Parental leave is available to permanent and contract musicians who have completed 12-months' continuous service immediately preceding the date from which the leave is to begin. The provisions of the Fair Work Act 2009 and the National Employment Standards shall apply to parental leave. Parental leave is only available to employees who have, or will have, responsibility for the care of a child.
- 42.2.** A musician shall, not less than ten weeks prior to any proposed period of parental leave, give the Company notice in writing of the proposed start and finish dates of the leave. The leave may be shortened with the consent of the Company with 14-days written notice.
- 42.3.** Periods of paid leave during parental leave period will count as service for all purposes. Otherwise periods of unpaid parental leave will not count as service for any purpose but do not break an employee's continuity of service.
- 42.4.** In addition to the entitlements outlined below, during periods of parental leave, the primary carer may use any available annual leave and up to five days of their accrued personal / carer's leave.

42.5. Maternity Leave

Employees who have completed 12-months continuous service shall be entitled to a minimum 12 weeks' paid maternity leave (at the individual's ordinary time earnings) in relation to the birth of their child. Paid maternity leave may be taken at half pay over a period of 24 weeks.

Any legislated and Government-funded paid maternity leave entitlements will be in addition to, and will not be offset against, the paid maternity entitlements.

42.6. Unpaid Parental Leave

Each eligible member of an employee couple may take a separate period of up to 12 months of unpaid parental leave. However, if only one person is taking leave, or if one member of an employee couple wishes to take more than 12-months' leave, the employee may request a further period of up to 12 months leave.

By mutual agreement, a musician may work part-time until the second birthday of the child. The musician shall liaise with their Section Principal and the Executive Manager, Orchestral Management, in determining the weeks to be worked. There is no restriction on the total number of weeks that may be taken as leave-without-pay during this period of part-time work. The terms and conditions of the part-time work shall be agreed in writing. Entitlements under this Agreement shall apply pro-rata to musicians who avail themselves of this part-time provision. If necessary, the MCT shall resolve any disputes in this regard.

42.7. Supporting Partner's Leave

Subject to clause 42.1 an eligible musician is entitled to up to one week of paid and one week of unpaid parental leave, commencing from the time of confinement of their partner. Where this means that a musician is not available for some of the following week, alternate forms of leave will be considered. This entitlement will be in addition to any legislated and Government-funded paid partner leave arrangements, such as the Australian Government's Dad and Partner Leave arrangements. Any Government-funded leave can be taken when the musician requires such leave, providing the musician has given the appropriate period of

notice.

42.8. Adoption Leave

A musician shall, on production of appropriate documentation confirming the placement of an adopted child, be entitled to parental leave as outlined in this Agreement.

43. FAMILY AND DOMESTIC VIOLENCE LEAVE

The Company recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work, and is therefore committed to providing support to employees that experience family violence.

- 43.1.** Permanent and contract musicians experiencing family violence will have access to paid leave for:
- i. attending legal proceedings, counselling, appointments with a medical or legal practitioner;
 - ii. relocation or making other safety arrangements;
 - iii. other activities associated with the experience of family violence.
- 43.2.** The paid leave in this clause is to be capped at seven days per annum and does not accrue. The paid leave provided in clause 43.1 is in addition to existing entitlements and may be taken as consecutive or single days, or as a portion of a day.
- 43.3.** Casual employees are entitled to time off work without pay for up to five days per annum for the purposes of family and domestic violence leave.
- 43.4.** If required by the Company, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose set out in clause 43 and such evidence may include a document issued by the Police Service, a Court, a Doctor, District Nurse, family violence support service or lawyer.
- 43.5.** WASO will develop a Company policy in consultation with the MCT that details appropriate action taken in the event that an employee reports family and domestic violence.

44. ATTEND FAIR WORK COMMISSION PROCEEDINGS

- 44.1.** The Company may grant a leave of absence with full pay to any permanent or contract musician who is required to attend FWC proceedings, or who attends as a witness in proceedings under the Fair Work Act 2009.
- 44.2.** Any period during which a musician is absent on leave granted under this clause shall be included for all purposes as part of the period of service, and shall be counted towards the maximum annual call count at a rate of one call for every two-and-one-half hours of attendance at FWC.

45. MUSICIANS CALLED AS WITNESSES IN COURT PROCEEDINGS

- 45.1.** A musician subpoenaed or called as a witness in court proceedings shall promptly notify the Company.
- 45.2.** A musician required as a witness on behalf of the Company shall not be entitled to receive any witness fee but shall be granted leave with pay for the period of necessary absence and, where the musician is required to travel, shall be paid travelling allowance.
- 45.3.** Unless the CEO otherwise determines, a musician subpoenaed or called as a witness in any other circumstances shall be granted leave without pay, and any fees received as a witness may be retained by the musician.

46. MUSICIANS SUMMONED AS JURORS

- 46.1.** A musician summoned as a juror shall promptly notify the Company.
- 46.2.** A musician so summoned shall be granted leave of absence for the period necessary for attendance at the court, and the leave shall be granted with full pay, less any amount received as compensation for the attendance.

47. SALARY & ALLOWANCES

The applicable rates are shown in Appendix B.

47.1. Time of Payment

All monies due to a musician under this Agreement shall be paid each fortnight by 5.00pm on the Friday following the conclusion of the pay period. Payment shall be considered completed once allocated to the musician's designated bank account(s).

47.2. Salary Information Advice

Details of payments to each musician shall be included in a clear form on the payslip, and shall contain the following information.

- Date of payment;
- Period covered by such payment;
- Gross amount of salary and allowances paid;
- Amount of each deduction made and the nature thereof; and
- Net amount of wages and allowances paid.

48. TIME & SALARIES' RECORDS

The Company shall keep a record, from which the following can be readily ascertained.

- Name and classification of each musician;
- Hours worked each day;
- Gross amount of wages and allowances paid;
- Amount of each deduction made and the nature thereof;
- Net amount of wages and allowances paid; and
- Amount of any superannuation payment made by the Company on behalf of the musician to an approved occupational superannuation fund and the fund membership number of the musician.

All records and documentation, or copies thereof, shall be available for inspection in accordance with the relevant provisions of the Fair Work Act 2009.

49. DOUBLING, SUBSTITUTION AND EXTRA INSTRUMENTS

- 49.1.** When in any call a musician is required to play one or more additional instruments or play a substitute part, a payment of 20% of the base Tutti call rate per additional instrument will be made for that call.

For the purpose of doubling, percussion instruments are classified as: tuned, untuned, drum kit and timpani. A doubling payment is payable in the case of a musician performing on any more than one classification in a call.

Trumpet doubling shall be paid by instrument group. A doubling payment is payable in the case of a musician performing on an instrument from more than one group in a call. Trumpet groups are:

Group 1: Trumpet in A, Bb, C;

Group 2: Piccolo Trumpet in F, G, A, Bb, D, Eb;

Group 3: Flugelhorn, Cornet, and Rotary Valve Trumpets in any key.

The following combinations of instruments shall not be considered doubling:

- i. A Clarinet, Bb Clarinet.
- ii. French Horns in any key (except Descant Horn or Wagner Tuba where prescribed by the score).
- iii. Trombones in any key (except Alto Trombone where prescribed by the score).
- iv. Tubas in any key.

- 49.2.** If a permanent or contract musician agrees to play any instrument outside of their job description, the musician is entitled to be paid an extra instrument fee.

An extra instrument fee will be paid at the rate of 20% of the base Tutti call rate.

A musician is entitled to either one doubling fee or one extra instrument fee in any call in which the doubling or extra instrument is performed.

- 49.3.** Where applicable, Higher Duties' allowances shall be paid in addition to doubling, extra instruments, or substitution allowances.

50. HIGHER DUTIES

A musician who performs Higher Duties, (i.e. as a Principal, Section Principal or Associate Principal) shall be paid at that higher classification rate and at their appropriate incremental level for each call worked in the higher classification. Associate Principals and Assistant Principals will only be paid Higher Duties if they assume the responsibilities of Section Principal when the Section Principal is on approved leave, or if the Associate or Assistant Principal leads a project of more than a week's duration.

51. SECTION MUSICIANS

- 51.1.** The positions of Section Clarinet, Section Horn and Section Trumpet will be known as Section Musicians. They will be paid a Tutti salary at their appropriate incremental level, and a loading in recognition that they play single line parts. This loading is defined as 50% of the difference between Level 8 Tutti and Assistant Principal.
- 51.2.** Section Musicians will not receive Higher Duties for Education and Community Engagement activities, and may be rostered to play in EChO in the event that no Principal musician is able to be rostered on. They will not be required to play in Composition Project.
- 51.3.** A Tutti String musician who plays in an orchestral work written entirely with individual parts is entitled to this loading on a per call basis for the relevant calls.

52. SUPERANNUATION

- 52.1.** The Company shall make superannuation contributions, as prescribed by the Superannuation Guarantee Levy (SGL) to the Media Superannuation Fund (Media Super) or its successor for all musicians, or other complying superannuation fund, as nominated by the musician.
- 52.2.** In addition to the SGL minimum contribution, for those ongoing musicians employed as of 31

December 2006, the Company shall make a supplementary contribution to equal the level of total employer superannuation contribution set down in the correspondence to individual employees dated 28 February 2007 from the Company. Employer superannuation contributions in accordance with that correspondence will continue for the duration of the musician's employment with WASO.

- 52.3.** In addition to the SGL minimum contribution, for any ongoing musician engaged on or after 1 January 2007, the Company will contribute a further amount of ordinary time earnings (OTE) to match an equal employee contribution. The employer will only be required to match the employee's contributions up to a maximum employer contribution of 12.5% of OTE. Should the SGL increase beyond 12.5%, the employer will contribute the SGL percentage.
- 52.4.** The Company shall advise a musician at the commencement of employment of superannuation entitlements.
- 52.5.** A musician to whom the provisions of sub-clause 52.1 apply shall complete an appropriate application form which shall be supplied by the Company.
- 52.6.** A musician shall provide to the Company their membership details of Media Super (or its successor) or other nominated fund.
- 52.7.** Employer superannuation contributions will continue during periods of paid leave, and not during periods of unpaid absences unless otherwise provided by this Agreement.
- 52.8.** Employer superannuation contributions shall be made no later than thirty days after the completion of any pay period.

53. WORKERS COMPENSATION

- 53.1.** The provisions of the Workers' Compensation and Rehabilitation Act 1981 (WA) applies, provided that the amount of compensation payable shall be increased by the Company, as appropriate up to the level of the musician's normal weekly earnings. This additional payment by the Company will be known as make-up pay. The musician shall be eligible for up to 45 weeks of make-up pay for each compensable injury.
- 53.2.** A musician injured in the course of travelling to or from work shall, to the extent not covered by the provisions of the Workers' Compensation And Rehabilitation Act 1981, be entitled to have reasonable medical cost arising from the injury met by the Company, and their normal weekly earnings maintained for 45 weeks of payment. The Company may take out insurance to cover these risks.
- 53.3.** The parties agree to monitor the extent of medical costs payable under the Workers' Compensation and Rehabilitation Act 1981.
- 53.4.** The Company will continue to make superannuation contributions when a musician is in receipt of Workers Compensation payments, providing the musician adheres to their return-to-work program, as prescribed by the rehabilitation provider and agreed to by the musician, WASO and the insurer.

54. INSTRUMENT INSURANCE

- 54.1.** The Company will insure against loss or damage for all instruments which may be:
 - i. owned by any permanent or contract musician and used while carrying out his/her duties; or
 - ii. on loan to any permanent or contract player and used while carrying out his/her duties, and

shall apply 24 hours a day, seven days a week with worldwide coverage, provided that the musician has provided full details of the instrument and its valuation to the Company.

- 54.2.** The insurance coverage is worldwide with the exception of a limited number of countries where coverage does not apply. Permanent and contract musicians intending to take their instruments overseas should ascertain through the Company in advance as to whether the insurance coverage applies in the country(s) they are intending to visit.
- 54.3.** The Company shall insure instruments owned by, or on loan to, casual musicians only for periods of rostered duty and tours with the Company.

55. SPECIAL ARRANGEMENTS

- 55.1.** In exceptional circumstances or in circumstances not contemplated by this Agreement and subject to the conditions outlined below, the Company and the musicians may agree to vary the rates and/or conditions that are prescribed by this Agreement.

Any such variation shall take place where all of the following conditions have been met;

- i. Following reasonable consultation, the Players' Committee and the Company shall reach agreement on alternative rates and/or conditions; and
 - ii. Any such variation shall apply only to the specific instance and limited time period for which such agreement has been reached (e.g. a specific touring arrangement or special project) and will not serve as a precedent for future agreements; and
 - iii. The terms of any such variation shall not be less than the current minimum agreed terms and conditions detailed in the Agreement; and
 - iv. The terms of any such agreement shall meet the 'Better Off Overall Test' as outlined in Section 193 of the Fair Work Act 2009 and the National Employment Standards; and
 - v. The terms of any such variation to the conditions of this Agreement are confirmed in writing between the parties
- 55.2.** Any such variation may include provision for a flexibility payment.
- 55.3.** This clause shall not apply to those matters already listed in this Agreement which may be varied by mutual agreement.

56. INDIVIDUAL FLEXIBILITY AGREEMENT

In exceptional circumstances and subject to the conditions outlined below, the WASO musicians and management may agree to vary the conditions that are prescribed by this Agreement.

- 56.1.** Notwithstanding any other provisions in this Agreement, the employer and an individual employee covered by this enterprise agreement may agree to vary the application of certain terms of this enterprise agreement to meet the genuine individual needs of the employer and the individual employee. The employer and the individual employee may agree to vary a combination of leave and rostering to assist a musician in circumstances involving the following.
- a. Personal or family need. This may include the birth of a child to an employee's spouse or de facto partner, or any other family issues.
 - b. Professional Development
- 56.2.** The employer must ensure that the terms of the individual flexibility arrangement:
- a. are concerning permitted matters under section 172 of the Fair Work Act 2009; and
 - b. are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - c. result in the employee being better off overall than the employee would be if no

arrangement was made.

- 56.3.** The employer must ensure that the individual flexibility arrangement:
- a. is in writing; and
 - b. includes the name of the employer and employee; and
 - c. is signed by the employer and employee, and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d. includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement;
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e. states the day on which the arrangement commences.
- 56.4.** The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 56.5.** The employer or employee may terminate the individual flexibility arrangement:
- a. by giving no more than 28 days written notice to the other party to the arrangement; or
 - b. if the employer and employee agree in writing — at any time.

57. WORK UNDERTAKEN FOR OTHER PARTIES

Permanent or contract musicians undertaking work personally or for a party other than the Company shall not use, nor allow to be used on their behalf, the names "West Australian Symphony Orchestra" or "WASO", in any way, or in any form, in advertising or promoting such an activity, without the written authority of the CEO. Such a restriction does not apply to biographical details used to obtain such work or for distribution at the performance or activity.

58. REDUNDANCY

- 58.1.** If the Company no longer requires a specific job to be performed by anyone, the job becomes redundant and the employee may be retrenched.
- 58.2.** The Company shall hold discussions with the Player's Committee, affected musician/s and the Union prior to the redundancy being effected. These discussions shall cover the reasons for the proposed termination/s, measures to avoid or minimise termination/s and measures to mitigate any adverse effects on the musician(s) concerned. The Company must inform the affected musician that they have the opportunity to have a union or other representative present at any meeting involving that musician.
- 58.3.** The Company shall, as soon as practicable, provide in writing to the affected musician/s and their representatives all relevant information about the proposed termination/s including:
- i. the number of positions and categories affected;
 - ii. the number of musicians usually employed; and
 - iii. the period over which the termination/s are likely to be carried out.

Provided that the Company shall not be required to disclose confidential information, the disclosure of which would be inimical to the Company's interests.

- 58.4.** Normal periods of notice of termination will apply to any redundancy. With mutual agreement

between the employee and the Company, payment in lieu may be made for some or all of the notice period.

- 58.5.** In addition to any payment in lieu of the normal termination notice period and any other accrued entitlements, a permanent musician, whose position has been declared redundant, will receive a severance benefit of four weeks' salary for each of the first five years of service, followed by three weeks' salary for each completed year thereafter, with pro-rata calculation to the nearest month. The minimum severance payment is 12 weeks' salary and the maximum severance payment is 77 weeks' salary.
- 58.6.** An employee who has been informed that redundancy will be effected shall be entitled to paid leave of up to 10 calls (consecutive or otherwise) for the purpose of being interviewed for further employment.
- 58.7.** A musician whose employment has been terminated due to redundancy may choose to cease working during the notice period and if mutual agreement is not reached shall not be entitled to payment in lieu of notice for that time.

59. ORCHESTRA MEETINGS

The Company will facilitate the holding of Orchestra meetings for the purpose of communication, representation and enabling consultation with all musicians on matters pertaining to this Agreement and working conditions and arrangements as required in order to promote a harmonious and constructive working environment.

60. THE FUTURE OF THE WASO

- 60.1.** The parties undertake during the life of this Agreement to identify and examine the ramifications for the Company of the employment conditions offered by other Australian Orchestras.
- 60.2.** The parties undertake during the life of this Agreement to develop measures and strategies which will achieve appropriate improvements in terms and conditions that will contribute in a major way to improve the present artistic standards of WASO, while also aiming to attract players of the highest quality.

61. CONSULTATION ON MAJOR WORKPLACE CHANGE

61.1. Consultation with Players Committee on proposal of major workplace change

Where the Company is proposing to make 'major workplace changes' that are likely to have a significant effect on musicians, the Company shall notify the Players' Committee and the Union. Major workplace changes are changes which would have a significant effect on the way work is undertaken by musicians. Examples of major workplace change include:

- i. change to the composition, operation or size of the orchestra or to the skills required of musicians;
- ii. changes to the legal or operational structure of the employer or business;
- iii. alteration to working hours;
- iv. the requirement to retrain employees;
- v. the requirement to relocate employees to another workplace;
- vi. job restructuring;
- vii. elimination or diminution of job opportunities, or job security (including opportunities for promotion or tenure); or
- viii. termination of the employment of employee/s, including redundancies.

Notification to the Players' Committee and Union shall be in writing and provide all relevant information about the changes, including:

- i. nature of the changes proposed;
- ii. reasons for the proposed changes;
- iii. financial and artistic justification for the proposed changes; and
- iv. any expected changes to either the terms and conditions of employment or working conditions.

In the event that proposed changes would result in the termination of employment, notification will also include measures undertaken to avoid or minimise the termination of employment.

In order to avert or mitigate any adverse effects from proposed changes, the company shall commence a consultation process with the Players' Committee and the Union as soon as practicable after notification has occurred.

The consultation process will provide all parties with adequate opportunity to express their views and concerns, and those of the players' combined, that affect the interests of employees and the organisation. Where applicable, such consultation will include issues of redeployment and retraining and whether or not redeployment can be effected. To ensure the consultation process is mutually beneficial, all parties agree to act in good faith and will give prompt and genuine consideration to all matters raised. Throughout the consultation process the parties will abide by the status quo that existed immediately the parties were engaged in consultation.

'Good faith' includes obligations to meet and disclose relevant information, genuinely consider and respond to proposals, and to refrain from unfair conduct that undermines the consultation.

61.2. Consultation with musicians following a decision to implement major workplace change

If the Company makes a decision to implement a proposed change following consultation with the Players Committee and the Union, as set out in clause 61.1, the Company must notify the relevant musicians who may be affected by the impending change.

As soon as practicable after making a decision to implement major workplace change, the Company must discuss the following matters with the affected musician(s).

- i. The introduction of the change;
- ii. The effect the change is likely to have on the musician(s); and
- iii. Measures the Company is taking to avert or mitigate the adverse effect of the change on the musicians.

For the purposes of the discussion the Company will provide the musician(s) with all relevant information pertaining to the change in writing, including:

- i. the nature of the proposed change;
- ii. the expected effects of the change on employees; and
- iii. any other matters likely to affect the employees.

61.3. Consultation with musicians about changes to rosters and hours of work

Where the Company proposes changes to the musicians' roster or ordinary hours of work, following consultation with the Players Committee and the Union, as set out in clause 61.1, the Company will:

- i. provide information about the change; and
- ii. invite musicians to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- iii. consider any views given by the employees about the impact of the change.

Provided that the terms and conditions as otherwise set out in this Agreement will continue to regulate the ordinary hours of work and roster changes.

62. CAREER TRANSITION PROGRAM

This program is available to assist musicians who are looking or needing to transition out of the orchestra due to an age or injury/disability issue, whilst also supporting those wanting to leave the orchestra due to a genuine desire to pursue another career path. The terms of the program will be tailored to each musician's circumstances and will be agreed on a case-by-case basis.

63. SALARY PACKAGING

A salary packaging facility will be available to permanent and contract musicians in accordance with the Company's arrangement.

64. EMPLOYEE ASSISTANCE PROGRAM

The Company shall provide a professional and confidential employee assistance program, including up to six free counselling sessions for employees and their immediate family, to assist with personal or work-related problems.

65. RECORDINGS, BROADCASTS AND STREAMING

The parties acknowledge that digital content (audio and/or video) plays a vital role in supporting the West Australian Symphony Orchestra to achieve its mission and to reach audiences across Western Australia. It is also integral in enhancing the profile and reputation of the Company.

The Company acknowledges the statutory rights of musicians to agree to any recording of their performance and their moral rights in their recorded performance.

Recordings will be used to promote the West Australian Symphony Orchestra but will not be used in a manner that is prejudicial to the integrity of the performers; or is likely to harm the reputation of the performers or the Company; or infringe on the performers right of attribution.

The musicians acknowledge that recordings may be made at any time.

ARCHIVAL RECORDINGS

65.1. The Company may record or allow to be recorded any performance or rehearsal for archival or reference purposes upon the following conditions:

- i. In the instance of the recording being made for or by an external party, there is agreement in writing with the external party that such a recording will not be used for a purpose other than for archival or for personal study and will not be made public without express agreement from the Management Consultative Team.
- ii. The use of archival recordings for any other purpose will be subject to agreement from the Management Consultative Team.
- iii. The recording will not be used to assess the artistic standard of any musician.

BROADCASTS

- 65.2.** Live or delayed broadcasts of WASO performances by the ABC within Australia shall occur without the need for a separate agreement or for additional payment to the musicians involved. Any alteration of the Service Level Agreement between WASO and the ABC with respect to live or delayed broadcasts shall be done in consultation with the Management Consultative Team.
- 65.3.** The distribution of WASO content on a non-commercial basis through audio-on-demand or video-on-demand services shall occur without the need for a separate agreement or for additional payment to the musicians involved.
- 65.4.** Broadcasts by media outlets other than the ABC will be discussed with the Management Consultative Team.

COMMERCIAL RECORDINGS

- 65.5.** Commercial Recordings made by the West Australian Symphony Orchestra or by an external party will be subject to a written agreement between the Company and the external party prior to the recording taking place.
- 65.6.** The terms and conditions related to the internal apportionment of financial benefits from Commercial Recordings will be subject to prior agreement between the Company and the WASO Players' Committee, acting on behalf of the musicians, and will consider costs associated with making the recording and the financial position of the Company.
- 65.7.** Terms may include a share of a Buyout fee payable to all musicians engaged by WASO for all or part of the Commercial Recording in lieu of any share of Royalties or Residuals.
- 65.8.** Except in the case of a Buyout, any agreed royalty or residual payments derived from Commercial Recordings will be shared equally between the Company (50%) and all permanent musicians (50%) after related production costs have been recouped by the Company.
- 65.9.** The Company shall regularly report any income received to the Players' Committee and all income shall be accounted using the date of December 31 in any year as the cut-off point for calculations. Any Royalty or Residual payments shall be distributed to the permanent musicians on a yearly basis at the conclusion of the calendar year. If the amount to be distributed is less than \$20 per person, the distribution amount will be credited to the Players' Association.

PROMOTION VIA MEDIA and SOCIAL MEDIA

- 65.10.** Digital recordings of the West Australian Symphony Orchestra made by media outlets (news features or documentaries for example) or by the West Australian Symphony Orchestra for its own purposes (including social media) are permitted on the basis that the Company ensures that:
- i. The performance and recorded audio/video is of appropriate quality to properly represent the West Australian Symphony Orchestra.
 - ii. The recording is not used to promote any product or organisation other than the West Australian Symphony Orchestra without the agreement of the Management Consultative Team.

OTHER RECORDINGS

65.11. Additional use of WASO recorded performances for purposes not specified in this Musicians' Agreement will be subject to a written agreement between the parties. This includes but is not limited to:

- i. Use in commercial advertising or the promotion of a third party
- ii. Use in public performances or for rehearsal purposes (e.g. ballet or theatre productions)

Signed for and on behalf of West Australian Symphony Orchestra Pty Ltd


----- Date: 21/10/20

Paul Shannon
Chief Executive Officer

445 Hay Street, PERTH WA

Signed for and on behalf of the Media Entertainment & Arts Alliance


----- Date: 21/10/20

Rachael Kirk
West Australian Symphony Orchestra Players' Association President.

445 Hay Street, PERTH WA


----- Date: 21/10/20

Paul Murphy
Chief Executive Officer

245 Chalmers Street, REDFERN NSW

APPENDIX A - MUSICIANS' JOB DESCRIPTIONS



West Australian
Symphony Orchestra

POSITION DESCRIPTION

POSITION:	Tutti String Musician
DEPARTMENT:	Orchestra
AGREEMENT:	WASO Musicians' Agreement 2020-2021
CLASSIFICATION:	Tutti Musician (Level 1 - 8)
UNDERLYING AWARD:	Live Performance Award

1. PURPOSE OF POSITION

Perform as a musician of the West Australian Symphony Orchestra, engage and inspire Western Australians through musical experiences, and be an ambassador for music in the community.

2. KEY RELATIONSHIPS	
REPORTS TO	<ul style="list-style-type: none">• Relevant Section Principal or Concertmaster – artistic performance• Executive Manager Orchestral Management
KEY WORKING RELATIONSHIPS	<ul style="list-style-type: none">• All WASO musicians• Conductor• Orchestral Management• Other departments as required

3. KEY RESPONSIBILITIES:

Musical Duties

- Play at a professional level on the instrument for which the musician was auditioned / engaged
- Uphold a professional standard and approach in preparation for rehearsals and performances
- Rehearse and perform relevant parts as required
- Participate in scheduled activities as required, including Education & Community Engagement small ensemble activities
- Undertake Higher Duties subject to agreement
- Play in their section in any seat indicated by the Principals or rosterers, but only on the first desk subject to agreement to undertake Higher Duties.
- Follow the performance directions of the Section Principal, Concertmaster, and Conductor
- Mark parts and convey all relevant information consistent with Section Principal's instructions, in a concise and timely manner
- Participate in auditions, trial assessments, consultative, orchestral, artistic, and section meetings as required

Other Duties

- Participate in scheduled publicity and promotional activities

- Participate in training and professional development activities
- Act as an ambassador for WASO and advocate for orchestral music within the community
- Provide encouragement, performance feedback, advice and support for community and developing musicians
- Demonstrate the WASO Values and adhere to Company policies
- Conduct oneself in a professional manner at all times, in accordance with the WASO Code of Conduct, as outlined in the WASO Employee Handbook

Health and Safety

- Ensure the health, safety and welfare of all employees, customers and visitors, as outlined in the WASO Employee Handbook

4. CORE COMPETENCIES:

Skills

- Professional standard in instrumental performance
- Good interpersonal communication skills
- High levels of proficiency as per the WASO Appointment Code

Knowledge

- Appropriate musical training and / or professional performing experience



POSITION:	Section Musician
DEPARTMENT:	Orchestra
AGREEMENT:	WASO Musicians' Agreement 2020-2021
CLASSIFICATION:	Tutti Musician (Level 1 - 8) plus Section Musician loading
UNDERLYING AWARD:	Live Performance Award

1. PURPOSE OF POSITION

Perform as a musician of the West Australian Symphony Orchestra, engage and inspire Western Australians through musical experiences, and be an ambassador for music in the community.

2. KEY RELATIONSHIPS	
REPORTS TO	<ul style="list-style-type: none"> • Relevant Section Principal or Concertmaster – artistic performance • Executive Manager Orchestral Management
KEY WORKING RELATIONSHIPS	<ul style="list-style-type: none"> • All WASO musicians • Conductor • Orchestral Management • Other departments as required

3. KEY RESPONSIBILITIES:

Musical Duties

- Play at a professional level on the instrument for which the musician was auditioned / engaged
- Uphold a professional standard and approach in preparation for rehearsals and performances
- Rehearse and perform relevant parts as required
- Participate in scheduled activities as required, including Education & Community Engagement small ensemble activities
- Undertake Higher Duties subject to agreement
- Follow the performance directions of the Section Principal, Concertmaster, and Conductor
- Mark parts and convey all relevant information consistent with Section Principal's instructions, in a concise and timely manner
- Participate in auditions, trial assessments, consultative, orchestral, artistic, and section meetings as required

Other Duties

- Participate in scheduled publicity and promotional activities
- Participate in training and professional development activities
- Act as an ambassador for WASO and advocate for orchestral music within the community
- Provide encouragement, performance feedback, advice and support for community and developing musicians
- Demonstrate the WASO Values and adhere to Company policies

- Conduct oneself in a professional manner at all times, in accordance with the WASO Code of Conduct, as outlined in the WASO Employee Handbook

Health and Safety

- Ensure the health, safety and welfare of all employees, customers and visitors, as outlined in the WASO Employee Handbook

4. CORE COMPETENCIES:

Skills

- Professional standard in instrumental performance
- Good interpersonal communication skills
- High levels of proficiency as per the WASO Appointment Code

Knowledge

- Appropriate musical training and / or professional performing experience



POSITION:	Assistant Principal Strings
DEPARTMENT:	Orchestra
AGREEMENT:	WASO Musicians' Agreement 2020-2021
CLASSIFICATION:	Assistant Principal Musician
UNDERLYING AWARD:	Live Performance Award

1. PURPOSE OF POSITION

Perform as a musician of the West Australian Symphony Orchestra, engage and inspire Western Australians through musical experiences, and be an ambassador for music in the community.

2. KEY RELATIONSHIPS	
REPORTS TO	<ul style="list-style-type: none"> • Relevant Section Principal or Concertmaster – artistic performance • Executive Manager Orchestral Management
KEY WORKING RELATIONSHIPS	<ul style="list-style-type: none"> • All WASO musicians • Conductor • Orchestral Management • Other departments as required

3. KEY RESPONSIBILITIES:

Musical Duties

- Play at a professional level on the instrument for which the musician was auditioned / engaged
- Uphold a professional standard and approach in preparation for rehearsals and performances
- Rehearse and perform relevant parts as required
- Participate in scheduled activities as required, including Education & Community Engagement small ensemble activities
- Lead the section or play on the 1st desk where required
- Play in any position of their relevant section as required
- Act as Section Principal or Associate Principal, as required
- Support the Section Principal in their responsibilities for the overall performance standard of the section
- Follow the performance directions of the Section Principal, Concertmaster, and Conductor
- Mark parts and convey all relevant information consistent with Section Principal's instructions, in a concise and timely manner
- Participate in auditions, trial assessments, consultative, orchestral, artistic, and section meetings as required

Other Duties

- Participate in scheduled publicity and promotional activities
- Participate in training and professional development activities

- Act as an ambassador for WASO and advocate for orchestral music within the community
- Provide encouragement, performance feedback, advice and support for community and developing musicians
- Demonstrate the WASO Values and adhere to Company policies
- Conduct oneself in a professional manner at all times, in accordance with the WASO Code of Conduct, as outlined in the WASO Employee Handbook

Health and Safety

- Ensure the health, safety and welfare of all employees, customers and visitors, as outlined in the WASO Employee Handbook

4. CORE COMPETENCIES:

Skills

- Professional standard in instrumental performance
- Good interpersonal communication skills
- Good organisational skills
- Leadership skills
- High levels of proficiency as per the WASO Appointment Code

Knowledge

- Appropriate musical training and / or professional performing experience



POSITION DESCRIPTION

POSITION:	Associate Principal Musician
DEPARTMENT:	Orchestra
AGREEMENT:	WASO Musicians' Agreement 2020-2021
CLASSIFICATION:	Associate Principal Musician (Principal/Assoc Principal Level 1 – 3)
UNDERLYING AWARD:	Live Performance Award

1. PURPOSE OF POSITION

Perform as a musician of the West Australian Symphony Orchestra, engage and inspire Western Australians through musical experiences, and be an ambassador for music in the community.

2. KEY RELATIONSHIPS	
REPORTS TO	<ul style="list-style-type: none"> • Relevant Section Principal or Concertmaster – artistic performance • Executive Manager Orchestral Management
KEY WORKING RELATIONSHIPS	<ul style="list-style-type: none"> • All WASO musicians • Conductor • Orchestral Management • Other departments as required

3. KEY RESPONSIBILITIES:

Musical Duties

- Play at a professional level on the instrument for which the musician was auditioned / engaged
- Uphold a professional standard and approach in preparation for rehearsals and performances
- Rehearse and perform relevant parts as required
- Participate in scheduled activities as required, including Education & Community Engagement small ensemble activities
- Lead the section where required
- Act as Section Principal as required
- Assist the Section Principal in managing the section including input into the engagement of casuals, and the distribution of parts
- Share the responsibility with the Section Principal for the overall performance standard of the section
- Follow the performance directions of the Section Principal, Concertmaster and Conductor
- Mark parts and convey all relevant information consistent with Section Principal's instructions, in a concise and timely manner
- Participate in auditions, trial assessments, consultative, orchestral, artistic, and section meetings as required

Other Duties

- Participate in scheduled publicity and promotional activities

- Participate in training and professional development activities
- Act as an ambassador for WASO and advocate for orchestral music within the community
- Provide encouragement, performance feedback, advice and support for community and developing musicians
- Demonstrate the WASO Values and adhere to Company policies
- Conduct oneself in a professional manner at all times, in accordance with the WASO Code of Conduct, as outlined in the WASO Employee Handbook

Health and Safety

- Ensure the health, safety and welfare of all employees, customers and visitors, as outlined in the WASO Employee Handbook

4. CORE COMPETENCIES:

Skills

- Professional standard in instrumental performance
- Good interpersonal communication skills
- Good organisational skills
- Leadership skills
- High levels of proficiency as per the WASO Appointment Code

Knowledge

- Appropriate musical training and / or professional performing experience

5. POSITION-SPECIFIC DUTIES:

Associate Principal Strings

- Play in any position in the section as required

Associate Principal Woodwind or Brass

- Play in any position in the section provided they have the recognised level of proficiency playing those instruments

Associate Principal Percussion / Timpani

- Play all instruments in the Percussion family
- Play drum kit provided they have a recognised level of proficiency to play the parts
- Perform on Timpani in cases of unexpected absences and provide respite to the Principal Timpani where required
- When not required to play Principal Timpani, play Section Percussion or 2nd Timpani as required



POSITION:	Principal Musician
DEPARTMENT:	Orchestra
AGREEMENT:	WASO Musicians' Agreement 2020-2021
CLASSIFICATION:	Principal Musician (Principal/Assoc Principal Level 1 – 3)
UNDERLYING AWARD:	Live Performance Award

1. PURPOSE OF POSITION

Perform as a musician of the West Australian Symphony Orchestra, engage and inspire Western Australians through musical experiences, and be an ambassador for music in the community.

2. KEY RELATIONSHIPS	
REPORTS TO	<ul style="list-style-type: none"> • Relevant Section Principal or Concertmaster – artistic performance • Executive Manager Orchestral Management
KEY WORKING RELATIONSHIPS	<ul style="list-style-type: none"> • All WASO musicians • Conductor • Orchestral Management • Other departments as required

3. KEY RESPONSIBILITIES:

Musical Duties

- Play at a professional level on the instrument for which the musician was auditioned / engaged
- Uphold a professional standard and approach in preparation for rehearsals and performances
- Rehearse and perform relevant parts as required
- Participate in scheduled activities as required, including Education & Community Engagement small ensemble activities
- Play in any position of their relevant section as required provided they have a recognised level of proficiency to play the parts
- Lead the section where required
- Act as Section Principal if required
- Share the responsibility with the Section Principal for the overall performance standard of the section
- Follow the performance directions of the Section Principal, Concertmaster and Conductor
- Mark parts and convey all relevant information consistent with Section Principal's instructions, in a concise and timely manner
- Participate in auditions, trial assessments, consultative, orchestral, artistic, and section meetings as required

Other Duties

- Participate in scheduled publicity and promotional activities
- Participate in training and professional development activities
- Act as an ambassador for WASO and advocate for orchestral music within the community
- Provide encouragement, performance feedback, advice and support for community and developing musicians
- Demonstrate the WASO Values and adhere to Company policies
- Conduct oneself in a professional manner at all times, in accordance with the WASO Code of Conduct, as outlined in the WASO Employee Handbook

Health and Safety

- Ensure the health, safety and welfare of all employees, customers and visitors, as outlined in the WASO Employee Handbook

4. CORE COMPETENCIES:

Skills

- Professional standard in instrumental performance
- Good interpersonal communication skills
- Good organisational skills
- Leadership skills
- High levels of proficiency as per the WASO Appointment Code

Knowledge

- Appropriate musical training and / or professional performing experience

5. POSITION-SPECIFIC DUTIES:

Principal 1st Violin

- Play in any position of the 1st Violins as required
- Lead the orchestra in the absence of a Concertmaster, Associate Concertmaster and Assistant Concertmaster
- Cover major solo parts in anticipation of unexpected absences.
- Follows the performance directions of the Concertmaster and Conductor
- Support the Concertmaster, Associate and Assistant Concertmasters in their responsibilities for the overall performance standard of their section.

Principal Bass Trombone

- Play parts for contrabass trombone and cimbasso as required

Principal Tuba

- Play parts for ophecleide and cimbasso as required

Principal Harp

- Take responsibility for the overall performance standard of contract or casual harpists
- Oversee the distribution of parts and rostering of additional players as required
- Maintain the strings on instruments owned by the Company and communicate to management any problems arising with the instruments

Principal Timpani

- Take responsibility for the overall performance standard of contract or casual timpanists
- Consult with the Section Principal Percussion on distribution of parts and rostering of additional players as required
- Maintain the heads on instruments owned by the Company, and communicate to management any problems arising with the instruments



POSITION:	Section Principal Musician
DEPARTMENT:	Orchestra
AGREEMENT:	WASO Musicians' Agreement 2020-2021
CLASSIFICATION:	Section Principal Musician (Section Principal Level 1 – 2)
UNDERLYING AWARD:	Live Performance Award

1. PURPOSE OF POSITION

Perform as a musician of the West Australian Symphony Orchestra, engage and inspire Western Australians through musical experiences, and be an ambassador for music in the community.

2. KEY RELATIONSHIPS	
REPORTS TO	<ul style="list-style-type: none"> • Concertmaster – artistic performance • Executive Manager Orchestral Management
KEY WORKING RELATIONSHIPS	<ul style="list-style-type: none"> • All WASO musicians • Conductor • Orchestral Management • Other departments as required

3. KEY RESPONSIBILITIES:

Musical Duties

- Play at a professional level on the instrument for which the musician was auditioned / engaged
- Uphold a professional standard and approach in preparation for rehearsals and performances
- Rehearse and perform relevant parts as required
- Participate in scheduled activities as required, including Education & Community Engagement small ensemble activities
- Play 1st chair or in any position of the relevant section as required
- Lead and direct the section
- Follow the performance directions of the Concertmaster and Conductor
- Take responsibility for the overall performance standard and general management of the section
- Take responsibility for the fair and equitable rostering and seating of their section
- Consult with the Associate Principal in managing the section including the engagement of casuals, rostering of the section, and the distribution of parts
- Consult with the Associate Principal and provide relevant feedback to the section on a regular basis
- Convey all relevant information consistent with Concertmaster and/or Conductor's instructions in a concise and timely manner
- Select suitable audition material and attend auditions as per the WASO Appointment Code
- Participate in trial assessments, consultative, orchestral, artistic, and section meetings as required
- Consult with Orchestral Management as required

Other Duties

- Participate in scheduled publicity and promotional activities
- Participate in training and professional development activities
- Act as an ambassador for WASO and advocate for orchestral music within the community
- Provide encouragement, performance feedback, advice and support for community and developing musicians
- Demonstrate the WASO Values and adhere to Company policies
- Conduct oneself in a professional manner at all times, in accordance with the WASO Code of Conduct, as outlined in the WASO Employee Handbook

Health and Safety

- Ensure the health, safety and welfare of all employees, customers and visitors, as outlined in the WASO Employee Handbook

4. CORE COMPETENCIES:

Skills

- Professional standard in instrumental performance
- Good interpersonal communication skills
- Good organisational skills
- Leadership skills
- High levels of proficiency as per the WASO Appointment Code

Knowledge

- Appropriate musical training and / or professional performing experience

5. POSITION-SPECIFIC DUTIES:

Section Principal Strings

- Share the responsibility with other String Principals for the overall performance standard of the Strings
- Be responsible for the bowings for their section, referring to the Concertmaster's part.

Section Principal Woodwind and Brass

- Share the responsibility with other Section Principals for the overall performance standard of the Woodwinds or Brass as appropriate

Section Principal Percussion

- Play all instruments in the Percussion family
- Play drum kit provided they have a recognised level of proficiency to play the parts

- Take responsibility for the distribution of parts and rostering of the section, in consultation with the Associate Principal
- Maintain the instruments owned by the Company, and communicate to management any problems arising with the instruments

POSITION:	Associate and Assistant Concertmaster
DEPARTMENT:	Orchestra
AGREEMENT:	WASO Musicians' Agreement 2020-2021
CLASSIFICATION:	Associate or Assistant Concertmaster
UNDERLYING AWARD:	Live Performance Award

1. PURPOSE OF POSITION

Perform as a musician of the West Australian Symphony Orchestra, engage and inspire Western Australians through musical experiences, and be an ambassador for music in the community.

2. KEY RELATIONSHIPS	
REPORTS TO	<ul style="list-style-type: none"> • Concertmaster – artistic performance • Executive Manager Orchestral Management
KEY WORKING RELATIONSHIPS	<ul style="list-style-type: none"> • All WASO musicians • Conductor • Orchestral Management • Other departments as required

3. KEY RESPONSIBILITIES:

Musical Duties

- Play the violin at a high professional level
- Uphold a professional standard and approach in preparation for rehearsals and performances
- Participate in scheduled activities as required, including Education & Community Engagement small ensemble activities
- Act as Concertmaster when required
- Lead the orchestra and play solo parts as required
- Play in any position in the 1st violins as required
- Tune the orchestra when required
- Cover major solo parts in anticipation of unexpected absences
- Follow the performance directions of the Concertmaster and Conductor
- Share the responsibility with the other Concertmasters for the overall performance standard of the orchestra and the 1st Violin section and provide relevant feedback to the section on a regular basis
- Assist the other Concertmasters in managing the section, including the engagement of casuals, rostering of the section, and the distribution of parts
- Convey all relevant information consistent with Concertmaster and/or Conductor's instructions in a concise and timely manner
- Participate in trial assessments, consultative, orchestral, artistic, and section meetings as required
- Consult with Orchestral Management as required

Other Duties

- Participate in scheduled publicity and promotional activities
- Participate in training and professional development activities
- Act as an ambassador for WASO and advocate for orchestral music within the community
- Provide encouragement, performance feedback, advice and support for community and developing musicians
- Demonstrate the WASO Values and adhere to Company policies
- Conduct oneself in a professional manner at all times, in accordance with the WASO Code of Conduct, as outlined in the WASO Employee Handbook

Health and Safety

- Ensure the health, safety and welfare of all employees, customers and visitors, as outlined in the WASO Employee Handbook

4. CORE COMPETENCIES:

Skills

- Exceptional professional standard in instrumental performance
- Highly developed interpersonal communication skills
- Good organisational skills
- Highly developed leadership skills
- High levels of proficiency as per the WASO Appointment Code

Knowledge

- Appropriate musical training and / or professional performing experience



POSITION:	Concertmaster
DEPARTMENT:	Orchestra
AGREEMENT:	N/A
CLASSIFICATION:	Concertmaster
UNDERLYING AWARD:	N/A

1. PURPOSE OF POSITION

Perform as a musician of the West Australian Symphony Orchestra, engage and inspire Western Australians through musical experiences, and be an ambassador for music in the community.

2. KEY RELATIONSHIPS	
REPORTS TO	<ul style="list-style-type: none"> • CEO
KEY WORKING RELATIONSHIPS	<ul style="list-style-type: none"> • All WASO musicians • Conductor • Orchestral Management • Other departments as required

3. KEY RESPONSIBILITIES:

Musical Duties

- Play the violin at a high professional level
- Uphold a professional standard and approach in preparation for rehearsals and performances
- Lead the orchestra and play solo parts as required
- Participate in scheduled activities as required, including Education & Community Engagement small ensemble activities
- Consult with Conductor on musical and artistic matters
- Take responsibility for tuning the orchestra
- Take responsibility for general orchestral discipline
- Prepare bowings for the 1st Violins and liaise with other string Section Principals for appropriate bowings
- Take responsibility for the overall performance standard of the 1st Violin section and the orchestra and provide relevant feedback on a regular basis
- Consult with the Associate and Assistant Concertmasters in managing the section, including the engagement of casuals, rostering of the section, and the distribution of parts
- Select suitable audition material and attend auditions as per the WASO Appointment Code
- Participate in trial assessments, consultative, orchestral, artistic, and section meetings as required
- Consult with Orchestral Management as required

Other Duties

- Participate in scheduled publicity and promotional activities
- Participate in training and professional development activities

- Act as an ambassador for WASO and advocate for orchestral music within the community
- Provide encouragement, performance feedback, advice and support for community and developing musicians
- Demonstrate the WASO Values and adhere to Company policies
- Conduct oneself in a professional manner at all times, in accordance with the WASO Code of Conduct, as outlined in the WASO Employee Handbook

Health and Safety

- Ensure the health, safety and welfare of all employees, customers and visitors, as outlined in the WASO Employee Handbook

4. CORE COMPETENCIES:

Skills

- Exceptional professional standard in instrumental performance
- Highly developed interpersonal communication skills
- Good organisational skills
- Highly developed leadership skills
- High levels of proficiency as per the WASO Appointment Code

Knowledge

- Appropriate musical training and / or professional performing experience

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APPENDIX B - RATES, ALLOWANCES AND PENALTIES

WASO PAY RATES AS AT 1/1/2021					
	Annual salary as at 1 Jan 2020	Annual salary as at 1 Jan 2021	Fortnightly salary	Call rate	Hourly rate
TUTTI					
First year	67,750.56	67,750.56	2,605.79	162.86	54.29
Second year	70,307.74	70,307.74	2,704.14	169.01	56.34
Third year	72,859.40	72,859.40	2,802.28	175.14	58.38
Fourth year	75,413.53	75,413.53	2,900.52	181.28	60.43
Fifth year	77,971.81	77,971.81	2,998.92	187.43	62.48
Sixth year	80,520.15	80,520.15	3,096.93	193.56	64.52
Seventh year	82,562.75	82,562.75	3,175.49	198.47	66.16
Eighth year	85,121.01	85,121.01	3,273.89	204.62	68.21
ASSISTANT PRINCIPAL STRINGS					
	87,164.43	87,164.43	3,352.48	209.53	69.84
PRINCIPAL / ASSOCIATE PRINCIPAL					
First year	89,207.03	89,207.03	3,431.04	214.44	71.48
Second year	91,761.99	91,761.99	3,529.31	220.58	73.53
Third year	94,312.55	94,312.55	3,627.41	226.71	75.57
SECTION PRINCIPAL					
First year	98,912.31	98,912.31	3,804.32	237.77	79.26
Second year	103,506.27	103,506.27	3,981.01	248.81	82.94
ASSISTANT CONCERTMASTER					
	115,319.42	115,319.42	4,435.36	277.21	92.40
TUTTI				195.43	65.14
PRINCIPAL / ASSOCIATE PRINCIPAL				257.33	85.78
SECTION PRINCIPAL / ASSOC. CONCERTMASTER				285.32	95.11

2021 rates = 2020 rates

Annual Salary, Call and Hourly rates are calculated as follows.

Rates	Calculation
Annual	Fortnightly salary multiplied by 26, i.e. number of pay periods per year.
Call	Fortnightly rate for salary divided by 16.
Hourly	Call rate divided by 3.

PENALTIES

The following is a summary of penalties and entitlements. For full details of an entitlement, reference should be made to the appropriate clause in the Agreement.

Clause	Action	Penalty
8.4.1.i	Calls in excess of 8 following 10 weeks in a calendar year with more than 8 calls	Extra payment at half time per call
8.4.1.ii	Calls in excess of 10 in any week	Extra payment at half time per call
8.4.1.iii	Calls in excess of 8 following 2 consecutive 10 call weeks	Extra payment at half time per call
20.4.5	Travel in excess of prescribed time	50% of the prescribed rate for a base tutti musician
17.1	Work on a Public Holiday/Easter Sunday within weekly limits	Extra payment at single time per call
17.2	Work on a Public Holiday/Easter Sunday outside weekly limits	Extra payment at single time, plus prescribed payment for exceeding weekly limits
12.2	Time in excess of Call time (Call overtime)	1.5 times the musician's hourly rate. After midnight becomes double the musician's hourly rate.
12.3	Call overtime in calls outside weekly limits	Double the musician's hourly rate
12.3	Call overtime in calls outside weekly limits & on Sundays or Public Holidays	2.5 times the musician's hourly rate
12.4	Rehearsal call overtime on day of performance	1.5 times the musician's hourly rate for the first 15 minutes, double the musician's hourly rate after that.

In regard to weekly overtime (clause 8.4);

Only playing calls and travel calls are counted for the above parameters.

The weekly call limit shall be reduced by two (2) calls for every recreation leave day or public holiday occurring in that week. (Subject to clause 17.4).

Payment shall not be duplicated if a week satisfies more than one criterion.

The following are subject to agreement of the player:

Clause	Action	Penalty
8.3	Work in excess of 315 calls per year (subject to agreement of MCT and at discretion of Section Principal)	100% of musician's call rate in addition to normal salary
13.2	Calls in excess of six (6) six-day weeks	Extra payment at half time per call
14.2	Calls in excess of eight (8) consecutive days	Extra payment at single time per call
15.2	Calls in excess of six (6) Mondays	Extra payment at half time per call
16.2	Calls in excess of eight (8) Sundays	Extra payment at single time per call

ALLOWANCES

Clause	Allowance	Payment
20.5	Regional tour loading	Refer to clause 20.5
21	Day trip	20% of base call rate per trip
23.2	On-stage Banda	20% of base call rate per call
35.3	Annual leave loading	17.5% of 5-weeks' salary
49	Doubling/Substitution/ Extra Instruments	20% of base call rate per additional instrument per call

APPENDIX C - ESTABLISHMENT STRENGTH

The establishment strength of the WASO shall be no less than 82 full time positions. Refer below.

1	Concertmaster	Violin 1
1	Assoc. Concertmaster	Violin 1
1	Assist. Concertmaster	Violin 1
1	Principal 1 st Violin	Violin 1
12	Tutti	Violin 1
1	Principal	Violin 2
1	Assoc. Principal	Violin 2
1	Assist. Principal	Violin 2
10	Tutti	Violin 2
1	Principal	Viola
1	Assoc. Principal	Viola
8	Tutti	Viola
1	Principal	Cello
1	Assoc. Principal	Cello
7	Tutti	Cello
1	Principal	Bass
1	Assoc. Principal	Bass
4	Tutti	Bass
1	Principal	Flute
1	Assoc. Principal	Flute
1	Principal	Piccolo
1	Principal	Oboe
1	Assoc. Principal	Oboe
1	Principal	Cor anglais
1	Principal	Clarinet
1	Section	Clarinet
1	Principal	Bass clarinet
1	Principal	Bassoon
1	Assoc. Principal	Bassoon
1	Principal	Contrabassoon
1	Principal	Horn
1	Assoc. Principal	Horn
1	Principal 3 rd	Horn
2	Section	Horn
1	Principal	Trumpet
1	Assoc. Principal	Trumpet
1	Section	Trumpet
1	Principal	Trombone
1	Assoc. Principal	Trombone
1	Principal	Bass Trombone
1	Principal	Tuba
1	Principal	Timpani
1	Principal	Percussion
1	Assoc. Principal	Percussion/Timpani
1	Principal	Harp