



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Opera Australia
(AG2018/744)

OPERA AUSTRALIA ORCHESTRA ENTERPRISE AGREEMENT 2017 - 2019

Live performance industry

COMMISSIONER LEE

MELBOURNE, 22 JUNE 2018

Application for approval of the Opera Australia Orchestra Enterprise Agreement 2017-2019.

[1] An application has been made for approval of an enterprise agreement known as the *Opera Australia Orchestra Enterprise Agreement 2017-2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Opera Australia. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] 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.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 29 June 2018. The nominal expiry date of the Agreement is 31 December 2019.



COMMISSIONER

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ANNEXURE A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2018/744

Applicant:

Opera Australia

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Mahua Das, Human Resources Director for Opera Australia give the following undertakings with respect to the Opera Australia Orchestra Enterprise Agreement 2017-2019 ("the Agreement"):

1. I have the authority given to me by Opera Australia to provide this undertaking in relation to the application before the Fair Work Commission.
2. Paternity Leave – The unpaid paternity leave entitlements of all eligible employees will be no less than those in the National Employment Standard (Ref. Clause 38.1.2)
3. Rate of Pay for the Concertmaster/Co-concertmaster and/or Associate Concertmaster (Ref. Clause 18.3.2) will be no less than that of:
 - a) Level 14 Principal Musician's rate of pay in the Live Performance Award 2010 and;
 - b) Level 6 Section Leader/Principal Musician's rate of pay in the Agreement
4. Notwithstanding clause 18.3.2, Concertmaster/Co-Concertmasters and Associate Concertmasters are covered by the Dispute Settlement Procedure in clause 17 of the Agreement.
5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Mahua Das

Signature

18 June 2018

Date

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

OPERA AUSTRALIA ORCHESTRA **ENTERPRISE AGREEMENT 2017 – 2019**

BETWEEN: MEDIA ENTERTAINMENT AND ARTS ALLIANCE
245 CHALMERS STREET, REDFERN NSW 2016 ("MEAA")

AND: OPERA AUSTRALIA
ACN 000 755 153
480 ELIZABETH STREET
SURRY HILLS NSW 2010

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1. AGREEMENT TITLE

This Agreement shall be referred to as the Opera Australia Orchestra Enterprise Agreement–2017 - 2019.

2. ARRANGEMENT

This Agreement is arranged as follows:

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Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

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3. OBJECTIVES

- 3.1 This Agreement recognises that the Opera Australia Orchestra is a vital part of Opera Australia and valued performance partner of The Australian Ballet. The Orchestra is integral to the artistic vibrancy of both performance companies. As such, this Agreement contributes to:
- i) the creation of a positive working environment to facilitate Players in realising their full potential;
 - ii) the achievement of the highest artistic standards;
 - iii) the attraction, development, and retention of the very best Players to a career in the Orchestra;
 - iv) the ongoing improvement of the creative standing, contribution and reputation of the OA Orchestra;
 - v) the achievement of productivity as well as encouraging Player and management involvement in and commitment to the life of the orchestra;
 - vi) the promotion of a strong orchestral public profile to the benefit of the company and the musicians of the OA Orchestra.

4. OPERATION AND DURATION

- 4.1 This Agreement will come into operation from the beginning of the first full pay period from the date it is registered and remain in force until 31st December 2019. This Agreement will continue in force until replaced by a new Agreement negotiated between the Parties or otherwise as determined under the Act.

5. PARTIES BOUND

- 5.1 This Agreement will be binding upon the Company, Players, and MEAA ("The Parties").

6. LOCALITY

- 6.1 This Agreement will apply in all States of Australia and its Territories.

7. PREVIOUS INSTRUMENTS SUPERSEDED

- 7.1 This Agreement supersedes the Australian Opera and Ballet Orchestra Enterprise Agreement 2015/2016.

8. RELATIONSHIP TO PARENT AWARD

- 8.1 This Agreement is intended to supersede the provisions of the Award in their entirety.

9. DEFINITIONS

- 9.1 **Act** means the Fair Work Act 2009
- 9.2 **Alliance** means Media Entertainment and Arts Alliance.
- 9.3 **Annual Cover Call Cap** means the number of calls over a period of a calendar year a Player is required to cover.
- 9.4 **Annual Worked Call Cap** means the number of calls over a calendar year a Player is required to perform duties at the workplace.
- 9.5 **OA Orchestra** means Opera Australia Orchestra.
- 9.6 **Archival and Reference Recording** means a recording of a performance or rehearsal for the purpose of historical record or reference.
- 9.7 **Artistic Committee** means the committee as described in Schedule 2 of this Agreement.
- 9.8 **Award** means the Live Performance Award 2010.
- 9.9 **Call** means an attendance for a duty at the direction of the Company and includes: rehearsals; recordings; performances; and orchestra meetings; all committee meetings as set out in Schedule 2; auditions; and

- publicity exercises and musical performance; educational and training activities; and travel.
- 9.10 **Call Rate** means the amount of money calculated by dividing a Permanent or Seasonal Player's annual salary by 416 (52 weeks multiplied by 8 calls per week).
- 9.11 **Company** means Opera Australia and/or Opera Australia Orchestra as appropriate.
- 9.12 **Covering** means that a Player is required to be on call and available to perform duties when called upon by the Company to so attend.
- 9.13 **Fair Work Act/Commission** means the current workplace relations legislation and the Fair Work Commission, replacing Fair Work Australia.
- 9.14 **Freelance Player** means a Player employed on a per call (casual) basis
- 9.15 **General Rehearsal or Dress Rehearsal** means the final rehearsal of a work or programme before the first performance, where all the elements of the production are brought together and the work or programme is run as a performance, with or without an audience being present.
- 9.16 **Heavy and/or Bulky Instrument** includes double bass, drums, cello, bassoon, contrabassoon, bass clarinet, tuba and harp.
- 9.17 **JCC** means the Joint Consultative Committee as described in Schedule 2 of this Agreement.
- 9.18 **Mutual Agreement** means an agreement reached between the Company and the majority of Players affected by the circumstances of a provision that specifically allows for variation by prior mutual agreement.
- 9.19 **Off Roster Call** means additional orchestral work offered to the Players on a voluntary basis as distinct from the normal requirements of the Opera and Ballet.
- 9.20 **Orchestral Rehearsal (OR)** means a call during which Players are engaged in preparation for a performance to increase the artistic and professional proficiency of the OA Orchestra or a section of the OA Orchestra
- 9.21 **Performance** means a call at which no preparatory work is undertaken and at which Players are required to present a performance in person before an audience.
- i) **Lunch Hour performance** means any performance, not being a Schools' performance, which commences between the hours of 11.30 am and 2.00 pm.
- ii) **Schools' performance** means any performance for school students and arranged in co-operation with the school and/or education authorities in any State.
- iii) **Short performance** means any performance other than a Schools' performance or a Lunch Hour performance, which is less than one hour in duration.
- iv) **Preview Performance** means any performance that occurs between the final general rehearsal and the scheduled first performance.
- 9.22 **Performance Assessment Committee** means the committee as described in Schedule 2 of this Agreement.
- 9.23 **Permanent Player** means a Player who has been appointed to a position in the OA Orchestra as defined in Clause 3 of Schedule 1.
- 9.24 **Player** means a Player who plays a musical instrument in the OA Orchestra in any capacity.
- 9.25 **Players' Committee** means the committee as described in Schedule 2 of this Agreement.
- 9.26 **Players' Committee Executive** means the executive of the Players' Committee as described in Schedule 2 of this Agreement.
- 9.27 **Playing time** refers to time worked as part of a performance or rehearsal, exclusive of intervals and other break periods identified in this Agreement.
- 9.28 **Recording** means collectively both master recording and/or a recording synchronised with a visual medium.
- 9.29 **Rolling Fortnight** means any two consecutive Weeks.
- 9.30 **Running time** refers to the actual length of a performance inclusive of intervals and breaks identified in this Agreement.
- 9.31 **Seasonal Player** means a Player who is employed weekly for a fixed term, such as the run of a season. The start and finish date of this term shall be set out in a written contract of employment between the Company and the Player.
- 9.32 **Seating Call** means a call where the player is required to rehearse for the purpose of seating, sound balancing or balancing electronic equipment.
- 9.33 **Serviced apartment** means an apartment with cooking facilities for which clean linen is supplied once per week and the apartment cleaned at least once per week at the cost of the Company.
- 9.34 **Sitzprobe (Sitz.)** means the first rehearsal of an opera, when soloists and chorus join with the orchestra.
- 9.35 **SOMA** means the Symphony Orchestra Musician's Association of MEAA.
- 9.36 **Specialty Entertainment** means entertainment provided by artists of international standing and merit, imported or otherwise, where the artist is appearing other than in a theatrical production or concert within the scope of the opera, ballet or symphony concert repertoire, as a celebrity act.
- 9.37 **Substitution** means the playing of any part scored for another Player. Provided that substitution is not involved when:

- i) it is traditional for the Player to play a part written for another Player; or
 - ii) where for balance purposes a conductor calls upon a Player to reinforce, on that Player's normal instrument(s) a part written for another Player and that other Player is present in the orchestra.
- 9.38 **Suitable accommodation** means a single room in a modern motel or serviced apartment accommodation with private facilities provided that where a Player is required to stay longer than one week in a single location the accommodation must contain cooking facilities.
- 9.39 **Time worked** refers to all work performed in carrying out duties at the request of the Company. Such time worked will be deducted from an individual Players' "Total Annual Call Cap" with a minimum of one call on each occasion unless otherwise prescribed in this Agreement.
- 9.40 **Total Annual Call Cap** means the total number of worked and cover calls a Player may undertake during a calendar year.
- 9.41 **Tour** means circumstances in which a Player, at the direction of the Company, is required to be absent from his or her usual place of residence for one or more nights.
- 9.42 **Week or Pay Period** means the period commencing at 12.01am Sunday and ceasing at 12.00 midnight the following Saturday.

10 ANTI DISCRIMINATION

- 10.1 It is the intention of the Parties to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

11. MINIMUM ENTITLEMENTS

- 11.1 This Agreement provides minimum entitlements only.

12. NO EXTRA CLAIMS

- 12.1 Unless provided for in this Agreement or by agreement between the Parties, there shall be no further salary claims during the life of the Agreement.
- 12.2 The Parties agree that in the event the wage increases set out in this Agreement fall below the minimum rate increases for each year as established by the Fair Work Commission, the Company shall increase the Player's wages by not less than the minimum increase established by the Commission.

13. VARIATION OF AGREEMENT

- 13.1 This Agreement may only be varied by the consent of the parties in writing in accordance with Clause 14 of this Agreement and the provisions of the Act.

PART 2 AGREEMENT FLEXIBILITY

14.1 ENTERPRISE FLEXIBILITY PROVISION

- 14.1.1 The Parties to this Agreement may introduce alternative arrangements in respect of conditions of work as set out in this Agreement providing the appropriate Committees are consulted and a majority of Players affected approve any alternative arrangements, and that these arrangements do not result in a reduction in overall terms and conditions of employment.
- 14.1.2 Any such variation will be subject to approval of the Fair Work Commission, in accordance with Division 7 of Part 2 – 4 of the Act. The approved variation will be made available to all employees and become a schedule to this Agreement and the variation will take precedence over any provision of this Agreement, to the extent of any expressly identified inconsistency with the Agreement.

14.2 INDIVIDUAL FLEXIBILITY PROVISION

- 14.2.1 The Company and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement provided the individual agreement deals with arrangements about when long service leave is taken, and the arrangement meets the genuine needs of the Company and employee, and the arrangement is genuinely agreed to by the Company and employee.
- 14.2.2 The Company will ensure that the terms of any individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 14.2.3 The Company will 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
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 14.2.4 The Company will give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 14.2.5 The Company 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 Company and employee agree in writing — at any time.

PART 3

COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

15. CONSULTATION PROCESSES

15.1 General

The parties agree to maintain an open and consultative process in order to ensure that the Players develop and retain a sense of ownership of the activities of the Company. This consultative process provides for the participation of Players and MEAA in respect of issues affecting the working lives of Players. The Parties recognise that for the consultative process to be successful, the process needs to enjoy the confidence of the participants.

The Parties are committed to the mutual exchange of information and communication on matters affecting, or having the potential to affect, the activities or the functioning of the OA Orchestra or the working environment. Consultation will normally be via the Opera Australia Orchestra Joint Consultative Committee as described in Schedule 2.

15.2 Major workplace change

- a) This clause applies where the company is in the process of making a decision to introduce major workplace change that is likely to have a significant effect on employees covered by this Agreement.
- b) As soon as practicable, the company will notify and discuss with the MEAA and relevant employee/s the introduction of the change and the effect the change is likely to have on the employee/s. The company will discuss measures to avert or mitigate the adverse effect of the change on the employee/s.
- c) For the purposes of the discussion, the company will provide the MEAA and the relevant employees in writing all relevant information about the change (excluding any confidential or commercially sensitive information), and about the expected effects of the change on the employees and any other matters likely to affect employees.
- d) The company will give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- e) The parties agree to act in good faith in relation to the consultation process.
- f) In this clause:
'Good faith' includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from unfair conduct that undermines consultation.
'Major change' is likely to have a significant effect on employees' if it results in:
 - (i) The termination of the employment of employee/s;
 - (ii) Major change to the composition, operation or size of the workforce or to the skills required of employees;
 - (iii) The elimination or decrease of job opportunities (including opportunities for promotion or tenure);
 - (iv) The alteration of hours of work;
 - (v) The need to retrain employees;
 - (vi) The need to relocate employees to another workplace;
 - (vii) The restructuring of jobs;
 - (viii) Changes to the legal or operational structure of the business.

Affected players are entitled to be represented by a representative of their choice for the purposes of this clause.

15.3 Change to regular roster or ordinary hours of work

Where the company proposes changes to the regular roster or ordinary hours of work, the company will:

- a) provide information to players about the change;
- b) invite players to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- c) consider any views given by the players about the impact of the changes.
- d) The company will give prompt and genuine consideration to matters raised about the major change by the relevant employees.

Provided that the terms and conditions set out in this Agreement will continue to regulate the ordinary hours of work and roster changes, unless varied in accordance with provisions in the Agreement.

Affected players are entitled to be represented by a representative of their choice for the purposes of this clause.

15.4 Joint Consultative Committee

- a) The parties agree that a Joint Consultative Committee (JCC) of workplace delegates and management representatives is maintained in order to monitor the implementation of this Agreement and to address matters identified during the Agreement negotiation process and further matters raised throughout the //life of the Agreement.
- b) The composition and S of the JCC, including the regularity of meetings, is set out in Schedule 2 of this Agreement and subject to review as agreed between the Parties.
- c) It is proposed that quarterly meetings of the JCC will involve members of the executive, and other senior managers, as appropriate.

16. ORCHESTRA MEETINGS

- 16.1 The Company will make reasonable time available to MEAA and its representatives during working hours for them to consult with Players on matters raised by the Company requiring a response.
- 16.2 The established Committees will be entitled to a minimum number of meetings as worked calls each calendar year as follows:
- | | | |
|------|------------------------------|---|
| i) | Joint Consultative Committee | 4 |
| ii) | Artistic Committee | 4 |
| iii) | WHS Action Group | 4 |
- 16.3 The Player JCC Representatives will have 10 calls per year deducted from their Annual Cover Call Cap as preparation time for JCC meetings.
- 16.4 The Company will provide for the Players to have a minimum of 4 meetings as worked calls per year. These meetings may take place in conjunction with scheduled Full Orchestra meetings. The Players may meet in addition to these meetings where and when necessary, and as agreed between the Company and Players Committee.
- 16.5 The Company will facilitate appropriate consultation between Player representatives and members of the Board of Opera Australia when necessary and/or as agreed between the Parties.
- 16.6 Player representatives will have access to a meeting venue and administrative facilities to prepare for Committee meetings and to circulate information arising from such meetings.
- 16.7 Players participating in the JCC or related representative positions will be entitled to attend appropriate training courses to assist them to participate effectively in the Company's consultative mechanisms. Player representatives may be granted up to 5 days leave on full pay in any calendar year, provided that the operations of the Company are not unduly affected by the Players' absence.

17 DISPUTE RESOLUTION

- 17.1 If a dispute arises about this agreement, the NES (including subsections 65(5) or 76(4), or any other work-related matter (including a dispute about whether a workplace right has been breached) the Parties are committed to attempting to resolve the dispute at the workplace level and in a timely manner. During this time no industrial action in furtherance of the issue will occur with the exception of genuine work health and safety issues, involving a serious and imminent risk of harm to the Player/s concerned.
- 17.2 The following procedure will apply:
- i) in the first instance, the matter will be discussed with the General Manager Orchestra;
 - ii) if the matter is not resolved at this stage it will be discussed further with the General Manager Orchestra in consultation with a Player JCC representative;
 - iii) if the matter is not resolved at this stage, it will be referred to the Chief Executive, or HR Director, as appropriate. The Player may choose to have another Player, a Player representative, or MEAA representative present at that meeting;
 - iv) if the matter remains unresolved after consideration by and advice from the Chief Executive, either Party may refer the matter to the Fair Work Commission for resolution, using any of its powers provided by the Fair Work Act, including arbitration powers.
- 17.3 Either party may appoint a representative (person, Union or association) to assist in the resolution of the issue. The Parties shall recognise the appointed representative for all purposes involved with the resolution of the dispute and shall allow them to perform their role as representative.
- 17.4 The parties to the dispute and their representatives must act in good faith in relation to any dispute.
- 17.5 While the dispute is being resolved, the parties will abide by the status quo as existed immediately before the subject matter of the dispute arose.
- 17.6 The decision of the FWC will bind the Employer and Employee/s, subject to either party exercising any available right of appeal against the decision.

PART 4 EMPLOYMENT RELATED MATTERS

18 TERMS OF EMPLOYMENT

18.1 Orchestra establishment

- 18.1.1 The Parties agree that the permanent strength of the OA Orchestra should be no less than 69 Players as set out in Schedule 1 of this Agreement.

18.2 Classification and Job Descriptions

- 18.2.1 The classification structure, and job descriptions of players, are set out in Schedule 1 of this Agreement.

18.3. Types of Engagement

- 18.3.1 The Company will engage all Players for the OA Orchestra pursuant to this Agreement. A Player may be engaged as either a Permanent, Seasonal or Freelance (Casual) Player of the OA Orchestra.

- 18.3.2 Special provisions apply to the engagement of a Concertmaster/Co-Concertmaster and/or Associate Concertmaster. These are set out in clause 18.5 of this Agreement. In addition, Concertmasters and Associate Concertmasters who are engaged by term contracts are covered by the terms and conditions of this agreement except for the following provisions:

Clause 18	Terms of Employment (except for this sub-clause)
Clause 21	Minimum Rates of Payment
Subclauses 24.9 and 24.11	Higher Duties
Subclause 24.15	Small Combinations Allowance
Clause 30	Calls, Call Caps and Covering
Clause 32	Overtime and Time Off In Lieu
Subclause 17.6	Dispute settling procedure

- 18.3.3 The terms of the engagement by the Company of each and every Player will be specified in writing.

18.4. Fixed Term Contract Employment

- 18.4.1 Fixed Term contracts may be offered, subject to consultation with the Joint Consultative Committee about the need for such employment, in the following circumstances:

- i) for positions of Concertmaster, Co-Concertmaster and Associate Concertmaster;
- ii) to Players of non-resident status for positions which have been difficult to fill;
- iii) in order to attract an exceptional Player to enhance and strengthen the orchestra for specific programs or periods of time;
- iv) other positions from time to time as agreed by the JCC.

- 18.4.2 Contract engagements in the following circumstances will not require JCC deliberation:

- i) the engagement of Players for casual employment;
- ii) the engagement of Players to externally funded positions;
- iii) the engagement of Players to backfill positions to cover absences of regular Players on leave, or
- iv) to fill temporary vacancies.

- 18.4.3 Fixed term contracts will contain the following minimum information:

- i) the date of commencement and expiration of the contract
- ii) the salary and any applicable allowances
- iii) the position and location
- iv) the terms and conditions of employment, which will be no less than the terms and conditions in this Agreement
- v) contracts will not be used to undermine establishment strength

- 18.4.4 Where a contract of 12 months or more duration is not to be renewed, the Player will be advised at least 2 months prior to the expiration date of the contract.

18.5 Audition and Appointment

- 18.5.1 All employment with the OA Orchestras subject to the Audition and Appointment Policy set out in Schedule 3. Through the orchestral audition and trial processes, the Company seeks to select the finest players.
- 18.5.2 The principles of equality of opportunity, non discrimination and natural justice will be observed throughout the selection process.
- 18.5.3 The primary criterion in the selection of Players for all positions will be playing ability considered in conjunction with the relevant job description. The selection criteria for player positions are those set out in Schedule 3.

18.6. Recruitment of non resident players

- 18.6.1 Players (other than the Concert Master and Associate or Co-Concert Master) who do not hold Australian or New Zealand citizenship or Australian permanent residency may be recruited provided that the position has been advertised and auditioned twice nationally without success and the JCC is consulted before any overseas player is auditioned.
- 18.6.2 Such Players who are nearing the completion of their contract of employment may be offered a further contract of employment or ongoing employment subject to:
- i) Australian immigration requirements;
 - ii) an annual Performance Review where required by company policy.

19 EMPLOYMENT POLICIES

19.1 Job Sharing

- 19.1.1 The objective of job sharing is to allow for:
- i) consideration of family commitments for Permanent and Seasonal Players;
 - ii) a flexible approach to work within the OA Orchestra;
 - iii) an increase in the number of Players familiar with the Company repertoire;
 - iv) the provision of a greater level of continuity of Players within the OA Orchestra.
- 19.1.2 Job sharing arrangements will not reduce the number of Permanent Player positions or redeploy instrument chairs across the OA Orchestra.
- 19.1.3 Job sharing can be arranged as either:
- i) an existing Permanent Player sharing with one or more Freelance or Seasonal Players; or
 - ii) two existing Permanent Players electing to share one full-time position, with the remaining Permanent Player position being filled by a Player on a Seasonal contract.
- 19.1.4 At the conclusion of the fixed period the Permanent Player will either return to their full-time position or apply to renew the job sharing arrangement.
- 19.1.5 Each participant entering a job share arrangement will receive entitlements to pay and conditions on a pro rata basis. Entitlements will be calculated with reference to each individuals' proportion of the Total Annual Call Cap for the position to be shared, as set out in this Agreement. Such details will be mutually agreed and identified in a written flexible work agreement.
- 19.1.6 Where a Permanent Player engaged under the terms of a job share arrangement resigns from the OA Orchestra, the remaining Player engaged under the job share contract may be offered the opportunity of working on a full time basis for the period of time required by the Company to advertise, audition and fill the position.
- 19.1.7 Orchestral Management will make procedural guidelines available to any interested player.

19.2 **Higher Duties Policy**

- 19.2.1 If a Principal vacancy occurs in a section of the OA Orchestra, the relevant Section Leader will give first consideration for Higher Duties to any permanent Player in that Section and recommend a choice of Player. Progression to Higher Duties is not automatic. The Section Leader will discuss their choice with the General Manager Orchestra and/or Associate/Music Director and other relevant Principals and reach a joint decision.
- 19.2.2 Given the potential effect on career path, morale and workplace productivity, if a Player considers they have not been properly considered for Higher Duties, the following steps will be taken:
- i) reasons for the joint decision will be defined by the relevant Section Leader, relayed to the Player by the Section Leader, and addressed by the Player as soon as possible;
 - ii) the Player will be given the opportunity for further development/training and will be at all times be considered for future Higher Duties.
- 19.2.3 Where a Player possessing the required competence is asked to temporarily undertake the duties of a higher classification, they are entitled to be paid a higher duties allowance (HDA) as per Part 6 of this Agreement.

19.3 **Step Down Provisions**

- 19.3.1 By mutual agreement between the Company and an individual Player, and after appropriate consultation with the relevant Principals, step down provisions may be made available. Salary levels will remain applicable to the Player's previous classification in the event the parties agree to the Player undertaking a step down.
- 19.3.2 Players who step down will remain on their existing service increment whilst in the step down position.

19.4 **Termination**

- 19.4.1 Unless mutually agreed to the contrary, or otherwise specified in this Agreement, the Company may terminate the employment of a Permanent Player of the OA Orchestra by giving 12 weeks notice to a Principal Player or 6 weeks notice to a Tutti Player or, in either case, payment in lieu thereof. Unless mutually agreed to the contrary, or otherwise specified in this Agreement, a Player may terminate their employment by offering the Company the same amount of notice.
- 19.4.2 The Company may terminate the employment of a Seasonal Player engaged for a fixed term prior to the end of the contract in accordance with the rules of contract law, and as otherwise agreed between the parties to the contract.
- 19.4.3 The Company must give a Freelance Player at least 120 hours notice of cancellation of a casual engagement, either personally, or to an address notified to the Company by the Player at the time of engagement. If the Company fails to give such notice, it must make full payment to the Player in lieu of the required notice. Where Players are engaged in Specialty Entertainment, the required notice is 168 hours instead of 120 hours.
- 19.4.4 Nothing in this Agreement will affect any legal right of the Company to dismiss without notice any Player for neglect of duty or gross misconduct and in such dismissal cases, wages and all monies accrued to the Player up to but not after the time of dismissal will be paid. In the event a Player is dismissed for gross misconduct or neglect of duty while on tour the Company will pay the fare of the Player back to their place of residence.
- 19.4.5 Where the Company has given notice of termination to a Player, the Player will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off will be at a mutually convenient time.

19.5 **Redundancy**

- 19.5.1 Should the Company decide that it no longer wishes the job a Player has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, that decision will be discussed according to the consultative procedures outlined in Part 3 of this agreement.

- 19.5.2 A permanent Player whose employment is to be terminated by reason of redundancy will be entitled to 6 months notice and the following amount of severance pay, in respect of a period of continuous service:

Period of continuous service	Severance pay (weeks' pay)
Less than 1 year	nil
1 year, and less than 2 years	4
2 years and less than 3 years	6
3 years and less than 4 years	7
4 years and less than 5 years	8
5 years and less than 6 years	10
6 years and less than 7 years	11
7 years and less than 8 years	13
8 years and less than 9 years	14
9 years and over	16

19.6 **Alternative employment**

- 19.6.1 Nothing in these procedures is intended to preclude the Company from offering (and the Player accepting), as an alternative to termination of employment, redeployment to and/or retraining for another position commensurate with the skills and experience of the Player concerned.

19.7 **Assignment**

- 19.7.1 The Company may assign a production to another company, firm, person or persons (hereinafter called the assignee) for operatic and/or operetta performance and rehearsal in a theatre. Under no circumstances will an individual Player be assigned except by mutual consent and then such a Player will be paid an individually negotiated fee within 14 days.
- 19.7.2 Where the Company assigns a production to an assignee then the rights of the Player under this Agreement and any contract of employment with the Company will continue to be enforceable against the Company as if such assignment will not have taken place.

PART 5 PERFORMANCE STANDARDS

20.1 General

- 20.1.1 The Company and the Players are committed to the development and maintenance of the highest possible performance standards. This commitment will be realised through a number of interrelated processes, including the following:
- i) the recruitment and selection of the best Players
 - ii) the communication and monitoring of performance standards
 - iii) the provision of feedback and support to Players in relation to performance standards
 - iv) the support of ongoing professional development
 - v) the recognition of excellence
 - vi) the support and counselling of Players with declining standards of performance
 - vii) the recognition that the Company benefits from the significant contribution of its Freelance Players, and that mutual responsibilities also exist for Freelance Players and the Company in respect of the maintenance and improvement of performance standards.
- 20.1.2 The maintenance of performance standards is the joint responsibility of the Artistic Director, Associate/Music Director, Music Director TAB, Conductors, Concert Master, and all members of the OA Orchestra, supported by the General Manager of the Orchestra. All players are encouraged to communicate openly on artistic issues.
- 20.1.3 The Artistic Committee has a responsibility to promote, monitor and review performance standards, and to guide and advise on the resolution of any performance standard issues. The role of the Committee is set out in Schedule 2. The Orchestra will be kept informed of Artistic Committee activities.
- 20.1.4 The General Manager Orchestra, in consultation with the HR Director, has a responsibility to oversee the support and counselling of Players with declining standards of performance to ensure that relevant legislation and procedural standards are observed in the interest of Players and the Company.
- 20.1.5 The parties recognise the need for clear and well understood processes for dealing with performance standard issues. These processes are set out below, and will be supported by jointly developed procedural guidelines, and good practice guidelines for giving (and receiving) feedback. These guidelines will also be supported with interpersonal skills development and feedback skills training.

20.2 Ongoing Performance Development and Review

- 20.2.1 It is acknowledged that the maintenance of high performance standards involves ongoing feedback from Conductors, Concertmaster(s) and or Principal(s), as appropriate.
- 20.2.2 As a body of professionals, all Players contribute to the maintenance of high performance standards. Players are encouraged to raise and discuss issues affecting performance, with due regard to the need for sensitivity and confidentiality.
- (i) All Players, including freelance musicians, have the right to ask for, and receive, feedback. This can be provided by the relevant Principal or Concertmaster personally, in writing, or both whichever is deemed to be the most appropriate. Orchestra Management can also act as an intermediary.
- 20.2.3 An annual review meeting will take place between the Concert Master and each major section of the Orchestra (Wind, Brass, Percussion/Harp, and Strings) to review the year and to plan ahead in a collegial environment.

20.3 Performance Standard Issues

- 20.3.1 The following procedures for dealing with performance concerns recognise the need for a positive and supportive approach to dealing with performance concerns and issues of declining performance. The

procedures seek to establish a clear and graduated process for resolving concerns and assisting a Player to reach the required standards of performance.

20.3.2 Key considerations include:

- i) the need for honest, timely and constructive feedback in relation to performance concerns
- ii) an opportunity to respond to feedback and improve to required standards
- iii) the sensitive handling of performance issues, with due regard to confidentiality
- iv) collegial involvement in the assessment of performance issues and maintenance of standards
- v) consideration of personal and environmental factors affecting performance, including project timeframes
- vi) the provision of relevant support to achieve the required level of performance improvement
- vii) procedural fairness at all stages of the process

20.3.3 Stage 1 - Informal feedback

20.3.4 The first response to any performance issues beyond normal day to day discussions will generally involve the Concertmaster providing informal feedback to Principals, and Section Leaders providing informal feedback to players within their section. The first point of contact for feedback to players from the Artistic Director, Head of Music, Music Director of TAB, and Guest Conductors, is the Concertmaster.

20.3.5 Tutti Players are able to raise any performance concerns in relation to their colleagues with the Concert Master or their Section Leader. The Player/s will be informed in a timely and confidential manner on any action taken or proposed in response to their concern.

20.3.6 Informal feedback is provided at an appropriate time (eg. not just before a performance), in an appropriate setting (eg. not in a hallway overheard by colleagues), and in an appropriate and respectful manner.

20.3.7 The informal feedback process provides an opportunity for the recipient of the feedback to respond. The Concert Master or Section Leader will encourage discussion of the issues raised, establish directions for improvement, and set a timeframe for follow up.

20.3.8 It is good practice for Players to maintain a diary note of issues raised and informal feedback given (or received), as it may need to be demonstrated at a later time that informal feedback was indeed provided.

20.3.9 Where in the view of the Concert Master or Section Leader, there has been appropriate improvement, the Player is advised and the matter is finalised. Where there has been some improvement, an extension of the informal feedback and review process can be agreed on.

20.3.10 Where in the view of the Concertmaster or Section Leader, the performance concern is not satisfactorily resolved, the matter will be referred to the Artistic Committee for consideration for a more structured process of formal feedback and review.

20.3.11 Stage 2 - Formal feedback

20.3.12 A process of formal feedback applies where informal feedback has been provided and where this has not resulted in the resolution of the initial performance concern.

20.3.13 Performance concerns become formal when they are raised with the Artistic Committee, and the Artistic Committee decides that a process of further structured (formal) feedback and review should be initiated.

20.3.14 The Artistic Committee will advise Orchestra Management of any proposed process to provide formal feedback. Orchestra Management will be kept fully informed and consulted on developments.

20.3.15 The Artistic Committee will initiate the formal feedback process, nominate a person/s to lead the feedback and discussion, and set a timeframe for follow up review.

20.3.16 The formal feedback process involves the setting up of a meeting with the Player, the giving of feedback, an invitation to the Player to respond and discuss the feedback, the identification of any external factors affecting

performance, the development of an agreed action plan for improvement, and the arrangement of a further meeting to review progress.

- 20.3.17 The General Manager, Orchestra (or their delegate) will have responsibility for arranging an initial meeting for the purpose of making the Player aware that the Artistic Committee has initiated the process; who will be providing the feedback; what will be the next steps and within what timeframes. The player is advised that they may invite a support person to participate as an observer. The discussion at the meeting is confirmed in writing.
- 20.3.18 When addressing performance concerns, consideration should be given to factors potentially impacting on performance, and possible measures to address these, including:
- i) workload/requirements and consideration of rostering arrangements or flexible work options;
 - ii) personal or health circumstances, and consideration of an independent medical review, or confidential counselling, where appropriate;
 - iii) working relationships, and consideration of conflict resolution and mediation services, if required.
 - iv) work/life balance, and consideration of flexible work options, where appropriate;
 - v) retirement intentions, if any, and a consideration of phased retirement and other flexible work options, where appropriate
- 20.3.19 Following the initial feedback session, a follow up review meeting is arranged, generally within 3 months. The follow up review may result in a decision that the performance issue has resolved, and to finalise the matter. Unless the performance issues are resolved in the interim, the formal feedback process will be for a minimum of 6 months. Where performance has not sufficiently improved at the second review meeting, the Player is made aware of Support Options and Loss of Proficiency provisions.
- 20.3.20 All formal feedback and review discussions are written up, with a copy provided to the Player. This record is to include details of when the meeting took place, what was discussed, what was agreed, and what follow up action was proposed. The Player is given the opportunity to sign the record and attach any written comments. The Artistic Committee is provided with a copy.
- 20.3.21 The Artistic Committee will monitor progress, and advise on any further action, if required. Where in the view of the Artistic Committee, the performance concern is not satisfactorily resolved, the matter will be referred to the Artistic Director for consideration for a Loss of Proficiency process.

20.4 Consideration of support options

- 20.4.1 As indicated above, a range of factors and circumstances may affect a Player's performance, and these factors should be explored in formal feedback and LOP discussions with a view to developing appropriate support strategies as part of the plan for performance improvement. Alternatively, a consideration of these factors may result in a mutual decision to deal with the performance concern through different pathways.
- 20.4.2 Flexible work options may, in some cases, assist to achieve improvements in playing standards. Options include:
- i) a period of leave, whether in the form of Leave without pay or the use of accrued Long Service leave.
 - ii) part time work or job share, and for Players near retirement, a phased reduction in workload.
- 20.4.3 The option of stepping down to a lower level of responsibility is available, on an ongoing or temporary basis.
- 20.4.4 Where a Player is approaching retirement, it is important to consider retirement intentions, with the option of planning for phased retirement or working towards a defined retirement date.
- 20.4.5 Where a Player is unable to fulfill the inherent requirements of their position due to ill health or injury, consideration may be given to medical retirement. Independent advice will normally be sought from a specialist health provider.

20.5 Loss of Proficiency

- 20.5.1 Subject to all the above procedures having been followed, the Artistic Committee may request that a Permanent Player be assessed on the grounds of Loss of Proficiency by the Performance Assessment Committee in accordance with Schedule 4 of this Agreement.

20.6 Professional Development

- 20.6.1 The Parties are committed to ongoing professional development as an important means to achieving and sustaining high performance standards.
- 20.6.2 The Company recognises the value of professional work (such a teaching, or independent ensemble playing) alongside work commitments with Opera Australia, provided this does not represent a conflict of interest in terms of respite and/or related work health and safety considerations.
- 20.6.3 The Company will continue to support professional development 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 studies or training. The company will establish and maintain a dedicated fund to assist professional development, with the process for awarding financial assistance to individual players to be agreed between the Company and the Players Committee.
- 20.6.4 In considering the extent of support for professional development and training, the Company will take into consideration the nature and duration of the activity to be undertaken, the implications for OA Orchestra performance requirements, previous studies assistance provided to the Player, any competing requests for assistance, the cost of the assistance sought, and any other relevant matters.
- 20.6.5 The learning and development priorities of the OA Orchestra will be identified in consultation with the JCC. Training may include but is not limited to leadership training, team building, workplace relations, and occupational health and safety. Where possible, general Company learning and development opportunities will be promoted to and made available to Players, provided these are attended in the Player's own time.
- 20.6.6 The Company commits to the provision of training for all Players in supervisory positions to ensure that their supervision is fair, reasonable and non-discriminatory. The Company expects Players to take part in compliance training, including on-line learning, where available.

20.7 Career development and transition

- 20.7.1 Opera Australia will assist Players with career development support, including access to independent career counseling and planning, to assist employees to manage their careers and to be better prepared to deal with any career transition issues.
- 20.7.2 Opera Australia will assist, where practicable, to provide career transition support, in the form of retaining or study assistance, or practical job search assistance, and/or approved leave to enable career transition. Proposals for funding support may be considered under the professional development fund in clause 20.6.
- 20.7.3 The Parties recognise the need for a proactive approach to retirement planning to encourage timely conversations about retirement intentions, and to assist both Players and the Section to plan ahead. Retirement planning may, in certain circumstances, allow for a constructive alternative to LOP provisions (clause 20.5). Transition to retirement options include a phased reduction in workload, flexible work/job sharing, and engagement in alternative work activity in the company.

PART 6 WAGES AND RELATED MATTERS

21. MINIMUM RATES OF PAYMENT

21.1 The minimum rates of pay to be paid by the Company to a Player are set out in this clause.

21.2 The objective of the OA Orchestra pay structure is to ensure Players' salaries become nationally and internationally competitive, and with the long term aim to be competitive with Opera Orchestras in the best Opera Houses of North America and Europe.

21.3 The pay structure is designed to offer an entry level salary which is nationally and internationally competitive, and recognises increasing repertoire knowledge and stylistic familiarity within the OA Orchestra independently of higher duty positions, in order to provide a career path that recognises orchestral and ensemble development thereby promoting an attitude of long term commitment and responsibility in all Players.

21.4 Permanent Players

21.4.1 The entry level salary for Permanent Players of the OA Orchestra is inclusive of a rolled in annual leave loading component of 17.5% as set out in the table below:

Entry level salary	
Date	Annual
January 2017	73,246
January 2018	73,826
January 2019	76,041

21.4.2 Permanent Players of the OA Orchestra will be entitled to 5 length-of-service increments of 5% each awarded according to length of service in accordance with the table set out below. The incremental structure is as follows:

LENGTH OF SERVICE INCREMENTS RELATIVE TO ENTRY LEVEL SALARY	
Length of Service as a permanent Player	Service Increment
up to 2 years service	0%
For 2 years	5%
4 years	10%
6 years	15%
8 years	20%
10 years	25%

21.4.3 Permanent Players – Transitional Salary Arrangements 2017-19.

- i) For calendar year 2017, as per arrangements in place since January 2011, the incremental pay levels for Permanent Players provide for 4 length-of-service increments of 5% each followed by 1 increment of 2.5% (based on the entry level salary) awarded according to length of service.
- ii) For calendar year 2018, as detailed at 21.4.4, a transitional structure applies, whereby a new entry level rate of pay has been defined with reference to a new top incremental rate of 150%.
- iii) For calendar year 2019, transitional arrangements no longer apply and the entry level rate (100%) is taken up by the agreed increase of 3%; each incremental level is set as a 5% increase on the preceding level.

The table below lays out the length of service incremental structure 2017-19:

LENGTH OF SERVICE INCREMENTS RELATIVE TO ENTRY LEVEL SALARY:		
Length of Service as a permanent Player	Service Increment	
	2017	2018 & 2019
up to 2 years service	0%	0%
For 2 years	5%	5%
4 years	10%	10%
6 years	15%	15%
8 years	20%	20%
10 years	22.5%	25%

21.4.4 For calendar year 2018 transitional salary arrangements are in place in response to undertakings in the Memorandum of Understanding (MOU), Salaries Agreement 2010/2011, between OA and the MEAA. According to the MOU, maximum incremental levels of 125%, 145% and 150% should apply to those musicians in the OA Orchestra who have attained their final length of service increment (Level 6). In order to achieve this, the following measures and the table at 21.4.6 are of note:

- i) The 2018 salary increase of 2.5% is achieved by applying the 2.5% increase to Incremental level 6 and re-designating it as 125%, 140%, 145% & 150%.
- ii) The 2018 Entry Level (100%) has been re-calibrated with regard to the new level 6 rate.
- iii) The effective increase of the 2018 entry level with respect to the 2017 rate is 0.79%. No Player is disadvantaged by this measure because there are currently no players in the orchestra on Level 1.
- iv) The transitional arrangements provide that in 2018 the increments between 100% and 125% or 150% do not equal 5%; however, all Permanent players receive a 2.5% wage rise in 2018 and then 3% in 2019, as agreed.
- v) As per the table at 21.4.6, the 2018 transitional arrangements provide that the new Level 6 (150%) is the reference point for the entry level (100%). Transitional Increments apply for the other levels. To ensure no disadvantage, the pay increase for each level is calculated as a 2.5% increase from the same level of 2017, rather than a 5% increase above the preceding level of the same year.
- vi) In 2017 there are 5 players who are not on the top salary increment. To ensure no disadvantage to these players, each of them will receive pay increases for 2018 and 2019 of 2.5% and 3% respectively, as well as any new length of service increment
- vii) The transitional salary arrangements in 2018 provide for all permanent musicians of the orchestra on top increments (Level 6) of 122.5%, 142.5% and 147.5% to receive the agreed minimum 2.5% salary increase in the form of an amended length of service incremental increase of 2.5% rather than an increase to the entry level salary.
- viii) In making the necessary adjustments and ensuring no disadvantage, Tutti players on Level 6 will receive a 2.8% increase in 2018.

Example 1: A tutti player on 122.5% (Level 6) of the entry level salary (100%) in 2017 receives a salary of \$87,967 pa. Tutti players on the 2017 top increment of 122.5% move in 2018 to Level 6 (New) of 125% and a salary of \$92,282.80. This effects an actual increase of 2.8%. In 2019 this musician will remain on 125% and receive their salary increase through the 3% increase to the entry level salary (100%).

Example 2: A tutti player on 110% (Level 3) of the entry level salary (100%) in 2017 receives a salary of \$80,570.82 pa and may not be eligible for an amended length of service increase in 2018. To ensure a minimum 2.5% salary increase, the transitional table outlines a salary of \$82,585.09 in 2018 - an increase of exactly 2.5%. In 2019 this musician will receive their salary increase through the 3% increase to the entry level salary (100%). In addition to these increases, this tutti player will receive any length of service increments that are due.

21.4.5 From January 2019, transitional arrangements will be concluded, the 3% wage rise will apply to the entry level salary (100%), and all increments will be separated by 5%

21.4.6 Transitional Salary Arrangements 2017-19. The salary structure detailed in clauses 21.4.1 to 21.4.5 will apply as per the following table.

		January 2016	January 2017		January 2018		January 2019
		Last Agreement	2%		2.50%		3%
		\$71,810	\$73,246.20	2018 Transitional Incremental Levels	\$73,826.24	2019 Ongoing Incremental Levels	\$76,041.03
Increment Level	Entry level % above entry	Annual Salary	Annual Salary		Annual Salary		Annual Salary
Tutti							
Level 1	100	71,810.00	73,246.20	Level 1, 100%	73,826.24	100	76,041.03
Level 2	105	75,401.00	76,909.02	T Level 2	78,831.75	105	79,843.08
Level 3	110	78,991.00	80,570.82	T Level 3	82,585.09	110	83,645.13
Level 4	115	82,582.00	84,233.64	T Level 4	86,339.48	115	87,447.18
Level 5	120	86,172.00	87,895.44	T Level 5	90,092.83	120	91,249.23
Level 6	122.5	87,967.00	89,726.34	N/A	91,969.50	N/A	N/A
Level 6 New	125			Level 6, 125%	92,282.80	125	95,051.28
Assistant Principal							
Level 1	115	82,582.00	84,233.64	T Level 1	86,339.48	115	87,447.18
Level 2	120	86,172.00	87,895.44	T Level 2	90,092.83	120	91,249.23
Level 3	125	89,763.00	91,558.26	T Level 3	93,847.22	125	95,051.28
Level 4	130	93,353.00	95,220.06	T Level 4	97,600.56	130	98,853.34
Level 5	135	96,944.00	98,882.88	T Level 5	101,354.95	135	102,655.39
Level 6	137.5	98,739.00	100,713.78	N/A	103,231.62	N/A	N/A
Level 6 New	140			Level 6, 140%	103,356.74	140	106,457.44
Associate Principals							
Level 1	120	86,172.00	87,895.44	T Level 1	90,092.83	120	91,249.23
Level 2	125	89,763.00	91,558.26	T Level 2	93,847.22	125	95,051.28
Level 3	130	93,353.00	95,220.06	T Level 3	97,600.56	130	98,853.34
Level 4	135	96,944.00	98,882.88	T Level 4	101,354.95	135	102,655.39
Level 5	140	100,534.00	102,544.68	T Level 5	105,108.30	140	106,457.44
Level 6	142.5	102,329.00	104,375.58	N/A	106,984.97	N/A	N/A
Level 6 New	145			Level 6, 145%	107,048.05	145	110,259.49
Section Leaders/ Principals							
Level 1	125	89,763.00	91,558.26	T Level 1	93,847.22	125	95,051.28
Level 2	130	93,353.00	95,220.06	T Level 2	97,600.56	130	98,853.34
Level 3	135	96,944.00	98,882.88	T Level 3	101,354.95	135	102,655.39
Level 4	140	100,534.00	102,544.68	T Level 4	105,108.30	140	106,457.44
Level 5	145	104,125.00	106,207.50	T Level 5	108,862.69	145	110,259.49
Level 6	147.5	105,920.00	108,038.40	N/A	110,739.36	N/A	N/A
Level 6 New	150			Level 6, 150%	110,739.36	150	114,061.54

- 21.4.7 The appropriate incremental level for new appointments to permanent positions will be established with reference to the particular Player's level of skills, knowledge, training and professional experience. The appropriate incremental level will be determined by the General Manager, Orchestra and Associate/Music Director (or delegate) following consultation with the Artistic Committee.
- 21.4.8 Length of service increments are calculated in addition to the entry level salary and any applicable Player duty loading. These increments are portable across position changes for any individual Player.
- 21.4.9 Permanent Players who hold titled positions will be entitled to a duty loading as set out in the table below:

Position	Duty loading relative to entry level salary
Concertmaster, Co-Concertmaster, Associate Concertmaster	by negotiation
Section Leader/Principal; Winds/Brass/Percussion/Timpani/Harp/2 nd Violin/Viola/Cello/Bass, Deputy Concertmaster	+25%
Associate Principals, Principal 3rd (Winds/Brass); Principal Piccolo/Cor Anglais/Bass Clarinet/Contra Bassoon/Bass Trombone/Tuba, Principal First Violins	+20%
Assistant Principal	+15%

- 21.4.10 The annualised salaries for Permanent Players set out above are inclusive of a roll up component for all penalties, overtime and allowances including:

- i) Standby Calls;
- ii) Standby Overtime (time and one half);
- iii) Standby Overtime (double time);
- iv) Defined Public Holidays;
- v) 11th calls;
- vi) 17/18th calls;
- vii) 19/20th calls, 21st calls;
- viii) Overtime (time and one half), Overtime (double time);
- ix) Annual Leave Loading;
- x) Stage Band Dress Allowance (Sub-clause 24.6).

- 21.4.11 The annualised salaries for Permanent Players set out above, are not inclusive of:

- i) Instrument Allowances (Sub-clause 24.1);
- ii) Doubling Allowance (Sub-clause 24.2);
- iii) Substitution Allowance (Sub-clause 24.3);
- iv) Specialty Entertainments Allowance (Sub-clause 24.4);
- v) Meal Allowance (Sub-clause 24.5);
- vi) Dress Allowance (Sub-clause 24.7);
- vii) Higher Duties Allowances (Sub-clauses 24.8, 24.9, 24.10 and 24.11);
- viii) Set-up Allowance (Sub-clause 24.12);
- ix) Special Disability Allowance (Sub-clause 24.13);
- x) Arranging, Orchestrating and Copying Orchestra Parts (Sub-clause 24.14);
- xi) Small Combinations Allowance (Sub-clause 24.15);
- xii) New Year's Eve Allowance (Sub-clause 24.17);
- xiii) Travelling Allowances and Reimbursements (Clause 43);
- xiv) Instrument Insurance Premium Reimbursement (Sub-clause 27.2).

These allowances are additional to the annualised salary rates.

21.5 **Seasonal Players**

- 21.5.1 Players engaged on a seasonal basis or Players engaged on a job share arrangement who are not Permanent Players of the OA Orchestra are not be entitled to length of service increments. Such Players will receive the relevant base salary plus the relevant duty loading as set out in the tables above.

21.6 Freelance (Casual) Players

- 21.6.1 Freelance (Casual) Players of the OA Orchestra will be employed on a per call basis. Freelance Players will be paid in accordance with the table below. These rates are inclusive of a casual loading of 24% and a roll up component for Instrument Insurance, Instrument Allowance and Dress Allowance.

Freelance Players' Casual Hourly Rates (\$ per hour, and per call)						
	January 2017		January 2018		January 2019	
Rate incr.	+2.00%		+2.50%		+3.00%	
	Hourly	Per call	Hourly	Per call	Hourly	Per call
Tutti	65.6200	196.86	67.2605	201.78	69.2783	207.83
Principals, harp, timpani	78.7405	236.22	80.7090	242.13	83.1303	249.39

- 21.6.2 Where a Freelance Player is directed to cover, a call payment will be 75% of the rates prescribed in 21.6.1. In the instance of a cover call amended to a played call, the full rates in 21.6.1 will apply. Covering duties are specified at clause 30.13 of this Agreement.

22. PAYMENT OF WAGES

- 22.1 Freelance Players will be paid weekly in arrears by direct deposit to an allocated account of his or her choice.
- 22.2 Permanent and Seasonal Players will be paid, each fortnight one week in advance and one week in arrears, no later than 5.00 p.m. on the middle Friday of each fortnightly pay period by direct deposit to an allocated account of his or her choice.
- 22.3 Particulars of the payments made to each Player each pay will be indicated on the payslip issued at the time payment, in accordance with the Act.
- 22.4 Upon termination of employment all moneys due must be paid to the Player on the day of the termination. In the event the termination occurs after the close of the Company's payment of wages facilities, all moneys due to the Player are to be paid on the next working day.
- 22.5 Where any Player is underpaid in any pay period the Player will receive the outstanding amount as soon as possible after discovery. Any Player overpaid in any pay period will have the over payment deducted from the Player's wages in the next pay period provided the Company agrees to alternative arrangement in the case of need.
- 22.6 The Company offers the facility for making salary sacrifice superannuation contributions to all Permanent Players in accordance with the procedure outlined in Schedule 5. Players are entitled to contribute part of their gross wages to their Superannuation Fund account and are encouraged to seek independent advice prior to undertaking any form of Salary Sacrifice.
- 22.7 Nothing in this Agreement precludes an individual Player agreeing to be paid on the basis of a total remuneration packaging arrangement involving options of fringe benefits and fringe benefits tax, or other agreed benefits, provided that the individual Player agrees to:
- Be paid on a monthly basis, half a month in advance and half a month in arrears.
 - Pay the cost of any Fringe Benefits Tax arising from the packaging arrangements.
 - Seek tax advice in relation to the impact of any proposed packaging arrangements.
 - Take responsibility for the monitoring and review of the packaging arrangements.

23. SUPERANNUATION

- 23.1 In addition to the rates of pay set out above, the Company will make a superannuation contribution on behalf of each Player, in accordance with the relevant legislation, at 9.50% for calendar years 2015 and 2016.
- 23.2 Superannuation legislation makes choice of superannuation funds available to employees. The Company's default superannuation fund under the Award and this Agreement is MEDIA Super.
- 23.3 The Company's superannuation guarantee contributions will be paid to nominated funds on a monthly basis.
- 23.4 The Company offers the facility for making salary sacrifice superannuation contributions to all Permanent Players. This facility is not available to Seasonal and Freelance Players.
- 23.5 Salary sacrifice to superannuation arrangements allow a Player to pay part of their future salary as superannuation contributions. Under such an arrangement, the superannuation contributions are not assessable income in the hands of the Player, and are deductible to the Company as employer contributions. Players are advised to obtain relevant professional advice about contribution limits and taxation implications prior to entering into salary sacrifice arrangements. Reference should also be made to relevant Opera Australia policy and procedures.
- 23.6 The employer contribution of superannuation will continue for any week the musician is on paid parental leave and workers compensation leave. In addition superannuation will be payable without restriction on minimum monthly earnings. (Currently \$450).

24. ALLOWANCES

The following allowances apply in accordance with clause 21.4.10. These allowances are indexed in line with the provisions in clause 26.

24.1 Instrument Allowances

A Permanent or Seasonal Player who supplies one or more instruments or instrumental accessories will be paid the relevant allowance per instrument per week as set out in the table below:

INSTRUMENT ALLOWANCES (\$ weekly)			
Instrument Group	from January 2017	from January 2018	from January 2019
Harp	35.12	36.00	37.08
Strings	28.28	28.99	29.86
Woodwind	22.62	23.19	23.88
Percussion/Timpani	22.62	23.19	23.88
Brass	14.18	14.53	14.97

24.2 **Doubling Allowance**

Where a Player is required to play more than one instrument in a call, they will receive an allowance of 10% of the Entry Level Call Rate rounded up to the nearest 50 cents per additional instrument per call provided that:

A percussionist must receive this allowance in respect of each tuned instrument played in addition to rhythm instruments or timpani in the same call. For the purpose of this sub clause, tuned instruments include but are not limited to chimes, xylophone, vibraphone, timpani, marimba and glockenspiel.

Trumpet doubling shall be paid by instrument group. If instruments from two groups are played, this constitutes a double:

- 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:

- A Clarinet, Bb Clarinet;
- Any two Saxophones;
- French Horns in any key (except Descant Horn where prescribed by the score);
- Trombones in any key (except Alto Trombone where prescribed by the score);
- Tubas in any key.

24.3 **Substitution Allowance**

Where a Player is required by the Company to play a substitute part, he or she must receive an additional payment for each call as set out in the table below:

Operative Date	January 2017	January 2018	January 2019
Substitution Allowance \$ per call	8.83	9.05	9.33

24.4 **Specialty Entertainments Allowance**

A Player engaged in Speciality Entertainment must be paid the appropriate rate per call as set out in the Agreement, plus 66.66% Speciality Entertainment Allowance.

24.5 **Meal Allowance**

Where two consecutive calls constitute a single performance a meal allowance must be paid as set out in the table below, unless the Company provides a substantial hot meal:

Operative Date	January 2017	January 2018	January 2019
Meal Allowance \$ per call	17.54	tba	tba

24.6 **Stage Band Dress Allowance**

Where a Freelance Player is required to wear costume and/or make-up as part of the performance, he or she must receive an additional payment for each call as set out in the table below:

Operative Date	January 2017	January 2018	January 2019
Stage Band Dress Allowance \$ per call	6.69	6.86	7.06

24.7 **Dress Allowance**

In order to ensure that the Players appear suitably attired when on stage or in the pit, an annual Dress Allowance shall be paid to all permanent musicians who work full-time for the whole year as set out in the table below. Pro rata adjustment will be made for less than full-time Job Share and periods of leave in excess of one month. This allowance shall be included in the first salary payment on return from annual vacation. Seasonal Players shall be paid a Dress Allowance pro-rata on their percentage of a full year's work. The JCC together with the Orchestra Manager shall be responsible for monitoring dress standards.

Operative Date	January 2017	January 2018	January 2019
Dress Allowance \$ per annum	288.87	296.09	304.97

24.8 **Higher Duties Allowances (HDA) - Tutti Players**

- 24.8.1 A Tutti Player required to undertake higher duties as a Concertmaster or Principal is entitled to the greater of
i) the minimum rate applicable to the higher classification of the work undertaken, or
ii) Player's current call rate plus 10% of the base call rate for each call undertaken.
- 24.8.2 A Tutti String Player required to sit number two is entitled to the Player's current call rate plus 10% of the base Section Leader call rate for each call undertaken.

24.9 **Higher Duties Allowances (HDA) - Principal Players**

- 24.9.1 An Associate Principal Player or Principal First Violin Player required to undertake higher duties of a Section Leader, in the event of a vacancy of more than 14 days (including a vacancy which occurs due to a step down), shall be entitled to a higher duties allowance of 5% of the base call rate for each call undertaken.
- 24.9.2 A Principal Player required to undertake duties as Associate Principal shall be entitled to a higher duties allowance of 2% of the base call rate in addition to the Player's current rate of pay for each call undertaken. This Clause does not apply to Principal First Violin Players.
- 24.9.3 A Principal Player required to undertake higher duties as Section Leader shall be entitled to a higher duties allowance of 5% of the base call rate in addition to the Player's current rate of pay for each call undertaken.

24.10 **Higher Duties Covering Allowance (HDCA) – Tutti Players**

- 24.10.1 A Tutti Player whose job description expressly provides that the Player may be required to cover for a Principal Player shall not be entitled to a Higher Duties Covering Allowance. If the Tutti Player's job description does not expressly include a requirement to cover a Principal Player position, agreement to undertake the cover is subject to mutual agreement between the Player and the Company. If the Player agrees to cover a Principal Player position they are entitled to a Higher Duties Covering Allowance of 10% of the base call rate in addition to the Player's current rate of pay, provided that this does not result in the Player receiving more than one Higher Duty payment for any one call.
- 24.10.2 A Tutti Player who covers a Principal Player position and who is called to perform that position at less than 24 hours notice shall for the first performance be entitled to 10% of the base call rate in addition to the HDA applicable to that Principal Player position. For subsequent performances, the HDA for Tutti Players shall apply as per the provisions of Clause 24.8.1.

24.11 Higher Duties Covering Allowance (HDCA) – Principal Players

- 24.11.1 A Principal Player who is required to cover an Associate Principal position is entitled to a Higher Duties Covering Allowance of 2% in addition to the Players current rate of pay.
- 24.11.2 A Principal Player who covers an Associate Principal position and is called to perform that position with less than 24 hours notice shall for the first performance be entitled to a further Higher Duties Covering Allowance of 5% in addition to the Players current rate of pay.

24.12.1 Set up Allowances

- 24.12.1 Where a Player is required to perform extra duties moving or setting up drums or electronic equipment or percussion equipment before or at the conclusion of a call or at any other time, such work as is required for him or her to carry out his or her musical duties must be paid at the rate of one and one half times the appropriate hourly rate, in quarter hour divisors, in addition to his or her normal rate of pay. Additional payment under this clause only applies when the extra duties are performed outside the scheduled time of a call.

24.13 Special Disability Allowance - Sydney Opera House-Car Parking

- 24.13.1 For each week or part thereof, where a Permanent or Seasonal Player who was engaged prior to 1/7/2006 is directed to work at the Sydney Opera House, the Player receives an allowance of \$18.00 per week. Where such a Permanent or Seasonal player uses the SOH car park twice or more in any given week this allowance will be increased from \$18.00 to \$22.00 per week upon production of receipts.
- 24.13.2 The (SDA) allowance is not payable:
- i) in respect of Freelance Players.
 - ii) in any week when a Player is not directed to work at the Sydney Opera House.
 - iii) during periods of leave in excess of one week.
- 24.13.3 A Permanent or Seasonal Player who was engaged after 1/7/2006, or was engaged prior to 1/7/2006 and agrees to permanently forgo the Special Disability Allowance, will be entitled to have 50% of the car park tariff incurred at the Sydney Opera House or Fox Studios carparks reimbursed by the Company. The Parties agree to negotiate further if another rehearsal or performance venue is used on a regular basis.

24.14 Arranging, Orchestrating and Copying Orchestra Parts

- 24.14.1 Where a Player agrees to arrange, orchestrate or copy orchestra parts, the Company will pay the Player an amount not less than the rates recommended by the Music Arrangers' Guild of Australia, Arrangers' and Copyists' Price List, as amended.

24.15 Small Combinations Allowance

- 24.15.1 A Player performing in a combination of fewer than 8 will be paid, in addition to all other normal entitlements, a loading of 33.33% of the entry level salary per call. This does not apply where such a combination is playing as part of an orchestra performance whether in the pit or elsewhere. No Player may be required to perform in a combination of fewer than 8 players independent of an orchestra performance other than voluntarily.

24.16 Solo Fee Payment

- 24.16.1 In the event that the performance of a particular piece of repertoire includes an entire solo work, a solo loading may be payable to the Player/s involved. The amount of the loading is at the discretion of the General Manager Orchestra in consultation with the Artistic Committee. This does not apply in the case of the Concert Master, Co-Concert Master or Associate Concert Master.

24.17 New Year's Eve Allowance

- 24.17.1 Where a NYE general rehearsal is scheduled on the morning of NYE, Players will receive an extra hour and a half at their relevant hourly rate for the performance call.
- 24.17.2 Where a NYE general rehearsal is scheduled:
- i) prior to NYE, no meal allowance will be provided.
 - ii) on the morning of NYE, a lunch and meal voucher will be provided
 - iii) on the afternoon of NYE, no lunch will be provided.
- 24.17.3 Freelance players will be paid at double time for a NYE performance call.

25 CLAIMING OF ALLOWANCES

- 25.1 The Players agree to use their best endeavours to submit all claims for allowance entitlements within six weeks of the end of the run of the relevant opera, ballet or concert in which they were incurred.

26 ADJUSTMENT OF ALLOWANCES

- 26.1 The Allowances set out in this clause shall be adjusted as follows:
- i) Work related allowances set in \$ terms - ie Instrument (clause 24.1), Substitution (clause 24.3) Stage Band Dress (clause 24.6) and Dress (clause 24.7) allowances - will be adjusted annually in line with the percentage increase in the base salary for Permanent Players as set out in clause 21.4.1, and from the same operative date.
 - ii) Reimbursement allowances - ie Meal (clause 24.5) allowances - will be adjusted annually (in December) in respect of the period up to the end of the preceding September Quarter. Increases will relate to the percentage increase in the relevant component of the Consumer Cost Index (All Groups Capital City Average) and will apply from the first pay period in January each year.
 - iii) The Special Disability Allowance applying to Players engaged prior to 1/7/2006 is a grandfathered provision and will not increase.

27 PROVISION AND INSURANCE OF INSTRUMENTS

- 27.1 The Company shall provide the following instruments in good playable condition for the use of the Players of the Opera Australia Orchestra.
- i) Timpani
 - ii) Percussion
 - iii) Harp, Piano, Organ & Keyboards
 - iv) Contrabassoon
 - v) Wagner Tuba
 - vi) Oboe d'amore
 - vii) Bassett Horn
 - viii) Bassett Clarinet in Bb
 - ix) Cimballo
- 27.2 The Company must reimburse 50% of the annual premium paid by a Permanent Player for insurance of instruments owned by him or her and used in carrying out his or her duties, provided that where the Company provides such insurance, reimbursement need not be made. Seasonal Players are entitled to the insurance reimbursement on a pro rata basis.
- 27.3 In the event that the Company agrees to a Player's request for a loan for the purpose of purchasing or upgrading their existing Instrument, the Player agrees to pay any interest incurred by the company in respect of such a loan.

PART 7 WORKING HOURS AND RELATED MATTERS

28 GENERAL

- 28.1 Rostering will be determined by Section Leaders in consultation with the General Manager, Orchestra and/or Orchestra Manager and the section based on 16 calls per fortnight.
- 28.2 The General Manager Orchestra will ensure that an equitable distribution of the workload is maintained across each category and within each section throughout the year. This also applies in the event of a vacancy of more than 14 days (including a vacancy which occurs due to a step down).
- 28.3 The General Manager Orchestra will ensure that parties with an interest in the orchestra's rostering (including but not limited to conductors, performing partners, and producers) are appropriately consulted, consistent with provisions of clause 28.1.
- 28.4 The Company undertakes that the typical work load and scheduling patterns of recent years will not be exceeded, including but not limited to the duration of Sitzproben and Stage Orchestral rehearsals.
- 28.5 The Company will monitor each Player's attendance and work load and make this information available to the Section Leaders and/or JCC Representatives on request.
- 28.6 It is recognised that the total working hours of Players comprise not only the scheduled calls/hours below, but also appropriate practice and preparation time to enable Players to be fully prepared for rehearsal. For permanent and seasonal Players this represents equivalent full time employment.

29 SCHEDULE AND ROSTERS

- 29.1 An annual schedule of calls shall be available to all Permanent/Seasonal Players not less than 3 months prior to each calendar year. The orchestra rehearsal calls set out in the Annual Schedule shall not be changed unless exceptional circumstances arise.
- 29.2 Prior to the issuing of the annual schedule of calls to Players, Player representatives, (drawn from the JCC and Section Leaders) will be briefed about the proposed schedule by the Music Director and/or the General Manager Orchestra. Player representatives will have the opportunity to recommend changes to the orchestra's rehearsal schedule not less than 6 months in advance of the implementation of the schedule.
- 29.3 The Company will distribute not less often than every second Friday an updated schedule of calls for the following fortnight confirming any changes.
- 29.4 In order to provide respite between seasons the Company will:
- i) provide each individual permanent player two free days between each of the Summer Opera, Autumn Ballet, Winter Opera, and Spring Ballet seasons, other than in exceptional circumstances;
 - ii) as far as practicable, roster one week free of calls over the Christmas period.
- A player who agrees to forgo the two day break shall be compensated by one call of TOIL for each days break foregone.
- 29.5 The Parties acknowledge that while performances and General Rehearsals which involve continuous Playing by Players for a period in excess of 2 hours and/or involve a total playing time in excess of 3.5 hours may be scheduled from year to year, they are uncommon within Opera Australia's repertoire. To minimise the risk to the health and safety of Players, the parties agree to the following:
- i) the workloads of particular orchestral sections and individuals shall be monitored to ensure appropriate rostering offsets such a workload;
 - ii) there will be no rehearsals rostered on the morning following performances of such Operas.
 - iii) the scheduling and repertoire programming of the Orchestra for on-stage performances (Concerts) will take into consideration the workloads of Opera repertoire performed during the same period.

29.6 Orchestral Management will review with The Australian Ballet, prior to the start of each Ballet Season, the draft player roster for the ensuing season. This review will be undertaken on a repertoire basis, after taking account of the impact of noise and other respite rostering, with the intention of preventing an onerous number of calls for any Player during the season.

29.7 No Player will be required to play a performance on more than two consecutive New Year's Eves.

Schedule amendments

29.8 Except by agreement between the Player and the Company, a schedule for any day must not be altered with less than 240 hours notice in the case of cancellation of a call, 168 hours notice in the case of the start time of an existing call, and 120 hours notice in the case of the addition of a call.

29.9 Where less than 240 hours notice is given of the cancellation of a call Freelance Players are never-the-less entitled to payment for the call at ordinary time rates. Overtime for Freelance Players arising from a change to the starting time of any call, with less than 168 hours notice, will be paid as described in clause 27.3.

29.10 Where the schedule for any day is changed at less than the required notification periods specified in clause 29.5 a Permanent or Seasonal Player is compensated by deducting any work outside the hours originally scheduled from the Players Annual Worked Call Cap at the rate of time and a half for all affected calls.

29.11 Except by Agreement between the Player and the Company a Schedule for Speciality Entertainment must not be altered with less than 168 hours notice. In the event that such notice is not provided the compensation prescribed in clauses 29.6 and 29.7 shall apply.

30 CALLS, CALL CAPS, AND COVERING

Calls

30.1 Except as provided in this clause, a call shall be 2.5 hours duration and count as a period of 3 hours work inclusive of all intervals and breaks.

30.2 If the actual length of a call is reduced to 2 hours, a rest break as required under sub clause 28.1 need not be provided. In this case the call will still count as a minimum of 3 hours and be paid accordingly.

30.3 A call will be deemed to commence at the starting time as set out in the orchestral schedule. Should any Player not be present through any reason within his or her control, pay may be deducted at pro rata of his or her ordinary rate for the period of such absence.

30.4 A call will be deemed to end when the Players are permitted to leave the pit, stage or rehearsal area.

30.5 The first call on any day must not commence before 10.00 a.m. (except in relation to travel arrangements). Where practicable, schedule permitting, the first call will commence at 10.30 am. During Opera seasons the first call on any Monday must not commence before 1.30 pm.

30.6 In the case of calls for Schools' performances, Short performances and Lunch Hour performances, a maximum of 2 performances may be presented in a 3 hour call provided that each performance is presented at the same venue and neither performance may, unless previously agreed with the affected Players, exceed 75 minutes duration; only 1 performance may be presented if the call is reduced to 2 hours.

30.7 A Seating Call made for seating or sound balance purposes only must not exceed 60 minutes in duration and must not commence more than 1.5 hours prior to a performance. It will be paid as one hour worked for Freelance Players and for Permanent and Seasonal Players 1/3 of a call will be deducted from their Annual Worked Call Cap.

30.8 If a Seating Call commences more than 1.5 hours prior to a performance, it will be treated as a separate call.

- 30.9 A Player required to participate on an Audition Panel or Company Training Session must be paid at the appropriate per call rate provided that 4 hours will count as one 3 hour call which will be deducted from the Annual Worked Call Cap accordingly.
- 30.10 Where the Company requires a Player to travel more than 48 kilometres from the G.P.O in the city in which the employment is based in order to carry out his or her duties, such travel counts as a call. For the purposes of this clause, such travel shall count as a call where the time actually travelled does not exceed 4 hours in the aggregate on any one day. In the event that time actually travelled on any one day exceeds 4 hours; or time actually travelled in addition to time worked on any one day exceeds 7 hours; such additional time travelled (in excess of 4 hours or in excess of 7 hours respectively) must be paid for at the rate of one half of ordinary time, in quarter hour divisors.
- For the purpose of calculating payment under this sub-clause, time actually travelled means the time elapsed between departure from the place of pick up (in the case of coach travel), the railway station (in the case of rail travel), the Company designated check in time in the case of air travel, in the city of departure and the arrival time at the equivalent place in the city of destination, and all comfort stops and refreshment stops.
- 30.11 Mixed calls (ie. rehearsal and performance) must only contain music for rehearsal that is to be performed within the same call.
- 30.12 Sitzproben, Stage Orchestral Rehearsals, General Rehearsals, Orchestra Meetings and Performances will be of a period of up to 3 hours duration inclusive of one 20 minute break without incurring any penalty provided that: Sitzproben must include Principal Vocal Artists or Chorus, or both. In the absence of vocalists, the rehearsal duration must not exceed 2.5 hours with a 15 minute break.

Covering

- 30.13 Covering responsibilities: A Player rostered to cover is required to be on call and available to perform duties, but is not required to be present at the workplace unless called upon by the Company to so attend.
- i. Permanent and Seasonal Players: Where a Player is rostered to cover a call, he or she can be called on to attend that call by the Company up to 30 minutes after the commencement of any call within ordinary working hours;
 - ii. Freelance Players: A Freelance Player shall not be called upon to attend the workplace later than 1 hour before the start time of any call commencing before midday or 2 hours in the case of any call commencing after midday. Where a Freelance player is contracted to only cover, the duties may be varied as specified in 21.6.3 of this Agreement.

Call and Cover caps

- 30.14 The maximum number of calls to be worked and covered on an annual basis for the following classifications of Player are set out in the table below:

PERMANENT AND SEASONAL ANNUAL CALL CAPS				
CLASSIFICATION	ANNUAL PLAYED CALL CAP	ANNUAL NON PLAYED CALL CAP	ANNUAL COVER CALL CAP	TOTAL ANNUAL CALL CAP
Tutti	315	25	64	404
Principal/Associate Principal	285	25	99	409
Section Leader Principal Harp/Timpani	275	25	115	415

- 30.15 The capped calls set out above will be monitored on a seasonal basis for all Permanent and Seasonal Players. All time worked or covered will be deducted as appropriate from either the Annual Worked Call Cap or the Annual Cover Call Cap. Any time worked in addition to the capped number of calls in each calendar year must have consent of both the individual Player and Orchestra Management. Such additional time will be compensated with additional payment as provided in sub clause 32.2

- 30.16 Adjustments to a Player's Annual Call Cap will be made for periods of leave. These adjustments will be made by referring to what would have been the Player's projected rostering of both worked and cover calls for the period of absence and deducting these calls from the relevant Worked Call Cap or Cover Call Cap.
- 30.17 The Annual Call Cap recognises that 16 calls are rostered in any Rolling Fortnight and that on occasions, additional calls have been rostered for work throughout a calendar year to fulfil repertory requirements.
- 30.18 If such additional work to fulfil repertory requirements exceeds 17 calls in a Rolling Fortnight, the rostering of such work will not be undertaken without the prior consent of the relevant Section Leader, the Orchestra Manager and the individual Player concerned. A Permanent or Seasonal Player may refuse to work in excess of 17 calls per Rolling Fortnight. However, should a Player agree to exceed this limit they will be compensated with either Time Off In Lieu or additional payment as per clause 32.2.2. The form of this compensation will be the choice of the Player and will be deducted from the Annual Worked Call Cap.
- 30.19 No Permanent or Seasonal Player will be required to work more than 9 performances per rolling fortnight during the Opera Australia Opera Seasons.
- 30.20 The Parties acknowledge that the pattern of work for OA Orchestra Players is undergoing a process of change as the company implements new business strategies in response to a changing audience demographic. In this context, should it emerge that the 9 performance fortnightly cap restricts the rostering of players to the opera season Played Call Cap, and provided this impacts larger sections of the Orchestra (i.e. String, Brass, Wind Sections), then the company may propose a variation to performance cap limits provided that the affected Section Leader/s and JCC Player representatives are consulted and agree. Such variation will in any case only apply to a season involving a commercial run/musical.
- 30.21 Other than provided for in 30.20 above, a Player may refuse work in excess of 9 performances. However, should a Player agree to exceed this limit they will be compensated with either Time Off In Lieu or additional payment as per clause 32.2.3. The form of this compensation will be the choice of the Player and will be deducted from the Annual Worked Call Cap.
- 30.22 The Parties agree that Worked Calls may be converted to Cover Calls if individual rostering arrangements require it. Such calls shall be deducted from the Annual Worked Call Cap.
- 30.23 Opera Season Call Caps shall apply to all Permanent and Seasonal Players in accordance with the following table. These Call Caps shall be monitored as part of the Permanent and Annual Call Caps.

Season	Played Calls	Worked Cover Calls
Winter Opera (20 Weeks)	111	15
Summer Opera (14 Weeks)	80	10

To facilitate equitable rostering across the Orchestra sections a total of 10 additional Played Calls may be applied to the Winter and Summer Opera Seasons in any one year.

31 BREAKS

- 31.1 Where a call is to continue for more than two hours, a rest break of not less than 15 minutes must be given to Players. This break shall start no later than 1.75 hours after the commencement of the call (except in a General Rehearsal or performance where the normal playing time of an act or work is greater than 1.75 hours but not more than 2.25 hours and only for the purpose of completing the act of the whole work as a single performance). The rest break following an act of more than 1.75 hours shall not be less than 30 minutes.
- 31.2 Except by mutual agreement between the Player and the Company, the first call on any day must not commence within 11 hours of the Player concerned last having performed duty.
- 31.3 Except as provided for in clause 31.7 on a day when an evening performance is scheduled, rehearsal calls are to conclude:

- i) in the case of a morning call, not less than 5.5 hours prior to the commencement of that performance; and
- ii) in the case of an afternoon call, between one and two hours prior to the commencement of that performance.

- 31.4 A break of at least one hour must be observed between calls when two or more calls are scheduled in a day.
- 31.5 Permanent and Seasonal Players must be provided with two days off, consecutive where possible, in each fortnight.
- 31.6 Where travel time extends past 1.00 p.m. on any day of interstate travel, no subsequent requirement for duty may be made of a Player, provided that if, in exceptional circumstances a call is required, such call must be paid at the rate of double time and at least 4 hours must elapse between the termination of travel and the commencement of the call.
- 31.7 General Rehearsals for operas which have a running time of over 3.5 hours need only have a minimum break of 4.75 hours between conclusion of that call and commencement of a second call on the same day.

32 OVERTIME AND TIME OFF IN LIEU

- 32.1.1 For administrative purposes, time worked in excess of any one call will be deducted from the "Annual Worked Call Cap" or "Annual Cover Call Cap" in quarter hour divisors to the next quarter hour.
- 32.1.2 A Player will work reasonable overtime when requested to do so by the company given a minimum of at least 16 hours' notice.
- 32.2 Permanent and Seasonal Players will be compensated for Overtime as in the table below provided that the operation of paragraphs 32.2.1 to 32.2.6 do not result in a Player receiving more than one additional payment or Time Off In Lieu (TOIL) for any one call.

OVERTIME: PERMANENT AND SEASONAL PLAYERS		
32.2.1	Work in excess of a Player's Total Annual Call Cap or Annual Worked Call Cap.	Each such call worked attracts an additional payment at the Player's appropriate call rate.
32.2.2	Work in excess of 17 calls in a Rolling Fortnight	A Player who agrees to work in excess of 17 calls will be compensated by: (i) an additional payment at the Player's appropriate call rate; or (ii) TOIL, at the Player's choice.
32.2.3	Work in excess of 9 performances in a Rolling Fortnight. (Opera Seasons only)	A Player who agrees to work in excess of 9 performances will be compensated by: (i) an additional payment at the Player's appropriate call rate; or (ii) TOIL, at the Player's choice.
32.2.4	Calls worked in excess of 8 consecutive days (including travel days)	A Player who works in excess of 8 consecutive days will be compensated by an additional payment at the Player's appropriate call rate for the 9th and subsequent days until a day off is provided. No Player may be required to work on more than 8 consecutive days on more than 3 occasions in any calendar year.
32.2.5	Work in excess of 2 calls in one day	A Player who agrees to work in excess of 2 calls per day will be compensated by TOIL.
32.2.6	Work in excess of 3 hours in a call	A Player who is required to work in excess of 3 hours in a call as defined in clause 30.12 is entitled to be compensated by having the excess time deducted from Annual Worked Call Cap in quarter hourly divisors to the next quarter hour.

32.2.7	Continuous playing in a General Rehearsal or Performance for a period in excess of 2 hours where such playing constitutes a complete work	A Player who is required to undertake such continuous playing in excess of 2 hours will be compensated by TOIL of one call. Such time off will be rostered as per clause 32.6.1
32.2.8	Total playing time in a General Rehearsal or Performance in excess of 3.5 hours	A Player who is required to undertake a total playing time in excess of 3.5 hours will be compensated by TOIL equivalent to the running time of the Opera, to the nearest half call. (ie 1.5 calls for an Opera of 4.5 hours duration). Such time off will be rostered as per clause 32.6.1

32.2.9 Where a Permanent or Seasonal Player voluntarily agrees to work in excess of 17 calls in a Rolling Fortnight or in excess of 9 performance calls in a Rolling Fortnight to relieve another Player, as a convenience to that Player, the additional payments described above shall not be applicable.

32.3 Freelance Players will be compensated for Overtime as in the table below provided that the operation of this clause does not result in a Player receiving more than one additional payment for any one call.

OVERTIME: FREELANCE PLAYERS		
32.3.1	Work in excess of 2 calls on any day	double time for time worked in excess of the 2 calls.
32.3.2	Work in excess of 10 calls in any week	time and a half for time worked in excess of the 10 calls in a week.
32.3.3	Work in excess of 8 consecutive days including travel days	Players who agree to work in excess of 8 consecutive days will be compensated at double time until the Player has a day off. This will not occur on more than 3 occasions in any year.
32.3.4	Work in excess of 18 calls but not more than 20 per fortnight	time and a half
32.3.5	Work in excess of 20 calls in a fortnight	double time
32.3.6	in excess of three hours in any call	time and a half (with quarter hour divisors) for the excess hours
32.3.7	in excess of 7 hours in any one day	double time for the excess hours
32.3.8	outside the prescribed time of any call	time and a half for such work between 7.00am and midnight; and double time for such work between midnight and 7.00am (calculated to the next quarter of an hour, except for dress rehearsals and performances, in which case time worked is calculated to the nearest quarter of an hour).
32.3.9	work in excess of 13 hours actual time elapsed after the start of a call, including a travel call	time and a half

32.4 By mutual agreement, a Freelance Player may agree to excess work as described in clause 32.3 at single time provided that the additional work is Off Roster.

32.5 **Time Off In Lieu (TOIL)**

32.5.1 Time Off In Lieu (TOIL) accrued by Permanent or Seasonal Players for work:

- i) in excess of any Call Cap or Performance Cap; or
- ii) where a Player is designated "not required"; or
- iii) where the performance is on a Sunday; or

- iv) where the performance is on New Year's Eve;
- v) where a Player agrees to work in excess of 2 calls per day (as per clause 32.2.5);

will be taken at a time agreed between the Player, Section Leader and the Orchestra Manager and will be deducted from the Player's Annual Worked Call Cap. Permanent Player TOIL must be taken within 18 calendar months following the one in which the TOIL was accrued. If it is not taken by this time it will be paid out at the Player's relevant current call rate. Seasonal Player TOIL must be taken during the term of the Player's contract or it will be paid out at the Player's relevant call rate at the termination of their contract of employment.

32.5.2 If a Player's Time Off In Lieu requires a replacement Player, that Player will be a Freelance Player where this is artistically viable, but may need to be another Permanent Player, where they are the designated cover.

32.5.3 In the case of TOIL for Sundays worked, and only where those Sundays are worked in Musical Theatre, it may be agreed with Players (subject to JCC consultation, and orchestra majority vote in favour) that those Sunday TOILs are taken in one block at a designated time of the year free of rehearsal and performance commitments.

32.6 **Time Off In Lieu (Long Operas)**

32.6.1 Rostered Time Off In Lieu for Long Performances and General Rehearsals as per clauses 32.2.7 and 32.2.8 shall be deducted from the Player's Cover Call Cap and Played Call Caps consistent with the average distribution of Cover to Played calls of the Player's related sections in the current years' roster of calls.

32.6.2 Each Performance of an Opera with a total playing time in excess of 3.5 hours shall count as two performances in the Player's rolling fortnightly Performance Cap.

33 **SUNDAYS**

33.1 The first 6 Sundays worked by a Permanent or Seasonal Player within the OA Orchestra in any one calendar year (excluding Easter Sunday) will be compensated for as Time Off In Lieu which will be deducted from the "Annual Worked Call Cap".

33.2 No Permanent or Seasonal Player is required to work more than 8 Sundays in any one calendar year. The 7th and 8th Sunday in any year will be paid as double time.

33.3 A Player may request to work more than 8 Sundays, which will be paid at double time.

33.4 Where calls are scheduled on consecutive Sundays, Permanent or Seasonal Players will be paid double their ordinary time rates for the second and subsequent consecutive Sundays.

33.5 Where requested, Orchestra Management will not unreasonably refuse to roster a Player out of consecutive Sundays. A Player may request to do consecutive Sundays.

33.6 Work undertaken on a Sunday by a Freelance Player must be paid for at double ordinary time rates.

33.7 Players will only be called to work on a Sunday for a performance, which may include a seating call. Not less than 3 months (90 days) notice will be given to Players of any forthcoming Sunday performance.

33.8 No calls may be scheduled on a Monday following a Sunday call if two calls have been worked on the preceding Saturday.

33.9 Overtime worked on a Sunday will be paid for at the rate of double time.

34 **PUBLIC HOLIDAYS**

- 34.1 A Player will be entitled to Public Holidays on Christmas Day, Boxing Day, New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, and all or any other days regarded and observed as holidays in NSW, and any other day which by proclamation or Act of Parliament may be substituted for any of the above mentioned days or may be created a public holiday.
- 34.2 Freelance Players engaged on a Public Holiday must be paid double their ordinary time rates.
- 34.3 Permanent or Seasonal Players must be paid double their ordinary time rates for any public holiday worked in excess of 6 in any calendar year.
- 34.4 A Permanent or Seasonal Player who is not required to work on a day by reason of that day being a Public Holiday must nevertheless be paid for that day as if one call had been worked.
- 34.5 When
- i) Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof must be observed on 27 December;
 - ii) Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof must be observed on 28 December;
 - iii) New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof must be observed on the next Monday.
- 34.6 Another day may be substituted for any Public Holiday in accordance with either of the following procedures:
- i) the Company and an individual Player may agree to substitute another day for that Player; or
 - ii) the Company and the majority of the Players directly affected may agree to substitute another day for all Players. Any such agreement must be in writing and be available to all Players.

PART 8 ATTENDANCE AND LEAVE PROVISIONS

35. LEAVE OF ABSENCE

35.1 If a Player desires leave of absence from a call, he or she must obtain the prior consent of the Company.

35.2 Any such leave of absence will be without pay unless the Player has available an entitlement of payment for:

- Personal Leave (including Sick Leave, Carer's Leave and Compassionate Leave)
- Annual Leave
- Long Service Leave
- Jury Service
- Parental Leave
- Workers' Compensation
- Time Off In Lieu
- Professional Development and Training
- Leave for Industrial Relations Proceedings

35.3 Where a Player is on any type of paid leave of absence the number of calls deducted from the relevant leave entitlement will be calculated in accordance with the following table provided that a Player who is on leave, does not use leave entitlement where they are absent for a call in excess of a defined call cap:

Period of Absence		Deduction from Relevant Leave Entitlement
35.3.1	One complete week	8 calls (24 hours)
35.3.2	Where a Player is absent for less than a complete week and is rostered to play and/or cover up to and including 8 calls	Deduct the number of rostered calls for which the Player is absent
35.3.3	Where a Player is absent for less than a complete week and is rostered to play and/or cover 9 or more calls in that week	i) Where the Player worked and/or covered up to 4 calls in the week where the absence occurred, 8 minus the number of calls worked and/or covered will be deducted. ii) Where the Player worked and/or covered 5 or more calls in the week where the absence occurred, the number of rostered calls actually absent will be deducted.

35.4 Where a Player is on leave all rostered calls shall be deducted from the Player's relevant call caps for the period of absence except where they are on leave for a call in excess of a defined call cap. In the event of a prolonged absence this shall be the Player's projected rostering for the period of absence.

36. ANNUAL LEAVE

36.1 Permanent and Seasonal players are entitled to 4 weeks (96 hours) annual leave for each 12 months of continuous service. Annual Leave accrues on a fortnightly basis and is cumulative from year to year with respect to any accrued annual leave that is not taken in any year. Where any Public Holiday falls within such period of leave then an additional day will be added to the period of leave.

36.2 Annual Leave will be given at the time fixed by the Company after not less than 6 months notice to the Player, or as otherwise mutually agreed, provided that a continuous period of at least two weeks leave must be taken in each leave year.

36.3 The Company may allow Annual Leave to a Player before the right to the leave has accrued. Where leave is taken in such a case, a further period of Annual Leave does not commence to accrue until after the annual leave which has been taken in advance has been fully accrued.

- 36.4 Players will be paid their 4 weeks annual leave at their normal rate of pay (inclusive of instrument allowances) before going on leave.
- 36.5 Annual Leave provided for by this clause must be allowed and must be taken, and except as provided for in this clause, payment must not be made or accepted in lieu of annual leave.
- 36.6 Where a Permanent or Seasonal Player leaves the Company's employment, or the employment is terminated by the Company, the Player will be paid an amount equal to his or her total ordinary pay for the period of untaken accrued annual leave.
- 36.7 Where the employment of a Player, who has gone on annual leave prior to the eligibility for annual leave having fully accrued under this clause, terminates, the Player must reimburse the Company the monetary equivalent of the proportion of annual leave taken for which eligibility is not established under the provisions of this clause at the date of termination.
- 36.8 For the purpose of this clause, service is deemed to be continuous notwithstanding any interruption or termination of the employment by the Company if such interruption or termination has been made merely with the intention of avoiding obligation hereunder in respect of leave of absence.
- 36.9 Each Permanent and Seasonal Player is entitled to "annual leave loading" at the rate of 17.5% of the ordinary weekly rate of pay in addition to their holiday pay. This loading is included in the salary rates as set out in this Agreement.

37. PERSONAL AND COMPASSIONATE LEAVE

37.1 Entitlements

- 37.1.1 A full time Permanent Player is entitled to 24 calls (72 hours) of paid Personal Leave per year. A Seasonal or job share Player is entitled to pro rata paid Personal Leave.
- 37.1.2 Paid Personal Leave is available to a Permanent or Seasonal Players as:
- i) Sick Leave where they are unable to perform their duties on account of personal illness or injury not covered by workers' compensation; or
 - ii) Carer's Leave for the purpose of caring for an immediate family or household member who is sick and requires the Player's care and support.
- 37.1.3 Immediate family includes a spouse of the Player (including former spouse, de facto spouse, former de facto spouse and a person of the same or opposite sex with whom the Player has been living in an established domestic relationship); and a child or an adult child (including an adopted, step or ex-nuptial child), parent, grandparent or sibling of the Player or the Player's spouse.
- 37.1.4 Personal Leave is cumulative from year to year (in regard to any portion of the leave entitlement that is not used in the leave year).

37.2 Personal Leave taken as Sick Leave

- 37.2.1 A Player must, if required by the Company, provide evidence to satisfy the Company that they were unable to work because of illness or personal injury. This requirement does not apply for absences totalling less than 8 calls (24hours) in aggregate in each year of a Player's service.

- 37.2.2 In the event a Player is sick whilst on Annual Leave, and notifies Orchestra Management within a reasonable time, and provides evidence obtained at the time to satisfy the Company of that sickness, they are entitled to substitute sick leave for annual leave for the period of sickness. Provided that:
- i) one complete week shall equal 8 calls;
 - ii) less than a complete week will be accounted for as follows:
 - a) 1 day equals 1 call;
 - b) 2 days equals 3 calls;
 - c) 3 days equals 4 calls;
 - d) 4 days equals 5 calls;
 - e) 5 days equals 7 calls;
 - f) 6 days equals 8 calls;
 - iii) the time of taking any re-credited annual leave must be mutually agreed between the Player and the Company.
- 37.2.3 In the event a Player is medically unfit on Long Service Leave for a continuous period of 5 days or more, and notifies Orchestra Management within a reasonable time, and provides appropriate medical evidence obtained at the time to satisfy the Company of that incapacity, they will have the certified period re-credited to their LSL and their sick leave balance debited for the certified period. This provision will be trialled for the term of this Agreement and will lapse unless agreed for inclusion in any new agreement.

37.3. Compassionate Leave

- 37.3.1 All Permanent and Seasonal Players are entitled up to 6 calls (18 hours) of paid Compassionate Leave for each occasion when a member of the employee's immediate family or household contracts a life threatening illness or personal injury or dies. In exceptional circumstances the Company at its discretion may grant additional leave.
- 37.3.2 Unlike Personal Leave, Compassionate leave is not cumulative.
- 37.3.3 For Freelance Players the entitlement is unpaid. Where possible, Orchestra Management will assist players to access swap arrangements.

38 PARENTAL LEAVE

38.1 Entitlements

- 38.1.1 Permanent and Seasonal Players after 12 months' continuous service, are entitled to 52 weeks' parental leave in relation to the birth or adoption of their child. The 52 weeks is a combined total of parental leave that may be shared between the two parents. In the case of the birth of a child, women may take maternity leave, and men may take paternity leave provided that such leave does not extend beyond the child's first birthday. In the case of the adoption of a child under the age of 5 years, adoption leave may be taken by both women and men but shall not extend beyond one year after the placement of the child.
- 38.1.2 Parental leave is available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
- i) for maternity and paternity leave, an unbroken period of two weeks at the time of the birth of the child;
 - ii) for adoption leave, an unbroken period of up to 3 weeks at the time of placement of the child.
- 38.1.3 The 52 weeks' parental leave is unpaid except for:
- i) up to 12 weeks of the maternity leave taken in relation to birth of a child; and
 - ii) up to 2 weeks of the paternity leave taken in relation to birth of a child.

- 38.1.4 The Company may require a Player seeking Parental Leave to support their application with a certificate from a registered medical practitioner or specialist midwife or a statutory declaration as appropriate, in respect of:
- i) that the Player or the Players spouse/partner is pregnant;
 - ii) the expected date of confinement or the date on which the birth took place;
 - iii) any period of parental leave sought or taken by his or her spouse or partner;
 - iv) that the Player is the primary care-giver;
 - v) that the Player will not engage in any conduct during the period of parental leave inconsistent with the terms and conditions set out in this Agreement.
- 38.1.5 During the period of leave a Player may return to work at any time, if agreed between the Company and the Player. Otherwise a Player may apply on one occasion to change the period of parental leave. In doing so, a Player shall give notice to the Company at least 4 weeks prior to the commencement of the proposed changed arrangements.
- 38.1.6 A Player, or their spouse or de facto partner, may apply for an extension of parental leave for a further 12 months. The request should be in writing and given to the Company at least 4 weeks before the Player's scheduled return date.
- 38.1.7 Where a Public Holiday occurs during a period of paid Parental Leave granted to a Player it is not regarded as part of such leave, and the Company will grant to the Player one call off in lieu thereof to be taken at the conclusion of the leave period. Alternately the number of days paid Parental Leave granted may be reduced by the number of Public Holidays falling during the period of leave. In the event the parental leave is taken at half pay Public Holidays will be paid on a pro-rata basis.
- 38.1.8 Instrument allowances will continue during the full period of paid Parental Leave provided that in the event that Parental Leave is taken at half pay instrument allowances shall continue on a pro-rata basis.
- 38.1.9 Parental Leave will not be regarded as constituting a break in the continuity of the employment of the Player for the purpose of calculating leave and other benefits. Such benefits do not accrue during the period of any unpaid leave.
- 38.1.10 Nothing in this clause shall affect the right of the Player to take and be paid for any annual leave and long service leave, the right to which has accrued at the date of commencement of Parental Leave. By agreement with the Company such leave may be taken in addition to the 52 weeks total parental leave.
- 38.1.11 A Player upon returning to work after Parental Leave shall be entitled to the position which he or she held immediately before proceeding on such leave. In the case of a Player transferred to a safe job in accordance with clause 38.2.4 the Player will be entitled to return to the position the Player held immediately before such transfer.
- 38.1.12 A Player will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from confinement occurring earlier than the presumed date, a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

38.2 Maternity Leave

- 38.2.1 A Player must provide the Company with written notice in advance of the expected date of commencement of maternity leave and the period of leave to be taken. The notice requirements are at least 10 weeks of the expected date of confinement, and at least 4 weeks from the date on which the Player proposes to commence maternity leave.
- 38.2.2 A Player may bring forward the start of her maternity leave within the 6 weeks prior to the expected date of confinement without being required to give the 4 weeks notice specified in clause 38.2.1.
- 38.2.3 Where a Player continues to work within the 6 week period immediately prior to the expected date of birth, or where the Player elects to return to work within 6 weeks after the birth of the child, the Company may require the Player to provide a medical certificate stating that she is fit to work on her normal duties.

- 38.2.4 Where, in the opinion of a registered medical practitioner or specialist midwife, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Player make it inadvisable for the Player to continue at her present work, the Player shall if the Company deems it practical, be transferred to a safe job at the rate and on conditions attaching to that job until the commencement of maternity leave. If the transfer to a safe job is not practicable the Player may elect, or the Company may require the Player to commence Parental Leave.
- 38.2.5 Where the pregnancy of a Player terminates after 28 weeks and she has not commenced maternity leave, she may take unpaid special maternity leave for such period as a registered medical practitioner certifies as necessary. Alternatively, she may take any paid sick leave to which she is entitled, in lieu of, or in addition to, special maternity leave.
- 38.2.6 A Player with less than 12 months service with the Company who becomes pregnant shall be entitled to such leave within the period of her contract as is mutually agreed.

38.3 Paternity leave

- 38.3.1 A Player must provide the Company with at least 10 weeks written notice of the expected date of commencement of any period of Paternity leave and the period of leave to be taken.
- 38.3.2 A Player eligible for paternity leave shall be entitled to an unbroken period of up to two weeks at the confinement of his spouse/partner and a further period of up to 50 weeks in order to be the primary care-giver of a child.

38.4 Adoption leave

- 38.4.1 A Player must provide the Company with at least 10 weeks written notice of the expected date of commencement of any period of Adoption leave and the period of leave to be taken and shall confirm their intention to return to work by written notice to the Company not less than 4 weeks prior to the expiration of their period of Adoption leave.
- 38.4.2 A Player eligible for Adoption leave shall be entitled to an unbroken period of up to 3 weeks at the time of the placement of the child and a further period of up to 49 weeks in order to be the primary care-giver of a child.

39. LONG SERVICE LEAVE

39.1 Entitlements of Permanent Players

- 39.1.1 Every permanent Player who has served 10 years in the employ of the Opera Australia Orchestra is entitled to 13 weeks' (104 calls) long service leave on full pay in respect of that period of 10 years' service. He or she is entitled to a further 1.3 weeks' (10.4 calls) long service leave on full pay in respect of each additional completed year of service.
- 39.1.2 Where any of the period of service of a permanent Player has been on less than a full-time basis (eg because of a job share arrangement) the long service leave to which that Player is entitled in accordance with paragraph 39.1.1 will be adjusted pro rata to the equivalent amount of full-time service the Player has completed. For example, if a player has completed 10 years' service, of which 9 years were full-time and one year was at 50% of full-time, he or she would be entitled to $(9 \times 1.0 + 1 \times 0.5) / 10 = 95\%$ of 104 calls' long service leave (expressed to the nearest whole call), ie. 99 calls' long service leave.
- 39.1.3 In determining the eligibility of a Player for long service leave, the aggregate periods of service of the Player with the Company will be taken into consideration on the following basis. The aggregate length of service of a Player includes any period or periods during which the Player has been absent from duty with pay on annual leave, personal leave, maternity leave or paternity leave or on any other leave as the Company may determine in any particular case; but does not include any period or periods served by a Player:
- i) prior to the Player having voluntarily left his or her employment, or having been dismissed there from for misconduct or for any cause within the Player's own control; or

- ii) prior to the Player's absence from any such employment for any continuous period of 3 months or more (otherwise than on such other leave or in such circumstances as the Company may determine, or by reason of retirement on account of ill health); or
 - i) while on approved leave without pay other than sick leave with a doctor's certificate.
- 39.1.4 The pay to which a Permanent Player is entitled in respect of long service leave is the ordinary rate of pay.
- 39.1.5 Where a Player has completed not less than 10 years of service, and resigns or his or her services are terminated, the Company on the written application of such Player will, in lieu of long service leave with pay, grant him or her payment of a sum equal to the amount of ordinary pay that would have been payable to the Player in respect of:
 - i) the amount of long service leave to which the Player has become entitled
 - ii) less the amount of any long service leave that the Player has actually taken.
- 39.1.6 Where a Player has completed at least 5 but less than 10 years of service, and his or her services are terminated by the employer for any reason other than serious and wilful misconduct or by Player on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the Player, the Company will, notwithstanding other provisions of this Agreement, grant payment to the Player, or the legal representative of a deceased Player, in respect of each complete year of service, a sum equal to the amount of his or her ordinary pay for one tenth of the leave entitlement prescribed by paragraphs 39.1.1 and 39.1.2 for 10 years' service.
- 39.2 Entitlements of Seasonal Players**
- 39.2.1 A Seasonal Player who has an aggregate of 10 years' service is entitled to:
 - i) 13 weeks' (104 calls) long service leave with pay in respect of that 10 years' service and 1.3 weeks (10.4 calls) long service leave with pay in respect of each additional completed year of service;
 - ii) where any of the period of service of a Seasonal Player has been on less than a full-time basis (eg because of a job share arrangement) the long service leave to which that Player is entitled in accordance with paragraph i) will be adjusted pro rata to the equivalent amount of full-time service the Player has completed, in a similar basis to that set out in paragraph 39.1.2.
- 39.2.2 In calculating the aggregate period of service, the following periods are to be excluded:
 - i) all periods prior to a break in service of 3 months or more, in respect of which the approval of the Orchestra Manager is not granted;
 - ii) any other periods specified in paragraph 39.1.3.
- 39.2.3 The pay to which a Seasonal Player is entitled in respect of long service leave is the ordinary rate of pay.
- 39.3 Entitlements of Freelance Players**
- 39.3.1 A Freelance Player who has an aggregate of 10 years' service is entitled to 13 weeks' long service leave with pay in respect of that 10 years' service and 1.3 weeks' long service leave with pay in respect of each additional completed year of service. In calculating the aggregate period of service, the following periods are to be excluded:
 - i) all periods prior to a break in service of 3 months or more, in respect of which the approval of the General Manager Orchestra is not granted;
 - ii) any other periods specified in paragraph 39.1.3.
- 39.3.2 The pay to which any Freelance Player is entitled in respect of any period of long service leave will be computed on the basis of the average number of calls worked per week during the period of recognised service in respect of which leave is granted. Calculation of average number of calls worked per week of recognised service will be as follows:
 - i) Aggregate the number of days spanning each period of engagement from commencement to termination, less any periods not recognised pursuant to paragraph 39.1.3, this being the period of recognised service.
 - ii) Sum the total number of calls worked during the aggregate period of recognised service.
 - iii) Divide the number of days' recognised service by 7 to calculate the number of weeks' recognised service (ie divide i) by 7).

- ii) Divide the total number of calls worked by the number of weeks recognised service (ie divide ii) by iii)), to calculate the average number of calls worked per week of recognised service.

39.3.3 It is recognised that longer term Freelance Players may, in some circumstances, be disadvantaged by rules applying to continuity of service. In the case of a break between 3 and 6 months, where the break is due to OA Orchestra requirements for and rostering of the player involved, the General Manager Orchestra will consider requests to maintain continuity of service, based on consideration of the relevant circumstances.

39.4 Change of employment status

39.4.1 Where a Player changes his or her employment status (ie. between permanent, seasonal and casual employment), the period of employment in each employment status will be taken into account when determining eligibility for long service leave. Where one of the employment periods was as a Freelance Player, the relevant period of service will be the aggregate period of service calculated as provided in paragraph 39.3.2 i).

39.5 Taking of long service leave

39.5.1 The General Manager Orchestra has discretion to approve the taking of any long service leave:

- i) so that the Company will not be unduly affected by the granting of such leave to the Player
- ii) upon application by a Player, on a pro-rata basis at half pay
- iii) for periods of not less than one week (8 calls), except in exceptional circumstances, such as NYE performances.

39.5.2 Long service leave may be applied for and taken on a pro-rata basis at half pay.

39.5.3 Payment for long service leave is payable fortnightly provided that with the consent of the Orchestra Manager the amount of pay due during a period of long service leave may be paid in a lump sum at the commencement of long service leave.

39.5.4 Where a public holiday occurs during a period of long service leave granted to a Player it is not regarded as part of such leave, and the Company will grant to the Player one call off in lieu thereof to be taken at the conclusion of the leave period. Alternately the number of calls' long service leave granted may be reduced by the number of public holidays falling during the period of leave.

40. COMMUNITY SERVICE LEAVE

40.1 Players are entitled to be absent from work in order to perform jury service.

40.2 The Company will reimburse a Player who is summoned to appear and serve on a jury in any court an amount equal to the difference between:

- i) the amount paid in respect of their attendance for such jury service; and
- ii) the amount of the pay they would have received for the ordinary time they would have worked had they not been on jury service.

40.3 A Player who performs voluntary emergency management activity as a registered member of the emergency management body will be entitled to unpaid leave for the activity.

41. LEAVE FOR INDUSTRIAL RELATIONS PROCEEDINGS

41.1 The Company will grant leave without loss of pay to a Player required to attend proceedings under the Fair Work Act, subject to such leave not preventing the Player appearing in a scheduled rehearsal or performance without the prior consent of the Company.

PART 9 TRAVEL, RELOCATION AND RELATED MATTERS

42. TRANSPORT

- 42.1 If any Player is detained at their place of employment by the Company after 11.30 p.m., and is by being so detained, too late to travel by the last train, tram or other form of public conveyance to their home, the Company will pay the Player (upon production of receipts) an allowance equal to the taxi fare from the place of employment to the Player's home. Provided that no reimbursement is payable if the Company provides proper transport to the Player's home.
- 42.2 When a Player is on tour and a call finishes and public transport has ceased to run, they must be paid (upon production of receipts) an allowance equal to the taxi fare from the place of employment to the place where the Player is resident at the time.

43. TRAVELLING

- 43.1 Where a Player is required by the Company to work away from their place of residence the following provisions apply:

43.2 Fares

- 43.2.1 A Player required by the Company to travel will be reimbursed up to the cost to the Company of an economy class air fare or equivalent to the destination. This provision will not apply where the Company provides and the Player elects to use Company-provided transport.

43.3 Accommodation

- 43.3.1 Where the period of travel is one week or less, and the Company does not provide suitable accommodation, an allowance of \$160.16 per night (as at July 2017) is payable.
- 43.3.2 Where the period of travel is more than one week, and the Company does not provide suitable accommodation, an allowance of \$611.01 per week or \$122.19 per night (as at July 2017) is payable. Where this allowance is payable, it should be paid in advance up to a maximum of one week.
- 43.3.3 In lieu of the above provisions, and where the Company offers to provide suitable accommodation, a Player may elect an equivalent cash allowance to that in clause 43.3.2.
- 43.3.4 Where the Company elects not to provide accommodation, and the Player elects to accept reimbursement of the expense of such accommodation, the following maximum limits (as at July 2017) apply:

<u>Destination</u>	<u>Amount from July 2017</u>
Sydney and Melbourne	\$1223.00
Canberra	\$ 1051.00
Adelaide, Hobart, Perth, and Brisbane	\$ 863.13
Other places	\$ 804.59

- 43.3.5 Reimbursement must be made weekly or at such longer intervals as the Company and Player agree and must be made upon presentation by the Player of a receipted account for the accommodation or such other arrangements as are agreed between the Company and the Player.

43.4 Shared accommodation

- 43.4.1 Where the Company and Players agree in writing shared accommodation may be provided by the Company. Where the Company is not providing accommodation and Players agree in writing to share accommodation the reimbursement limits set by this clause must be increased by 25% in respect of such shared accommodation.

A copy of such agreement must be retained by the Company. Where there are special circumstances which the Company considers preclude it from being able to provide suitable accommodation the Company and the Player may agree to shared accommodation without additional payment.

43.5 **Notice of travel to be given**

43.5.1 When any travel in excess of one week in duration is required as much notice as is practicable and at least 14 days notice must be given to Players. Such notices must also include, where the Company is providing accommodation in accordance with this clause, the details of the accommodation to be provided.

43.5.2 The Player must indicate within 14 days of the offer of accommodation whether they propose to accept the offer unless impractical to do so in the circumstances.

43.5.3 Where the Company requires a Freelance Player to go on tour, the employment is deemed to start no later than the time the Player begins to travel on the tour, and to continue at least until they finish travelling on the return from tour.

43.6 **Meals allowance**

43.6.1 A Player required to travel will be paid an allowance as follows:

Operative Date	July 2017	July 2018	July 2019
Meals Allowance	55.53 per night to a max of 277.58 per week	<i>To be updated upon advice on industry increase</i>	<i>To be updated upon advice on industry increase</i>

43.7 **Incidentals allowance**

43.7.1 A Player required to travel will be paid an allowance for incidentals as follows:

Operative Date	July 2017	July 2018	July 2019
Incidentals Allowance	15.13 per night to a max. of 75.77 per week	<i>To be updated upon advice on industry increase</i>	<i>To be updated upon advice on industry increase</i>

43.8 **Travelling allowances**

43.8.1 Where a Player requests and the Company agrees to make their own way from one working venue to another and journeys by car, they will be paid by the Company an allowance equal to the money that would have been paid by the Company on his or her travelling by the form of transport by which the remainder of the Company travels provided that the cost to the Company is no greater than it would have been if all Players used transport provided by the Company.

43.8.2 The Company will allow travel time as set out as follows:

Sydney/Canberra	1 day
Sydney/Melbourne	2 days
Sydney/Brisbane	2 days
Sydney/Adelaide	2 days
Melbourne/Adelaide	1 day
Melbourne/Brisbane	3 days
Melbourne/Canberra	1 day

In all other cases reasonable time as agreed between the Player and the Company must be allowed.

43.8.3 Where a Player agrees at the request of the Company to use his or her own vehicle, the Player must be paid an allowance per kilometre as follows:

Operative Date	July 2017	July 2018	July 2018
Use of own vehicle Allowance	88 cents per km	<i>To be updated upon advice on industry increase</i>	<i>To be updated upon advice on industry increase</i>

- 43.8.4 A Player required to travel to or from an airport must have such travel provided by the Company, or be reimbursed for the cost of such transport to a maximum as follows for any single trip:

Operative Date	July 2017	July 2018	July 2019
Airport Taxi Allowance per trip	39.51	<i>To be updated upon advice on industry increase</i>	<i>To be updated upon advice on industry increase</i>

43.9 **Travel Between Venues**

- 43.9.1 Where back to back calls are scheduled at different venues, a period of 30 minutes travelling time must be allowed. Such travel time will be in addition to a 1 hour meal break. Such travel time will not count as time worked.
- 43.9.2 Where a player is rostered to an evening performance beyond 20kms of the Sydney CBD after a matinee is worked at SOH on the same day, a meal allowance as defined in Clause 24.5 will apply for all players. In addition a 1 hour paid travel call applies for Permanent players only.

43.10 **Transport allowances**

- 43.10.1 The Company must reimburse the reasonable costs of transporting heavy and/or bulky instruments when they are to be used for the purpose of the employment, provided that such reimbursement is not payable where the Company provides transport for the instruments. This provision applies to Freelance, Permanent and Seasonal Players. When a Player is on tour, this provision includes the reimbursement of the cost of transporting the instrument between the airport, railway station or bus terminal, the Player's place of residence and the venue at which the orchestra is rehearsing or performing.

43.11 **Adjustment of Travel Allowances**

- 43.11.1 The allowances set out in this clause will be reviewed annually in July of each year in line with the adjustment of industry travel allowances under the LPA Award. Such increases will apply from the beginning of the first pay period to commence on or after the 1st of July of each year of this Agreement.

44. **RELOCATION**

- 44.1 Where, as a consequence of employment, a Player is required by the Company to move to a town or a city other than that in which the Player normally resides, they will be paid a relocation allowance at the rates specified in clause 43.3.2 for 3 weeks from the date of arrival. In the case of a tour, the provisions of clause 43.3.1 apply for the period of the tour.
- 44.2 Travel from home: Where a Permanent or Seasonal Player's home at the time of engagement is outside a 48 kilometre radius of the city in which the orchestra for which they are engaged is stationed, the Company will reimburse the Player's fare to such city at the commencement of the engagement and their return fare at the conclusion of the engagement. The provision of a return fare does not apply to a Player who has passed their trial period and accepted a permanent position in the Orchestra.

PART 10 WORK HEALTH AND SAFETY

45. SAFETY

- 45.1 The OA Orchestra Work Health and Safety Policy is set out in Schedule 6 to this Agreement.
- 45.2 Implementation of the Work Health and Safety policy will be supported by the Company's Work Health and Safety Management system, comprising policies and procedures to prevent injury, and to deal with incidents and workplace injury.

46 PLAYER FACILITIES

- 46.1 Player representatives will have access to a meeting venue and administrative facilities to prepare for Committee meetings and to circulate information arising from such meetings.
- 46.2 The Company shall ensure the provision of 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.

47. WORKERS COMPENSATION

- 47.1 Should a Player meet with an accident at their place of employment and is subject to and qualifies for compensation under the relevant workers' compensation legislation in force in the relevant State, a Player is entitled to have the amount received by way of compensation increased by the Company to the amount of the Player's annualised weekly rate at the time of the accident. The payment to be made by the Company to the Player is limited to a maximum period of 26 weeks.
- 47.2 Freelance Players make-up pay will be based on the number of hours worked per week over the previous 12 months with the Company or if less than 12 months the average for the time worked. The rate to be paid is the appropriate ordinary rate of pay.

48 COUNSELLING

- 48.1 The Company is a party to the arts consortium Employee Counselling Program, which provides professional counselling and related support services free of charge to players and members of their family.
- 48.2 This program provides a confidential counselling service at no charge to any staff member who may be seeking advice (including retirement planning) or experiencing personal difficulties either at home or in the workplace. This service also extends to immediate family members.

PART 11 AGREEMENT COMPLIANCE

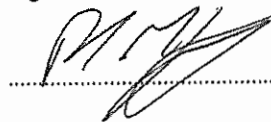
49. TIME AND WAGES RECORD

- 49.1 If a Player or his or her authorised representative suspects that a breach of this Agreement has been committed, all time and wages records of that Player will be made available for inspection by the Player or an authorised Player representative, during the usual office hours at the Company's office.
- 49.2 The person or persons making such an inspection shall be entitled to take a copy of entry in the time and wages record relating to the suspected breach of this Agreement.

50. DISPLAY OF AGREEMENT

- 50.1 A copy of this Agreement will be made available electronically on the Company's intranet and/or shared drive, and also in hard copy at Company Office or at Orchestra Management offices.
- 50.2 The Company will allow an authorised Player Representative to display Player notices on the noticeboard at the Company's premises.

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



Name - Paul Murphy

CHIEF EXECUTIVE (Title)

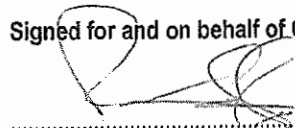
Witness 

Dated 1/3/18

Name - Victoria Houston

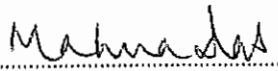
Address - 245 Chalmers Street, Redfern NSW 2016

Signed for and on behalf of Opera Australia



Name - Rory Jeffes

Chief Executive Officer (Title)

Witness 

Dated 28/2/2018

Name - Mahua Das

Address - 480 Elizabeth Street, Surry Hills NSW 2010

SCHEDULE 1 CLASSIFICATIONS AND PERMANENT POSITIONS

1. KEY TO CLASSIFICATION

Orchestra positions comprise the following classifications:

CLASSIFICATION UNDER THIS AGREEMENT
Section Leader/Principal; Principal Timpani, Principal Harp, Deputy Concertmaster
Associate Principal, Principal 3rd (Winds/Brass); Principal Piccolo/Cor Anglais/Bass Clarinet/Contra Bassoon/Bass Trombone/Tuba, Principal 1 st Violins, Assistant Principal Cello (appointed prior to 1999)
Tutti Player

2. KEY TO INSTRUMENT FAMILIES

INSTRUMENT FAMILIES	
FLUTE Piccolo Alto Flute	BASSOON Contrabassoon
OBOE Cor Anglais	HORN Wagner Tuba French Horn
CLARINET A Clarinet Bb Clarinet C Clarinet Eb Clarinet Bassett Horn Bass Clarinet Bassett Clarinet	TRUMPET Bb Trumpet C Trumpet D Trumpet Piccolo Trumpet Rotary Valve Trumpet Flugel Horn Cornet
TROMBONE Bass Trombone Alto Trombone Bass Trumpet	PERCUSSION Drumkit Timpani

3. ORCHESTRAL ESTABLISHMENT

3.1 Permanent positions

The OA Orchestra will consist of not less than 69 full-time positions comprising of:

<u>NUMBER OF POSITIONS</u>	<u>POSITION</u>	<u>INSTRUMENT</u>
1	Concertmaster	Violin 1
1	Associate Concertmaster	Violin 1
1	Deputy Concertmaster	Violin 1
2	Principal	Violin 1
1	Section Leader/Principal	Violin II
1	Associate Principal	Violin II
11	Tutti	Violin
1	Section Leader/Principal	Viola
1	Associate Principal	Viola
5	Tutti	Viola

1	Section Leader/Principal	Cello
1	Associate Principal	Cello
1	Assistant Principal	Cello
3	Tutti	Cello
1	Section Leader/Principal	Double Bass
1	Associate Principal	Double Bass
2	Tutti	Double Bass
1	Section Leader/Principal	Flute
1	Associate Principal	Flute
1	Tutti	Flute
1	Principal	Piccolo
1	Section Leader/Principal	Oboe
<u>NUMBER OF POSITIONS</u>	<u>POSITION</u>	<u>INSTRUMENT</u>
1	Associate Principal	Oboe
1	Tutti	Oboe
1	Principal	Cor Anglais
1	Section Leader/Principal	Clarinet
1	Associate Principal	Clarinet
1	Tutti	Clarinet
1	Principal	Bass Clarinet
1	Section Leader/Principal	Bassoon
1	Associate Principal	Bassoon
1	Tutti	Bassoon
1	Section Leader/Principal	Horn
1	Associate Principal	Horn
2	Tutti	Horn
1	Principal	3rd Horn
1	Section Leader/Principal	Trumpet
1	Associate Principal	Trumpet
1	Tutti	Trumpet
1	Principal	3rd Trumpet /Cornet
1	Section Leader/Principal	Trombone
1	Associate Principal	Trombone
1	Tutti	Trombone
1	Principal	Bass Trombone
1	Principal	Tuba
1	Section Leader/Principal	Percussion
1	Associate Principal	Percussion
1	Associate Principal	Timpani/Percussion
1	Principal	Timpani
1	Principal	Harp
69		

3.2 Filling of vacant positions

3.2.1 The Company will allocate appropriate resources and conduct auditions and trials for the following positions:

Calendar years 2017 - 2019: Principal Horn, Associate Principal Viola, Principal Bass Clarinet, Principal English Horn

With regard to the Budget constraint of 62 Permanent Positions, and as agreed with Artistic Committee, recruitment priority will be given to Section Leader vacancies that occur during the life of this Agreement.

By mutual and written agreement, following consultation at the JCC and having regard to recommendations of the Artistic Committee, the order or sequence set out above may be altered, or alternative positions for audition and trial substituted.

- 3.2.2 Should an audition or trial for one of the positions above be unsuccessful, the next position in the order will be auditioned, or the same position will be re-auditioned, or an alternative position will be auditioned, as agreed by the Company and the Artistic Committee.
- 3.2.3 In the event that a current player resigns, auditions for the position will be advertised in line with clause 2.2 of the Audition and Appointment policy at schedule 3 of this Agreement. In the event that the initial audition is unsuccessful, a second audition will take place within 18 months of the position becoming vacant.
- 3.2.4 Subject to the provisions of this agreement, the Company will offer immediate permanent employment to each player who satisfactorily completes the trial for the positions set out above or an alternative position if substituted by mutual agreement.

3.3 **Commitment**

- 3.3.1 The Company is committed to the principle of expanding the orchestra's establishment strength from 69 to 85 full-time Players. An orchestra of 85 Players would provide the ideal strength to sustain the repertoire needs of Australia's national opera company. This is in line with international and local audience expectations and the pursuit of standards of excellence.
- 3.3.2 The implementation of an increase in the size of the orchestra, or changes in the responsibilities of positions, will involve full consultation with the JCC, the relevant section, and the particular Players affected by these changes.
- 3.3.3 The Company will continue to seek an increase in the orchestra's base funding to accommodate the expansion to 85 Players, as follows.

Instrumental Section	Current Section Strength	Additional Players	Section Strength at 85
Flutes	4		4
Oboes	4		4
Clarinets	4		4
Bassoons	3	1	4
Horns	5	1	6
Trumpets	4		4
Trombones	4		4
Tuba	1		1
Timpani	1		1
Percussion	3	1	4
Harp	1		1
Violins	18	8	26
Violas	7	1	8
Cellos	6	2	8
Double Bass	4	2	6
TOTAL	69	16	85

The nature of any 4th Bassoon Player position will be determined by the Parties during the life of this Agreement.
(The Contra-Bassoon shall be a Principal Instrument)

- 3.3.4 The timing and order of additional appointments will be determined by the Associate/Music Director and the General Manager Orchestra in consultation with the Artistic Committee and the section concerned.

4. JOB DESCRIPTIONS

4.1 TUTTI PLAYERS

General duties and work requirements are to:

- a) play the instrument/s for which the Player was auditioned;
- b) play any instrument in the relevant family of instruments as defined in clause .2 provided that:
 - i) there is a doubling part and the Player was auditioned on the relevant instrument(s), or
 - ii) the Player is willing and has a recognised professional level of competence, or
 - iii) the Player is willing and provided that the Player's artistic standards are not compromised;
- c) provided that the artistic standards of the orchestra are not compromised, a Tutti Player shall:
 - i) perform higher duties if willing;
 - ii) play in combinations of 8 or less if willing;
 - iii) play "off-stage" and/or "onstage" situations if circumstances are deemed reasonable to do so by the Section Leader and the Conductor/Music Director, provided that the Player's artistic standards are not compromised.
- d) undertake preparation of relevant parts in advance of the first rehearsal;
- e) rehearse, perform and cover relevant parts as required;
- f) mark parts and convey all relevant information consistent with the Section Leader's instructions, in a concise and timely manner;
- g) maintain a fully professional appearance and behaviour while on duty;
- h) participate in the relevant musical responsibilities of the section;
- i) follow the directions of the Section Leader in all matters relating to style, ensemble, intonation, articulation and bowing (as relevant) and seating;
- j) participate in auditions, trial assessment meetings, and Consultative, Orchestral and Artistic meetings as required;
- k) not unreasonably refuse to be available for meetings with management and colleagues to discuss job-related issues;
- l) undertake promotional activities consistent with the Player's capacity as a professional musician and as agreed.
- m) provide instruments and accessories of a professional standard unless otherwise provided for in this Agreement.

4.2 Tutti String Players

Tutti String Players shall be required to play only in their relevant section. Permanently employed players shall normally sit in front of casually employed players but this shall not negate the responsibility of the Principal(s), the Concertmaster(s) and/or the Music Director to determine whenever necessary the seating of a section. Any Tutti String Player must play in any position in the section (except in a chair covered by a Principal) without additional remuneration and whenever requested to do so, must follow the performance directions of the Principal(s), Concertmaster(s) and Conductor(s) and accept instructions and performance feedback from Principal(s), Concertmaster(s) and Conductor(s).

4.3 Individual work Schedule/Rostering

The annual work schedule for each Player as stipulated by this Agreement shall be administered by the Section Leader/ Principals in consultation with the section and the Orchestra Manager.

4.4 Tutti Wind and Brass Players

Where auditioned for such instruments Tutti Wind and Brass Players shall be required to provide the instruments in accordance with the following table:

Tutti	Additional Family Instrument
Flute	Piccolo
Oboe	Cor Anglais

Clarinet	Bass Clarinet, Eb Clarinet
Trombone	Bass Trombone
Trumpet	Bb or C Trumpet, D or Piccolo Trumpet and Cornet

Subject to the following conditions and in order to contribute to a balanced workload across the section Tutti Wind and Brass Players shall be required to cover the following Principal positions without additional payment unless the Principal is absent for more than 14 days.

Tutti Player Position	Principal Position
Flute	Principal Piccolo provided that it is indicated in a Flute part
Oboe	Principal Cor Anglais as directed by the Section Leader/Principal Oboe
Clarinet	Principal Bass Clarinet as directed by the Section Leader/Principal Clarinet
Bassoon	Principal Contra Bassoon as directed by the Section Leader/Principal Bassoon
Horn	Principal 3rd Horn or Principal Horn as "bumper" as directed by the Section Leader/Principal Horn

Tutti Player Position	Principal Position
Trumpet	Principal 3rd Trumpet or Principal Trumpet as "bumper" as directed by the Section Leader/Principal Trumpet
Trombone	Principal Bass Trombone but not Alto Trombone

4.5 **Tutti Bassoon**

In addition to the duties of Tutti Players, the Tutti Bassoon shall:

- i) contribute to the maintenance and stability of the intonation in the Woodwind Section in consultation with the duty Principal Bassoon.
- ii) be paid higher duties in accordance with the provisions for Tutti Players when performing or covering a Contra Bassoon part.

5. **PRINCIPAL PLAYERS**

5.1 In addition to the duties of Tutti Players, the Principal Piccolo shall:

- i) play piccolo;
- ii) play in any section position where the composer has written a Piccolo doubling part;
- iii) play 3rd or 4th flute if not otherwise playing Piccolo;
- iv) subject to consultation and agreement within the section, play 1st or 2nd flute in order to contribute to a balanced workload across the section.

5.2 In addition to the duties of Tutti Players, the Principal Cor Anglais shall:

- i) play Cor Anglais;
- ii) play in any section position where the composer has written a Cor Anglais doubling part;
- iii) play 3rd or 4th oboe if not otherwise playing Cor Anglais;
- iv) subject to consultation and agreement within the section, play 1st or 2nd oboe in order to contribute to a balanced workload across the section.

5.3 In addition to the duties of Tutti Players, the Principal Bass Clarinet shall:

- i) play Bass Clarinet;
- ii) play in any section position where the composer has written a Bass Clarinet doubling part;
- iii) play 3rd or 4th clarinet if not otherwise playing Bass Clarinet;

- iv) subject to consultation and agreement within the section, play 1st or 2nd clarinet in order to contribute to a balanced workload across the section.
- 5.4 In addition to the duties of Tutti Players, the Principal Contrabassoon shall:
- i) play Contrabassoon;
 - ii) play in any section position where the composer has written a Contrabassoon doubling part;
 - iii) play 3rd or 4th bassoon if not otherwise playing Contrabassoon;
 - iv) subject to consultation and agreement within the section, play 1st or 2nd bassoon in order to contribute to a balanced workload across the section.
- 5.5 In addition to the duties of Tutti Players, the Principal 1st Violin(s) shall:
- i) sit in position 2,3 or 4 or where directed by the Music Director;
 - ii) when sitting in position 2 assume the responsibilities of Associate Concertmaster;
 - iii) be prepared to lead if needed, given adequate notice for preparation, at the direction of the Music Director, Concertmaster or Orchestra Manager;
 - iv) when leading, assume the duties of Concertmaster.
- 5.6 In addition to the duties of Tutti Players, the Principal 3rd Trumpet shall:
- i) play 3rd Trumpet
 - ii) play any Trumpet or Cornet part including Principal as directed by the Section Leader
 - iii) play Bb, C, D, Piccolo trumpets and Cornet
 - iv) provide either Bb or C trumpet and D or Piccolo trumpet and Cornet
- 5.7 In addition to the duties of Tutti Players, the Principal Bass Trombone shall:
- i) play Bass Trombone;
 - ii) play in any section position where the composer has written a Bass Trombone doubling part;
 - iii) play 3rd or 4th trombone if not otherwise playing Bass Trombone;
- 5.8 In addition to the duties of Tutti Players, the Principal 3rd Horn shall:
- i) play 1st horn as directed by the Section Leader;
 - ii) play wagner tuba if this instrument is provided for in the score;
 - iii) subject to consultation and agreement within the section, play 2nd or 4th horn in order to contribute to a balanced workload across the section.
- 5.9 In addition to the duties of Tutti Players, the Principal Tuba shall:
- i) assume the responsibilities of Section Leader with regard to deployment of parts when two or more Tubas are required;
 - ii) play on the most suitable instrument available, parts written for Ophecleide, and Cimbasso.
- 5.10 In addition to the duties of Tutti Players, the Principal Timpani shall:
- i) assume the responsibilities of Section Leader with regard to deployment of parts where two or more sets of Timpani are required;
 - ii) advise the Orchestra Manager on the choice of Timpani Players to be employed on a casual basis;
 - iii) may be required to play non keyboard percussion parts/instruments if willing.
- 5.11 In addition to the duties of Tutti Players, the Principal Harp shall:
- i) assume the responsibilities of Section Leader with regard to deployment of parts where two or more Harps are required;
 - ii) advise the Orchestra Manager on the choice of Harp Players to be employed on a casual basis.

6 ASSISTANT PRINCIPAL PLAYERS

In addition to the duties of Tutti Players, the Assistant Principal Players shall:

- i) assist the Section Principal in managing the section and preparing parts;
- ii) share the musical responsibilities of the section and lead the section when required;
- iii) in the case of the strings, sit on the front desk or in another position as required;
- iv) cover the Section Leader in the absence of the Associate Principal for all programs except those that have been agreed upon in advance;
- v) be paid higher duties in accordance with the provisions for Associate Principal Players.

7 ASSOCIATE PRINCIPAL PLAYERS/PRINCIPAL 1st VIOLINS

7.1 In addition to the duties of Tutti Players, the Associate Principal Players and Principal 1st Violins will:

- i) prepare and play relevant solos;
- ii) assist the Section Principal in managing the section and preparing parts;
- iii) share the musical responsibilities of the section and lead the section when required;
- iv) in the case of the strings, sit on the front desk or in another position as required.
- v) cover the Section Leader for all programs except those that have been agreed in advance.

7.2 Associate Principal wind and brass players, shall play section parts and additional instruments in accordance with the following table;

Associate Principal Instrument	Additional Part
Flute	play tutti Flute and/or Piccolo if indicated in the Flute part.
Oboe	play tutti Oboe and/or Cor Anglais if indicated in the Oboe part.
Clarinet	play tutti Clarinet and/or Eb clarinet and/or Bassett Horn the latter when deemed reasonable to do so
Bassoon	play tutti Bassoon
French Horn	play Principal 3rd Horn and/or Wagner Tuba if called for in the score.
Trumpet	may be required to play any other Trumpet part, play Bb, C, D, Piccolo Trumpets and Cornet, provide either Bb or C Trumpet and D or Piccolo Trumpet and Cornet.
Trombone	play any Trombone Part other than Bass Trombone and play Alto Trombone if indicated in the score and deemed reasonable by the Player.

7.3 In addition to the duties of Associate Principal Players, the Associate Principal Timpani will:

- i) assume the responsibilities of Principal Timpani in order to contribute to a balanced workload across the Timpani/Percussion section;
- ii) play Percussion parts as directed by the Percussion Section Leader.

7.4 In addition to the duties of Associate Principal Players, the Associate Principal Percussion will:

- i) play Percussion parts as directed by the Section Leader;
- ii) in order to contribute to a balanced workload across the section, and with appropriate consultation, play specialist instruments or parts eg. Timpani & Drum Kit, as directed by the Section Leader.

8. SECTION LEADER/PRINCIPAL (except First violins)

8.1 In addition to the duties of Tutti Players, Section Leader/Principal Players shall:

- i) prepare and play the first part of the section and relevant repertoire solos;
- ii) lead and direct the section;
- iii) take responsibility for the style, intonation, balance, ensemble, rhythm and preparation of the section;
- iv) in the case of String Principals, prepare the 1st desk part with bowings and other markings from Concertmaster's part;
- v) play other parts from time to time in an emergency (when all other Players of the relevant section currently employed have been contacted), or at their discretion. String section leaders are not required to play in any other position than to which they have been appointed other than for covering purposes in a rehearsal situation;
- vi) take responsibility, in the first instance, for the general discipline of the section;
- vii) take responsibility, in the first instance, for rostering the section, ensuring that appropriate input is received from section members and due consideration is given to artistic standards;
In string sections, take responsibility for seat allocation to ensure fair and equitable rotation of seating positions;

- viii) prepare suitable audition material for auditions and casual assessments relevant to the section and consult with management on the engagement of Freelance Players;
- ix) cover the Associate Principal for all programs except those that have been agreed in advance.

8.2 In the case of the following Section Leader/Principal wind and brass, play additional instruments in accordance with the following table;

Section Leader/Principal Instrument	Additional Instrument
Flute	Piccolo if indicated in the 1st Flute part.
Oboe	Cor Anglais if indicated in the 1st Oboe part.
Clarinet	E♭ clarinet and/or Bassett Horn when deemed reasonable
French Horn	Wagner Tuba if called for in the score.
Trumpet	Play B♭, C, D, Piccolo trumpets and Cornet, provide either a B♭ or C trumpet and D or Piccolo trumpet and Cornet
Trombone	Play Alto Trombone if indicated in the score and deemed reasonable by the Player

9. DEPUTY CONCERTMASTER

In addition to the duties of Tutti Players, the Deputy Concertmaster shall:

- i) sit in position 2,3 or 4 or where directed by the Concertmaster;
- ii) when sitting in position 2 assume the responsibilities of Associate Concertmaster;
- iii) prepare and play relevant solos;
- iv) assist the Concertmaster in managing the section and preparing parts;
- v) may be required to lead as needed;
- vi) when leading to assume the responsibilities of Concertmaster;
- vii) liaise with the Concertmaster(s) on all matters relevant to the performance of his or her duties.

10. ASSOCIATE CONCERTMASTER

In addition to the duties of Tutti Players and Section Leader/Principal Players, the Associate Concertmaster shall:

- i) sit next to the Concertmaster or in other positions as agreed with the Concertmaster;
- ii) lead the orchestra and assume the performing duties of Concertmaster in his or her absence or as required;
- iii) prepare and play relevant repertoire solos in consultation with the Concertmaster;
- iv) be available to cover for the Concertmaster in an emergency for all programs whether or not rostered for the program;
- v) take responsibility for tuning the orchestra when required by the Concertmaster.
- vi) assist the Concertmaster in managing the section and preparing parts;

11. CONCERTMASTER AND CO-CONCERTMASTER

In addition to the duties of the Associate Concertmaster, the Concertmaster(s) shall:

- i) oversee and participate in all activities of the orchestra as agreed with Management;
- ii) lead the orchestra;
- iii) prepare bowings for the first violins and consult with other string Section Principals for appropriate bowings;
- iv) prepare and play relevant repertoire solos;
- v) take responsibility for tuning the orchestra;
- vi) consult with the Conductor on musical and artistic matters;
- vii) maintain a fully professional appearance and behaviour while performing and rehearsing;

- viii) participate in auditions, trial assessment meetings, consultative, orchestral and artistic meetings as required;
- ix) not unreasonably refuse to be available for meetings with management and colleagues to discuss job-related issues;
- x) undertake promotional activities as agreed;
- xi) meet with management to discuss artistic, program and administrative matters;
- xii) take responsibility for rostering and allocation of seating for the first violin section;
- xiii) consult with section members as appropriate;
- xiv) take responsibility for general orchestral discipline;
- xv) conduct the orchestra as agreed with Orchestra Management.

SCHEDULE 2 ORCHESTRA CONSULTATIVE COMMITTEES

1. Players' Committee

- 1.1 OA Orchestra Players' Committee or Players' Committee means a committee elected under its rules of Association to discuss issues related to the activities, functions and employment environment of the OA Orchestra.
- 1.2 The Players' Committee Executive means the President, Vice-President, Secretary of the OA Orchestra Players' Committee.
- 1.3 JCC representatives are drawn from the Players' Committee.

2. Artistic Committee

- 2.1 The Artistic Committee will consist of:
- i) the Artistic Director or Head of Music (or equivalent)
 - ii) the Concert Master and Associate Concert Master
 - iii) two members of the string section
 - iv) one member each of the brass, woodwind, percussion/harp section
 - v) the President of the Players' Committee
 - vi) a Player JCC representative
- 2.2 In relation to artistic matters, the Artistic Committee will be responsible for:
- i) consulting with the Music Director or Head of Music to ascertain their expectations of required performance standards;
 - ii) encouraging the orchestra to work towards and maintain such a standard;
 - iii) discussing programs, guest conductors and soloists and any appointment or re-appointment of principal guest conductors;
 - iii) consulting with the Head of Music, Concertmaster(s) and Principals, as appropriate;
 - iv) encouraging regular performance feedback in a sensitive and confidential manner through the normal channels of practical musical responsibility, including the Music Director, Head of Music , Concertmaster(s) and/or Principal(s)¹, and according to Part 5 of the Agreement.
 - vi) Contributing to performance standard assessments of individual musicians under the "loss of proficiency" assessment process, as per Part 5 and Schedule 4 of the Agreement.
- 2.3 Player Representatives to the Artistic Committee will be drawn from the permanent members of the OA Orchestra. The President of the Players' Committee and the Orchestral JCC representatives are non voting members and will be responsible for the calling of nominations and the execution of any ballot.
- 2.4 The Player JCC representatives will be responsible for chairing the meeting, taking minutes, assisting in the preparation of the Agenda. The confidentiality of any individual musicians discussed will be respected.
- 2.5 The Artistic Committee will have an obligation to inform and consult with the JCC and the Players of the OA Orchestra, as appropriate.

3. Opera Australia Orchestra Joint Consultative Committee

- 3.1 Opera Australia Orchestra Joint Consultative Committee or "JCC" means a committee established in the workplace, consisting of management and Players as defined by the Constitution of the Opera Australia Orchestra's Joint Consultative Committee.
- 3.2 The JCC will provide the forum for dealing with the quality, viability, efficiency and operational needs of the OA Orchestra as a whole including the monitoring of orchestral standards and artistic goals. The OA Orchestra will

¹ unless otherwise stated, the term "Principal(s)" includes Section Leaders, Principals (incl Concertmasters), Associate and Assistant Principals

be kept informed of the activities of the JCC and of any JCC Working Parties/Sub-Committees. JCC Report-Backs to the OA Orchestra Players will be included in the published Orchestral Schedule and will be deducted from the Annual Worked Call Cap.

4 Performance Assessment Committee

4.1 The Performance Assessment Committee means a committee comprised of:

- i) the Music Director (non-voting member)
- ii) the General Manager Orchestra (non-voting member)
- iii) the Concertmaster
- iv) the Associate Concertmaster
- v) two other members of the string section elected by secret ballot of all permanent string Players
- vi) one member of the brass section elected by secret ballot of all permanent brass Players
- vii) one member of the woodwind section elected by secret ballot of all permanent woodwind Players
- viii) one member of the Percussion or Harp sections elected by secret ballot of all permanent percussion and harp Players
- ix) three Player JCC Representatives elected by the player JCC Representatives.

4.2 The Player members specified in paragraphs (v) to (ix), above, will be elected by secret ballot conducted by the OA Orchestra Players' Committee Executive.

4.3 The Performance Assessment Committee will be responsible for:

- i) contributing to performance standard assessments of individual Players as required by the "loss of proficiency" assessment process;
- ii) ensuring that performance feedback is substantiated, specific, encouraging and containing specific suggestions and possibilities for rectifying perceived problems;
- iii) assessing the need for counselling, such counselling to be provided at no cost to the Player;
- iv) balancing nature of performance feedback with adequate accountability and documentation of the process.

4.4 The Performance Assessment Committee will be convened at the direction of the Music Director.

5. OA Orchestra WHS Action Group

5.1 The OA Orchestra WHS Action Group means a sub-committee of the JCC consisting of, at the least, the Orchestral Operations Manager and both elected OH&S representatives of the Players' Committee.

5.2 The OA Orchestra WHS Action Group will be responsible for:

- i) addressing all WHS issues and concerns brought forward through the JCC and Players' Committee and their representatives;
- ii) prioritising WHS issues and make recommendations for action to the JCC;
- iii) reporting on the progress of WHS issues within the OA Orchestra to the JCC, and to the company's WHS Committee.
- iv) referring unresolved matters to the company's WHS Committee for consideration and advice for resolution.

SCHEDULE 3 AUDITION AND APPOINTMENT POLICY

1. SELECTION CRITERIA

- 1.1 The primary criterion in the selection of Players for all positions will be playing ability considered in conjunction with the relevant job description.
- 1.2 Attributes that will be assessed by the audition process relate to performance standard and include rhythm, intonation, stylistic correctness, general musicianship, sound production and the compatibility of the sound with that of the section.
- 1.3 Attributes that will be assessed by the trial process will include those of the audition process and in addition:
- i) Performance Standard: including knowledge of the repertoire, the ability to follow a conductor, the ability to adjust intonation so as to conform with the section, the ability to perform under performance conditions, the ability to learn repertoire quickly, preparation of work prior to rehearsal, sight-reading and possession or access to an instrument of appropriate standard;
 - ii) Ensemble: including the ability to play in rhythmic ensemble with the Section Leader, the ability to blend in with the section and to demonstrate a flexibility of performance approach;
 - iii) Compatibility: including the ability to be a friendly and co-operative member of a team, reliability and punctuality, a dedication and commitment to artistic excellence and the aspirations of the Company, the ability to accept direction, a preparedness to participate in non-performing activities, and appropriate standards of personal presentation for rehearsals and performances.
For Principal positions, the ability to lead the section and earn the respect of section members, and the ability to organise and direct the section.

2. GUIDELINES FOR AUDITIONS AND APPOINTMENTS

<u>Subject matter</u>	<u>Clause Number</u>
Objective	2.1
Advertising of Vacancies	2.2
Notification of Applicants	2.3
Orchestral Notification	2.4
Audition Venue	2.5
Scheduling, Running Times and Breaks	2.6
General Procedures	2.7
Audition Panel Membership	2.8
Where no Expertise is Available Within the Orchestra	2.9
Vested Interest	2.10
Audition Procedure	2.11
Recorded Auditions	2.12
Shortlisting / Elimination Rounds	2.13
Post Audition Procedure	2.14
Expressions of Interest & Appointment to Trial	2.15
Trial Period	2.16
Trial Period Feedback	2.17
Trial Period Management	2.18
Concertmaster, Co-Concertmaster and Associate	2.19
Concertmaster Auditions	
Freelance Player Auditions	2.20
Minimum Audition Panel Membership	2.21

2.1 Objective

The purpose of these guidelines is to ensure that the audition process is fair to all Parties, effective, and is applied in a consistent manner.

2.2 Advertising Of Vacancies

2.2.1 All permanent positions will be advertised.

2.2.2 The General Manager Orchestra will ensure that vacancies are advertised in a timely manner. It is intended that auditions will be advertised within 3 months and held within 6 months of the position becoming vacant, unless otherwise amended by the JCC.

2.2.3 Should the initial audition be unsuccessful the second audition will normally take place within 18 months of the first or as otherwise determined by the JCC.

2.3 Notification Of Applicants

2.3.1 Details regarding the audition will be communicated to the applicant on receipt of their application.

2.3.2 The applicant will collect the orchestral excerpts if they are resident in the city in which the audition will be held. This will be arranged with Orchestra Management. If the applicants reside in any other place, Orchestra Management will arrange to send the orchestral excerpts to the applicant.

2.3.3 Orchestral excerpts will be made available to the applicant at least 4 weeks prior to the audition.

2.3.4 The applicant will be informed that a piano accompaniment is required and that the management will provide a pianist for the actual audition only. Any rehearsals will be at the applicant's expense. The applicant must inform Orchestra Management of their intentions regarding piano accompaniment.

2.3.5 Orchestra Management will also, at this time, notify the applicant of the venue and approximate time of the applicant's audition.

2.4 Orchestral Notification

2.4.1 Orchestra Management will post a notice in a prominent place informing the orchestra of the date, commencement time and venue of the auditions.

2.4.2 Permanent Players not on the Panel will be invited to attend as observers and will be asked for their comments at the end of each round from Round 2 onwards. They will be required to leave the audition room prior to any discussions by the Panel.

2.4.3 Orchestral members not on the Panel are not able to vote.

2.5 Audition Venue

2.5.1 The venue decided upon must meet the standards outlined in the Orchestra Management Audition Manual.

2.6 Scheduling, Running Times and Breaks

2.6.1 All auditions and assessment meetings shall be in paid time.

2.6.2 Provisional audition dates shall be decided at the forward planning scheduling meetings and identified in the advance schedule.

2.6.3 A full day of auditions may not commence before 10.00 am and may not finish later than 3:30 pm on a day on which an evening performance is scheduled, however, this may be exceeded by unanimous agreement to allow for extended discussion.

2.6.4 Auditions shall not be scheduled on any Sunday or Public Holiday.

2.7 General Procedures

2.7.1 Prior to a position being advertised, a meeting will be held between the General Manager Orchestra, Concertmaster and/or Associate Concertmaster, the appropriate Section Leader (if applicable). This meeting will determine:

- i) set piece(s) and appropriate orchestral excerpts - all members of the relevant section and other Parties involved will be consulted about the setting of selection criteria before the audition;
- ii) the audition venue, time and date;

2.7.2 Panel members are to stay for the duration of the audition, provided that the Music Director need only attend the final round.

2.8. Audition Panel Membership

2.8.1 Audition Panels will include all members of the section concerned, and all members of related sections in the case of Wind and Brass Panels for all auditions will be determined well in advance and the lists made available to all orchestra members. Panels will be compliant with the following conditions:

- i) the minimum size is 9 voting members, maximum size is 18 voting members.
The OA Head of Music will be invited as a non-voting member to all auditions.
- ii) if a panel is considered to be undersized, principals from related sections will be invited to attend.
- iii) any other player may request to sit on an audition panel. Factors to consider include current vacancies affecting the balance of a panel.
- iv) additional Panel Membership above the minimum to be agreed via the JCC.
- v) all nominated Panel members will have voting rights;
- vi) the Panel may not include Players on trial, except for Permanent Players on trial for a different position in the OA Orchestra;
- vii) A member of the Players' Committee will be present as a Player representative to observe all aspects of the Audition Process but will not have voting rights.

2.8.2 A consistent Panel and Chairperson shall apply throughout the process.

2.9. Where no Expertise is available within the orchestra

2.9.1 If a vacancy occurs for the Harp, Tuba or Timpani positions, or a vacancy occurs for a woodwind, brass, horn or percussion Section Leader, then the General Manager, Orchestra may – after consulting the relevant section, Concertmaster and/or Associate Concertmaster and related family sections or the previous incumbent – invite a mutually agreed expert Player of the instrument in question to attend the audition to provide feedback to the Panel.

2.9.2 Alternatively or additionally the outgoing Player may be asked to join the Panel if agreed by the Audition Panel.

2.9.3 Whatever choice is made, that expert must be engaged at least by the time that the rest of the Audition Panel is notified.

2.10. Vested Interest

- 2.10.1 It is the responsibility of a Panel Member to declare if they hold a vested interest in the appointment of an applicant. If a member of the orchestra states or is clearly known to hold a vested interest in the appointment of an applicant, this Player may be excluded from part of the discussions. A vested interest is automatically constituted by a family relationship including a formal or de facto partnership. A vested interest is not constituted by a teacher/pupil relationship.

2.11. Audition Procedure

- 2.11.1 No Audition procedure will be open to the general public under any circumstances.
- 2.11.2 No one has the right to record any Audition procedure.
- 2.11.3 The Player Representative will act as an usher in addition to any other responsibilities.
- 2.11.4 The Panel will not communicate directly with the applicants when screens are in place but use the Player representative as an intermediary.
- 2.11.5 Players who are able to demonstrate appropriate orchestra experience for the position advertised may not be required to play in any shortlisting rounds. This shall be determined by the relevant Principals in consultation with Orchestra Management. Applicants not required to play shortlisting rounds are to play the first round and any subsequent rounds as determined by the Panel.
- 2.11.6 The applicants will be screened from the Panel for the first round. If the majority of the Panel agrees, the screens will be removed when the number of remaining candidates is 3 or less.
- 2.11.7 The identity of applicants will be revealed to the Panel prior to a final decision to trial. This is to allow for other relevant selection criteria to be considered.
- 2.11.8 All selection decisions will be by secret ballot unless the Audition Panel unanimously agree otherwise. The result to be decided by simple majority.
- 2.11.9 The Panel will be advised of the time-frame for the Audition day.
- 2.11.10 The Chairperson is to set the timing of Panel breaks with the understanding that the maximum length of a segment is to be 1.5 hours unless unanimously agreed otherwise.
- 2.11.11 The lunch break may be shortened to less than one hour if the Panel unanimously agrees.

2.12 Recorded Auditions

- 2.12.1 Applicants will be encouraged to audition live but recorded auditions will be heard under the following conditions:
- i) only DVDs will be accepted.
 - ii) DVDs must be accompanied by a signed statement verifying the integrity of the recording (i.e. no editing or repeated attempts) and received no later than 48 hours prior to the audition day.
- 2.12.2 DVDs will be heard at the end of Round One.
- 2.12.3 A list of instructions for the submission of DVDs will be issued to applicants, including a request for a running sheet and starting points.
- 2.12.4 No applicant will be appointed on a recorded Audition alone; if the winner on the day is heard on DVD, the applicant must present for a live Audition within one month, unless mutually agreed otherwise by the candidate and the Audition Panel.

2.13 Shortlisting / Elimination Rounds

2.13.1 SHORTLISTING ROUNDS

i) If the number of applicants for a permanent position exceeds 30, the following provisions may apply:

- a shortlisting round may be scheduled;
- this round will take place on a separate day;
- only orchestral excerpts will be required;

ii) Each applicant shall be given as much time as the Panel deems necessary, but where the applicant displays a clearly insufficient performance standard, the Panel may suggest that the chairperson terminate the performance after 2 minutes.

iii) As a minimum a relevant section leader, two Panel members from the groups concerned, the Player representative and the Chairperson will be required to attend.

iv) There will be no discussion in this round.

v) The Panel shall decide who will proceed to the next round by a simple majority vote.

2.13.2 ROUND ONE

- i) Each applicant will be given between 5 and 8 minutes to perform a predetermined excerpt from the set piece(s) and/or predetermined orchestral excerpts.
- ii) The recorded auditions will be heard for consideration before any further live Auditions.
- iii) After the first round of the audition the Panel discusses the applicants' performance. The Chairperson will invite initial brief comments from the section and the section principal(s). Any other member of the audition Panel may also be allowed to speak (briefly) on any candidate's performance.
- iv) Panel members will not be required to fill out a standard report form for this round.
- v) The Panel will decide by simple majority, based on a yes/no secret ballot who will proceed to the next round.

2.13.3 SECOND AND SUBSEQUENT ROUNDS

- i) Each applicant will be given as much time as is deemed necessary by the audition Panel.
- ii) At the Panel's discretion, applicants may be asked to play any of the set orchestral excerpts and/or set pieces.
- iii) The Panel members will be expected to fill out a standard report form for each applicant.
- iv) At the conclusion of these rounds the Panel will discuss the playing of the applicants they have heard and take a secret ballot to determine their choice of applicant/s to proceed to the next round.
- v) If no candidate achieves a majority of the votes then the audition procedure will be terminated at this point. If more than one player achieves a majority of the votes then the Panel must decide to continue to another round.
- vi) Where only one candidate achieves a majority of the votes to proceed to the next round then the Panel may discuss whether another round is necessary. If not deemed necessary, then the Panel will be informed of the identity of the applicant and given any C.V. information to allow for other relevant selection criteria to be considered. The Panel may discuss these criteria and will take a secret ballot to determine whether to appoint that applicant to a trial.
- vii) In the event of a hung vote to appoint to trial, the Chief Conductor/Music Director if present or Concert Master/Associate Concertmaster, may exercise the right of a casting vote.

- viii) The Panel will communicate its recommendation to the Company to make the necessary administrative arrangements
- ix) Only one applicant can be recommended for a trial.

2.14 Post Audition Procedure

- 2.14.1 Unsuccessful applicants will be notified by the end of each round if they do not advance to the next round. All applicants will be notified in writing of the result of their audition within one week of the audition being held.
- 2.14.2 The successful applicant will be notified of a time to attend an interview with the General Manager Orchestra regarding his or her terms of engagement during an appointment subject to trial.

2.15 Expressions of Interest & Appointment to Trial

- 2.15.1 Provided that following a series of two unsuccessful auditions, the JCC after consultation with the Artistic Committee may recommend an Expressions of Interest procedure or the appointment to trial of an outstanding Player with recognised orchestral experience. This can be done without the necessity of auditioning again for that position. In the instance of appointment to trial, the Audition Panel shall convene to discuss this recommendation and vote on the proposal in accordance with the ballot requirements established in this Schedule. Trial provisions shall apply to all appointments under this subclause as outlined 2.16 of this Schedule.
- 2.15.2 In the circumstance of Expressions of Interest, the Panel may take a vote to determine if the second ranked candidate may be selected for trial should another vacancy for the position occur within six months of the audition, or the first candidate fails or declines the position, or leaves the employment within 6 months of commencing. This vote requires a two thirds majority vote of the Panel at this juncture, and may be subject to veto if a simple majority of the relevant section members on the Panel oppose such an appointment to trial.

2.16 Trial Period

- 2.16.1 Trial periods will normally be of 3 to 9 months duration. An extension of a trial period of up to a further 18 weeks may be approved by the Audition Panel at the end-of-trial meeting. At the expiration of the trial period or its extension, the applicant will either be appointed to a position in the OA Orchestra or have his or her employment terminated.

The General Manager, Orchestra will set specific start and end dates for the trial, after consultation with the Concertmaster and relevant Section Leader(s). The following will be taken into account:

- i) forthcoming repertoire (where possible, the trial should include performances of both opera and ballet repertoire);
- ii) in the case of Principal positions the availability of the Chief Conductor/Music Director; and
- iii) any specific recommendations of the Panel.

Mid-trial dates will be set by Orchestra Management at the commencement of any trial period. The Panel will be notified of the set dates as soon as practicable.

- 2.16.2 If the applicant is to be trialled in a supervisory position, and the Audition Panel so recommends, the Player may be required to undertake appropriate training during the trial period. Training may be both in-house and/or external.

2.17 Trial Period Feedback

- 2.17.1 Trial periods will include regular formal and informal feedback to the applicant by the relevant Section Leaders and the Concertmaster.
- 2.17.2 The Music Director or his/her nominee shall be advised of a trial commencement and will have the opportunity to hear any Player on trial in situ and provide feedback to the Audition Panel.
- 2.17.3 Feedback will be provided to (but not necessarily limited to) the candidate after:

Six weeks, at which time a written progress report reflecting the collective views of the relevant Section Leaders represented on the Panel will be prepared by the Panel Chairperson and will be given to the applicant. The applicant will have the opportunity to discuss the report at a meeting with the relevant principal/s represented on the Audition Panel, the player representative, the General Manager Orchestra and the Panel Chairperson (in the event that the General Manager Orchestra is not the Panel Chairperson). The applicant will be required to sign a copy of the report.

Mid trial, following a meeting of the Audition Panel at which time a verbal report will be delivered to the applicant by the Panel Chairperson within one week of the meeting taking place.

Six months following a meeting of the Audition Panel, a written report prepared by the General Manager Orchestra will be given to the applicant if requested. The applicant will have the opportunity to discuss the report at a meeting with the relevant principal/s represented on the Audition Panel, the player representative, the General Manager Orchestra and the Panel Chairperson (in the event that the General Manager Orchestra is not the Panel Chairperson). The applicant will be required to sign a copy of the report.

- 2.17.4 Views presented at assessment meetings are to be based on the knowledge, not an assumption, that any perceived problems or criticism have been communicated to the applicant, who has then had sufficient time to respond to them.

2.18 Trial Period Management

- 2.18.1 At mid-trial and end-of-trial assessment meetings only the original Panel members may vote. The views of Players in close working relationships and other relevant sources may be sought and admitted. Panel members unable to attend a mid-trial assessment are required to indicate their views of the candidate in writing to the General Manager Orchestra including whether they would recommend an appointment.
- 2.18.2 At least 6 weeks prior to the conclusion of the trial period, the Audition Panel shall meet to either:
- i) confirm its recommendation to appoint;
 - ii) revoke its recommendation to appoint;
 - iii) recommend an extension of the trial period
- 2.18.3 A recommendation for appointment shall require a supporting vote from a majority of the relevant section members present (provided that it is more than one) and a majority of the Panel either in person or by proxy. In the case of a hung vote of the Panel, the recommendation of the section shall prevail. In the case of a hung vote of the section, the recommendation of the Panel shall prevail. At a mid-trial assessment a recommendation for appointment shall require 66% or more supporting votes, either in person or by proxy, of the Panel as well as a simple majority of the relevant section members present (provided that it is more than one).
- 2.18.4 The General Manager Orchestra or the Panel Chairperson (in the event that the General Manager Orchestra is not the Panel Chairperson) will communicate the result verbally. The Panel Chairperson will provide a written report giving the result and a précis of the assessment comments if requested by the candidate.
- 2.18.5 The result is to be conveyed at an appropriate time, allowing an unsuccessful Player time to consider the result while not compromising their ability to perform to their best.
- 2.18.6 The decision is to remain confidential until the applicant has been advised of the result.

2.19 Concertmaster, Co-Concertmaster and Associate Concertmaster Auditions

2.19.1 Concertmaster and Associate Concertmaster roles are 3 year Contract positions subject to a trial period of up to 12 months.

2.19.2 A vacant position will be advertised widely.

2.19.3 The process will involve the following:

I. **Panels are to be identified**

Pre-Shortlisting Panel

String Section Leaders
CM / ACM, Principal 1st Violins
General Manager, Orchestra (chair)
Head of Music
Representatives from the Artistic Committee (Wind and Brass)
MEAA representative

Shortlisting Panel

JCC (includes MEAA rep)
All Section Leaders
Head of Music
General Manager, Orchestra (chair)

In addition, invitations to participate in the shortlisting process will be issued to:

All Principal Strings
Representatives from the tutti Violin section (as nominated by Pre-Shortlisting Panel)
Artistic Committee

Steering committee to draft trial periods, recitals and handle day to day issues:

CM / ACM
String Section Leaders
Head of Music
Assistant Orchestra Manager (Auditions Administrator)
MEAA representative

Full Orchestra Audition Panel

All permanent members of the OA Orchestra are required
Head of Music
General Manager, Orchestra

II. **Shortlisting Process**

- **Pre-shortlisting panel** to
 - review all applications
 - listen to recorded submissions
 - check referees
 - recommend candidates to be discussed at Shortlisting based on CV, recordings, referees and perceived leadership qualities, experience, playing ability, management qualities
 - Serve as Assessment Panel at Mid-Trial and 6 months as outlined at 2.17.3
- **Shortlisting panel** to
 - have access to CVs and recordings of shortlisted candidates
 - select suitable candidates to be offered a pre-trial at a meeting chaired by the General Manager, Orchestra
 - suggest repertoire for the recital programme.

III. Pre-Trial

- a. Applicants are to be invited to participate in a pre-trial period which would include:
- Acting as guest CM for an opera (part or full run). This may also include a program of ballet.
 - Recital for full orchestra and Head of Music, OA. Artistic Director of Opera Australia and Music Director TAB to be invited to attend.

Details of candidates and trials to be communicated to TAB's Music Director.

- b. At the conclusion of each pre-trial period, permanent orchestra members will be required to record their impressions of the candidate. Feedback will be sought by the Chair of the Panel and/or the Head of Music, OA from relevant conductors and other stakeholders, specifically OA Artistic Director and TAB Music Director.
- c. At the conclusion of the pre-trial period, a meeting of the Full Orchestra Audition Panel chaired by the General Manager, Orchestra will be held to discuss each candidate and vote to determine those who would be suitable to fill the position of Concertmaster. Each of these candidates must receive 66% of the vote of all members of the Full Orchestra Audition Panel present, including proxy votes. Of those determined suitable, voting members present at this meeting will rank them in order of most to least preferred. The most preferred will be offered a 3 year Contract position subject to a trial period of up to 12 months.

Should the most preferred candidate not accept the offer of a trial, fail their trial or should they decline the position within one year of this vote then the next most preferred candidates (in rank order) may be offered a trial after consultation with the Full Orchestra Audition Panel.

IV. Trial Period

An initial meeting will be held between the candidate, the CEO, the Artistic Director, the Head of Music, the General Manager, Orchestra and the President of the Players Committee to discuss the non-playing aspects of the Concertmaster role. Regular meetings will take place with the CEO, Artistic Director and the General Manager, Orchestra. Input will be sought from TAB Music Director.

The trial period will be managed according to Clause 2.16 – 2.18 of this Schedule. The Pre-Shortlisting Panel in consultation with the Artistic Director will be the Panel for the purposes of assessment meetings.

V. Recommendation for Appointment

The final decision on a recommendation for appointment will be made by a secret ballot conducted by the Players' Committee of the permanent members of the OA Orchestra in the presence of the General Manager, Orchestra with the end result determined by a two thirds majority of the Orchestra present inclusive of any proxy votes. The Full Orchestra Audition Panel will recommend the appointment of the preferred candidate to the Chief Executive Officer of Opera Australia. Input will be sought from TAB Music Director

- VI. The Concertmaster and Associate Concertmaster will be subject to Performance Review in consultation with the JCC, and in accordance with company policy.

2.20 Freelance Player Auditions

2.20.1 An assessment of a Player seeking casual or seasonal work may be held at any time and in any place deemed reasonable and convenient by Orchestra Management, the appropriate Section Leader and a Players' Committee Representative.

Consideration for casual employment shall be in accordance with clauses 2.20.2 and 2.20.3 as follows.

2.20.2 A Player must pass a freelance player audition to be eligible for inclusion on the Orchestra Management "Freelance Player List".

2.20.3 An exception to the above may be made for established professional Players well known to the musical community as approved by all relevant Section Leaders.

2.20.4 A Player Representative will be present at each freelance player audition.

2.20.5 Applicants will be informed in writing within one week of the result of their audition. However, success in a freelance player audition is by no means a guarantee of any employment.

2.20.6 The following people will be involved in reviewing the Freelance Player List:

- i) for the Violin Sections:- Concertmaster, Associate Concertmaster, Deputy Concertmaster, all Principal and Associate Principal Violins and the Orchestra Manager.
- ii) for all other Sections:- the Section Leader, Associate Principal and the Orchestra Manager.

2.20.7 Orchestra Management will advise applicants, members of the Panel, the Player Representative and the Orchestra (by notice on orchestra noticeboards) of the date, time and venue of the audition.

2.20.8 The applicant will be expected to perform from a set of appropriate orchestral excerpts. Orchestra Management will arrange with the applicant to pick-up (or have delivered if deemed necessary) these excerpts at least two weeks in advance of the audition.

2.20.9 The Panel members will record their impressions on a prepared form and their recommendation will be reached by consensus.

2.20.10 A piano accompaniment is not necessary for the purposes of a freelance player audition.

2.20.11 It is the responsibility of the Section Leader and/or Associate Principal to ensure the quality of Freelance Players whom he or she recommends and recommend particular players to be booked for particular works.

2.20.12 If the position to be filled by a Freelance Player is that of Section Leader, then discussion regarding the choice of Player will take place with the Concert Master, other relevant Section Leaders, Associate Principals, and other permanent Players in the section.

2.20.13 The Section Leader will inform Orchestra Management of the choice of Player and no Player shall be booked without consultation with the relevant Section Leader.

2.20.14 It is the responsibility of Orchestra Management to assess the availability of recommended Freelance Players as early as possible.

2.20.15 Freelance musicians may be asked to re audition if they have not been engaged by the OAO for a period of two years.

2.21 Minimum Audition Panel Membership
(NB: 'Principal' does not necessarily denote Section Leader.)

In the context of this Audition Procedure, Panels should be convened with reference to the table below:

Instrumental Section	Tutti Audition Panel: Minimum members	Principal/Associate Audition Panel Minimum members
i) Violin Section:	min. 7 Tutti violins, 4 String Principals CM & ACM	+ 1 Wind Principal, 1 Brass Principal, Harp
ii) Viola Section:	entire Viola Section, 4 String Principals CM/ACM	+ 1 Wind Principal, 1 Brass Principal, Harp
iii) Cello Section:	entire Cello Section, 4 String Principals, CM/ACM	+ 1 Wind Principal, 1 Brass Principal, 1 Principal Percussion/Timpani
iv) Double Bass Section:	entire Double Bass Section, 4 String Principals , CM/ACM	+ 1 Wind Principal, 1 Brass Principal, 1 Principal Percussion/Timpani
v) Woodwind Section:	entire Woodwind Section, 1 brass Principal, CM/ACM	+ 1 String Principal, 1 Brass Principal, 1 Principal Percussion/Timpani
vi) Brass Section (including Horns)	entire Brass Section, 1 Wind Principal , CM/ACM	+ 1 Wind Principal, 1 string Principal, 1 Principal Percussion/Timpani
vii) Timpani and Percussion:	entire Timpani and Percussion Section, 3 Wind Principals, 3 brass Principals, CM/ACM	+1 Wind Principal, 1 Brass Principal, 1 String Principal
viii) Harp:	4 String Principals, 3 Wind Principals, 3 Brass Principals. CM/ACM	+ 1 Principal Percussion/Timpani

SCHEDULE 4 LOSS OF PROFICIENCY

1. Definition

1.1 A Loss of Proficiency is defined as:

- i) an unacceptable decline in the playing ability and overall performance of a permanent Player over an extended period of time (generally not less than 6 months), or;
- ii) a consistently unacceptable musical or technical contribution in rehearsal and performance of any permanent Player over an extended period of time.

Loss of Proficiency (LOP) is determined through a structured review and assessment process, as set out below.

2. Initiation of LOP process

2.1 A referral for consideration of LOP is made by the Artistic Committee by way of a recommendation to the Artistic Director following the process of formal feedback and review as set out in Part 5 of the Agreement.

3. Artistic Director review

3.1 Should the Artistic Director (or Music Director) decide, on the basis of the information provided, that an LOP process is warranted and feasible, a meeting with the Player is convened, outlining the substance of the performance concerns, the LOP process and available options. The meeting will involve the HR Director. The Player is invited to bring along a support person.

3.2 In considering the matter, the Artistic Director will ensure the player in question:

- i) has been subject to informal and formal performance feedback in accordance with clauses 20.2 and 20.3 respectively;
- ii) does not suffer from a chronic medical condition in which case medical retirement may be pursued;
- iii) is not intending to retire, in which case options under the Retirement Policy may be pursued

3.3 The Player is made aware of the LOP process, including the following:

- i) their employment may be terminated due to Loss of Proficiency should their performance continue to be unsatisfactory at the conclusion of the assessment period, as assessed by a majority vote of the Performance Assessment Committee.
- ii) they may agree to termination (in writing) of their employment due to LOP prior to the conclusion of the assessment process.
- iii) they may accept additional training for their current position, as and when offered by the Company.
- iv) they may request consideration of redeployment and retraining for another position, commensurate with their skills and experience, where such opportunities are available.
- v) they have access to the severance provisions that apply under the Schedule of this Agreement.
- vi) they may elect to step down under relevant provisions (clause 19.3) in the Agreement.
- vii) they may use the free professional and independent counselling services available to staff.
- viii) they have access to the dispute resolution procedures (clause 17) in the Agreement.

3.4 Should it be decided to initiate the LOP process, the matter is referred back to the Artistic Committee for the establishment of a Performance Assessment Committee (PAC).

4. Performance Assessment

- 4.1 The Artistic Committee establishes a Performance Assessment Committee (PAC) in consultation with the Principal/s of the relevant section, the Concert Master, and the Head of Music.
- 4.2 The PAC meets with the Artistic Director and hears the grounds for initiating a LOP procedure. At the discretion of the PAC, relevant Principals may also be in attendance.
- 4.3 The Players of the Performance Assessment Committee determine by secret ballot whether the performance concerns justify a Loss of Proficiency assessment. For this purpose, only formal votes cast by Committee members in attendance will be considered. If the committee finds that the Loss of Proficiency assessment should proceed by 6 out of 9 or 66 percent or more formal votes, the General Manager Orchestra will advise the Player in writing within 4 working days that the Player will be subject to further performance assessment with respect to the identified problems over a period of 6 months.
- 4.4 The Performance Assessment Committee will undertake this further assessment from the date of the commencement of the assessment. The LOP assessment takes place over a 6 month period. The PAC determines the detail of the process and timetable for review. The PAC will nominate a person/s to communicate with the Player on behalf of the Committee.
- 4.5 The Player may provide the PAC with a written submission concerning the reasons for LOP, or they may present their case to the PAC in person.
- 4.6 The Player may invite a colleague as an observer and support person at any meetings with the PAC.
- 4.7 As part of the assessment process, the Player may request an audition based on standard audition repertoire before the Performance Assessment Committee/ Head of Music /Artistic Director. At this audition, the Performance Assessment Committee may agree to invite other specialists (e.g. Principals or an outside specialist) to provide comment and advice.
- 4.8 Delegated members of the Performance Assessment Committee and Section Principals, as appropriate, will provide performance feedback to the Player during the assessment period. All communication is confirmed to the Player in writing.
- 4.9 At any stage, the Player has access to professional EAP counselling services.
- 4.10 The PAC will keep the Artistic Committee informed. The JCC will be kept broadly informed of the process, and may consider any procedural issues arising.
- 4.11 The Player may consent in writing to termination of employment due to Loss of Proficiency prior to the conclusion of the assessment period.
- 4.12 At the conclusion of the assessment period, the Performance Assessment Committee will reconvene and the Players of the Committee will confirm by secret ballot whether the Player in question displays a Loss of Proficiency. For this purpose, only formal votes cast by Committee members in attendance will be considered. LOP will be confirmed by 6 out of 9 or 66% or more of formal votes.
- 4.13 The Artistic Committee will communicate the outcomes of the PAC assessment to the Artistic Director.
- 4.14 Where the Committee does not confirm a Loss of Proficiency then the LOP process will be deemed to have concluded. In this event a further Loss of Proficiency process may not be initiated with respect to the Player in question within a period of 18 months.
- 4.15 Where the Committee does confirm a Loss of Proficiency, then the matter is referred to the Director of Human Resources to arrange termination of employment, based on the following severance arrangements.

5. Severance arrangements

- 5.1 A severance payment of the following scale is payable to the Player. Notwithstanding, severance payments will not exceed the amount that a Player would have earned had they worked to the age at which they would have become eligible for a Government Age Pension.

Completed years of continuous service	Weeks of salary
1 or less	4
2	6
3	8
4	10
5	12
6	14
7	16
8	18
9	20
10	22
11	24
12	26
13	28
14	30
15	32
16	34
17	36
18	38
19	40
20 or more	42

- 5.2 The Company will provide support through a structured Career Transition Program to the affected Player. The Program will consist of:

- Career guidance and counselling,
- 6 – 8 sessions of One-on-one coaching on career planning and implementation
- Workshops & webinars to provide job search tools
- 24x7 access to a comprehensive library of career and development resources including job search related information, tools, and templates
- Up to \$5,000 of financial support towards a genuine retraining or upskilling programme in accordance with the appropriate OA Study Assistance Policy – available on the OA Intranet.

- 5.3 A Player for whom Loss of Proficiency has been initiated may elect to leave the employment of the Company within the assessment period, in which case the Player is entitled to payment in lieu of salary for the unexpired balance of the assessment period in addition to the severance benefits (5.1)

SCHEDULE 5 RETIREMENT POLICY

1 General

- 1.1 To assist Players to plan for their retirement from paid employment the following arrangements are available.

2 Flexibility in rostering

- 2.1 In rostering of Players, under the provisions of clause 29, orchestral management and section leaders will take into account, as far as is practical in terms of artistic and financial constraints, the needs and preferences of Players who are approaching retirement.

3 Job Sharing

- 3.1 Job Sharing options are available, as per sub-clause 19.1.

4 Stepping Down

- 4.1 "Step Down" options are available, at per sub-clause 19.3.

5 Salary Sacrifice to Superannuation

- 5.1 The Company offers permanent players the facility to make salary sacrifice superannuation contributions and after tax superannuation contributions. See also 23.4.

6 Retirement Transition assistance

Opera Australia will offer a structured and tailored support program lasting over a maximum of two years to our permanent Musicians transitioning into retirement. This may include the following:

- Career assessment and guidance – by a professional career guide to measure and indicate new and suitable career options
- Reduced workload – option to work part time/job share (see 3.1 above) to invest time in building a new career
- Work experience/placement – OA will work with the staff member to try to place him/her for work experience in a suitable area within OA or in another strategic partner of OA

SCHEDULE 6 WORK HEALTH & SAFETY

1 Commitment

- 1.1 Opera Australia believes that that good Work Health and Safety (WHS) is a major contributor to productivity and is committed to continuously improving the management and standards of WHS in order to provide an environment where the orchestra can develop to its full potential.
- 1.2 The Parties are committed to ongoing consultation and practical action on the issues that impact upon the health and safety of Players including the following:
- i) the physical environment for rehearsal and performance, such as noise, lighting, air quality and temperature, and any other issues identified by players as requiring investigation;
 - ii) work load and respite requirements, including an even spread of rostered calls.
- 1.3 Within the overall framework of the Opera Australia Work Health and Safety Policy and Program the following clauses specific to the OA Orchestra apply.

2 Roles and Responsibilities

- 2.1 All parties to this Agreement are responsible to meet their respective duties for work health and safety.
- 2.2 Opera Australia managers and all employees with supervisory responsibilities have a responsibility for implementing WHS policy and procedures. Specific responsibilities, exercised in consultation with the Players and their representatives, include:
- i) the Director Human Resources for the formulation and monitoring of company WHS policy and procedures;
 - ii) the General Manager Orchestra for overall management of WHS in respect of the orchestra;
 - ii) the Orchestra Operations Manager for general operational management of WHS in respect of the orchestra;
 - iii) the Duty Orchestra Manager, as rostered for each performance and rehearsal, for managing workplace safety and acting as First Aid Officer and Emergency Warden, as required;
 - iv) any Player leading a section, for taking appropriate steps to ensure WHS of the section

3 Consultation and Risk Management

- 3.1 The Players will elect, annually, two representatives to represent them on the company WHS Committee.
- 3.2 The following consultation and risk assessment processes apply:
- i) WHS issues will be resolved by the processes outlined in the Opera Australia WHS policy, including, where appropriate, referral to the WHS Committee;
 - ii) A subcommittee of the JCC may be established to consider any issues specific to the Orchestra.
 - iii) Opera Australia and the Players will research and make available relevant materials relating to orchestra health and safety matters.
- 3.3 Players participating in the Company's WHS Committee will be required to complete any mandatory training, as prescribed by WorkCover to assist them to participate effectively in the Company's consultative mechanisms.
- 3.4 The company is committed to ensuring that all employees, particularly those in managerial positions or with decision making authority, are provided with guidance and training on the principles of risk management and their responsibilities under this policy to implement risk management effectively.
- 3.5 Player WHS representatives will be given paid leave and all reasonable expenses to attend agreed WHS training courses.

4 Incident Reporting

- 4.1 All incidents resulting in injury must be reported to the duty Orchestra Manager in order to:

- i) protect the interests of the Player(s) involved and of the Company;
- ii) help prevent similar accidents in the future; and
- iii) monitor the effectiveness of WHS policy and procedures in managing risks.

- 4.2 The Director of Human Resources will report all orchestra related incidents to the Company WHS Committee so that the Company may identify and eliminate, as far as is reasonably practical, the risks associated with identified hazards and to prevent re-occurrence.

5 Hearing Conservation Policy

- 5.1 To support the aim of reducing the exposure of players to excessive noise levels, the provisions of the Opera Australia OA Orchestra Hearing Conservation policy (Schedule 7) will be observed during the life of this agreement.

6. Emergency management

- 6.1 The General Manager Orchestra will liaise with the Sydney Opera House to ensure security briefings and a planned and coordinated approach to emergency management, providing for an evacuation drill at least once a year.

SCHEDULE 7 OA ORCHESTRA HEARING CONSERVATION POLICY

1 General

- 1.1 Of particular importance to the occupational health and safety of Players is hearing conservation. In recognition of this, the OA Orchestra Hearing Conservation Policy has been agreed by the Parties and forms a key component of the overall OH&S Policy.
- 1.2 This policy covers all work involving the rehearsal and performance of music by the members of the orchestra wherever it may take place and aims to minimise the risk of noise induced hearing loss in a manner that least compromises artistic standards.
- 1.3 Orchestra Management will continue to refine this policy in consultation with the JCC and the OH&S Representatives, and the Parties agree to develop and maintain further hearing conservation strategies as appropriate.

2 Implementation

- 2.1 It is the responsibility of the General Manager Orchestra, in consultation with the JCC and Player OH&S representatives, to implement this policy.
- 2.2 Where appropriate, advice will be sought from WorkCover or an organisation or authority recognised by the State Government for noise investigation and management in the workplace.

3 Measurement and Control of Sound Levels

- 3.1 Sound levels will be measured as agreed between the OH&S Representatives and the Orchestra Manager in accordance with guidelines developed as part of the hearing conservation strategies.
- 3.2 Hearing conservation strategy will include documentation of the noise measurement methodology and guidelines for when and where measurements are taken.
- 3.3 It is recognised, however, that some people may be susceptible to hearing damage at or below 85 dB(A), so the parties agree to work towards a further reduction of noise exposure.

4 Interpretation

- 4.1 The Regulation states that a place of work is unsafe and a risk to health if any person is exposed there to noise levels:
 - i) that exceed an 8 hour noise level equivalent of 85 dB(A) averaged over a rolling seven day period; or
 - ii) that peak at more than 140 dB(lin).
- 4.2 Sound levels in the pit area have been measured above 85 dB(A), therefore the parties agree to conform to the principles of the NSW Code of Practice for Noise Management, and apply the following noise control measures in order of priority:
 - i) opening up the pit of the Opera Theatre to improve the acoustics;
 - ii) planning orchestra schedules and selecting venues with consideration of potential noise hazards associated with specific repertoire, orchestral configuration and environmental factors;
 - iii) identifying and where possible minimizing potential hazards before they occur by liaising between Orchestral Management and Players;
 - v) implementing administrative controls such as rostering and seating rotation;
 - vi) optimising the separation of Players by orchestra set-up and screens;
 - vi) showing consideration for colleagues within the needs of performance; and
 - vii) supplying appropriate personal hearing protectors and instruction as to their proper use.

5 Program for Control and Management of Sound Levels

- 5.1 The Parties agree to work for the earliest implementation of the primary recommendation of the 1998 ARUP Report which considers that opening up the pit to be the most significant single action which would engineer a permanent reduction in noise levels and improve the quality of sound in the auditorium. The parties agree to progress this project through all relevant channels and with the highest priority.
- 5.2 **Schedules and Venues:**
The General Manager Orchestra, in consultation with the Section Leaders and the OH&S Representatives, will ensure that in the forward planning of Opera and Ballet rehearsals and performances, due consideration is given to the scheduling and/or venue of loud works so as to minimise the risk of players being exposed to excessive sound levels.
- 5.3 **Rostering and Seating Rotation:**
- i) The Company will limit the weekly exposure of players to high sound levels by monitoring rostering with respect to predicted daily and weekly average sound levels.
 - ii) The Orchestra Manager will inform players when their predicted exposure exceeds the agreed limit and will re-roster them and/or consult with the relevant Section Leader to ensure they wear hearing protectors.
 - iii) The Orchestra Manager will arrange the seating rotation of players who are subject to high sound levels in consultation with the relevant Section Leader and a written roster will be posted in a suitable location in the pit
- 5.4 **Set-Up and Screens:**
- i) The Orchestra Manager will ensure that at any rehearsal or performance the orchestra set-up is designed to minimise the risk of players being exposed to excessive sound levels.
 - ii) No installed partition or sound screen will be modified or removed except on competent acoustic advice and with the agreement of the Joint Consultative Committee.
 - iii) The orchestra commits to having available the appropriate number and type of screens for each program and venue.
 - iv) Where risers and/or portable sound screens are used as a further protective measure, the duty Orchestra Manager will position them in consultation with the relevant Section Leaders and the OH&S Representatives (or their deputies).
- 5.5 **Consideration for Colleagues:**
- i) In situations where sound levels have the potential to be a problem, the conductor will be informed prior to the rehearsal period and asked to give consideration to moderating the sound levels whenever possible.
 - ii) Notwithstanding the obligation to fulfil artistic requirements, the directions of the conductor and the needs of performance, all players will be informed of their duty of care under the relevant legislation and must remain mindful of the safety of their colleagues at all times.
- 5.6 **Personal Hearing Protectors (Earplugs):**
- i) The primary aim of this policy is to keep the daily average noise exposure of all players below 85dB(A), but for artistic and operational reasons, this has proved impossible to achieve within the current configuration of the Opera Theatre pit without resorting to the use of earplugs as an emergency measure, therefore the parties agree to the following procedures:
 - ii) The Company will supply industry standard hearing protectors (earplugs) on request to all Permanent, Seasonal and Freelance players who are regularly engaged by the orchestra.
 - iii) It will be compulsory that players at high risk of exposure to excessive sound levels be in possession of industry standard earplugs while rehearsing and performing.
 - iv) The duty Orchestra Manager will supply hearing protectors adequate for temporary use to any Player, observer or visitor on request. These may be the disposable foam type.

6 Mitigation Measures During A Rehearsal Or Performance

- 6.1 Where a Player finds the sound level uncomfortable, they will ask the Duty Orchestra Manager for assistance.

- 6.2 The Duty Orchestra Manager will consult with the relevant Section Leader and OH&S Representative(s) and consider the following noise control measures:
- i) the rearrangement of seating;
 - ii) the provision of sound screens;
 - iii) the provision/use of earplugs.

7 Hearing protectors

- 7.1 It is recognised that hearing protection measures make playing in tune and with the correct attention to balance and ensemble more difficult., and in some circumstances criticism on these grounds alone will not provide evidence of an unacceptable decline in playing ability or overall performance standard.
- 7.2 Where the daily average sound level exceeds (or is predicted to exceed) 85 dB(A), the Duty Orchestra Manager will advise the conductor that hearing protectors are required to be worn.
- 7.3 It is recognised that some people may be susceptible to hearing damage at or below this level and that there may be instances when players in a lower risk area choose to use hearing protection. When this occurs, they should notify the Duty Orchestra Manager, who in turn will notify the Conductor.

8 Hearing Tests

- 8.1 All players will be required to take a hearing test on confirmation of appointment to a permanent position in the orchestra. The results of this test will not influence the decision to appoint.
- 8.2 The General Manager Orchestra will organise annual hearing tests for all permanent players and Freelance players who are regularly engaged by the orchestra.
- 8.3 A player may opt to request that the results of all but the initial test remain confidential between the player and audiologist.
- 8.4 The audiologist may test the fitting and efficiency of hearing protectors during these tests.
- 8.5 The company will pay the cost of all hearing tests.
- 8.6 All hearing tests will be conducted in accordance with the relevant Australian Standard.

9 Information and Education

- 9.1 The parties are committed to the further development and implementation of procedures and information material for Players.
- 9.2 The company will maintain copies of all relevant Regulations, Standards and Codes of Practice and any other appropriate sources of information on hearing conservation. This information material will be available to any player on request.
- 9.3 The sound maps that form the basis of the current rostering model will be posted on the orchestra notice board at the Sydney Opera House together with appropriate explanation.
- 9.4 Information on the use and maintenance of appropriate hearing protectors will be made available to Players.
- 9.5 The Hearing Conservation Policy will be available to any Player on request to the Duty Orchestra Manager.

10 Maintenance of Records

- 10.1 Orchestra Management will maintain all appropriate records and make any relevant personal information available to the Player on request. Statistical information from these records may be tabled at the OH&S Committee meetings and may be made available to the OH&S Representatives upon request. It is accepted that such information be expressed in a manner that maintains the anonymity of individual Players.

SCHEDULE 8 RECORDING AND BROADCAST ARRANGEMENTS

1 General

- 1.1 Opera Australia may record or otherwise create, or contribute to, electronic products (both audio and video) of its performances, rehearsals or specific recording sessions. Such recordings or other products may be used:
- a) for archival and reference purposes;
 - b) to promote and/or publicise the Company, its productions, its artists and/or the art form;
 - c) in a documentary or television, radio or internet special program;
 - d) for commercial purposes.
- 1.2 The Company will own copyright in all recordings. The arrangements in relation to artists and staff involved are set out below. Any variation to these arrangements may only be made with the written agreement of the artists concerned and/or their representatives.

2 Overall Objectives

- 2.1 The overall aim of these arrangements is to maximise the profiles and the incomes of both the artists involved and the Company, by facilitating the creation of the highest sustainable number and quality of recordings and broadcasts of the Company's activities, and effectively exploiting them in as wide a market as possible. To this end, the objectives of these arrangements are:
- a) Simplicity and certainty in the arrangements to be followed in each situation.
 - b) Rewarding artists directly involved, professionally via the increased exposure to, and profile arising from, their artistry.
 - c) Rewarding artists directly involved, financially via a royalty share in the income received from exploitation of the recording.
 - d) Limiting up-front payments so as to minimise the cashflow and other financial disincentives to making recordings.
 - e) Rewarding ancillary artists and staff via a total buy-out fee.

3. Archive and Reference Use

- 3.1 The Company may make audio-visual archival recordings of performances without payment of any additional fee or royalty.
- 3.2 Archive recordings may be used:
- a) as a historical record for the Company, for use by its staff, students or historians;
 - b) as an archival reference for rights-holders, principle cast and creative team;
 - c) as a performance reference for each performer where more than one cast performs the same production;
 - d) as a tool to on-sell or hire the production;
 - e) for planning and research;
 - f) as a guide to recreate the production when a show is restaged or revived;
 - g) by a director to remount future productions.
- 3.3 Any other use of an archive recording requires the prior written agreement of those involved. Such consent will not be unreasonably withheld.

1.3 Publicity and Promotional Use

- 4.1 The Company may record interviews, rehearsals and backstage activities for publicity and promotional purposes. Such material, as well as up to 5 minutes of any recorded footage of a performance, may be used to advertise or promote a production, season, the Company, the opera artform and/or the artists involved, without payment of any additional fee or royalty.

- 4.2 Where material is recorded specifically for publicity and/or promotional purposes, any use for other purposes requires the prior written agreement of those involved. Such consent will not be unreasonably withheld.
- 4.3 Should the Company receive any fee for the use of such material, it is deemed to have been used for commercial purposes, and the provisions set out in sub-clause 6 apply.

5 Documentary Use

- 5.1 Recorded material (whether of a performance or rehearsals, or of interviews or backstage activities) may be included in a documentary or television, radio or internet "special" or magazine program (including a series such as Operatunity Oz).
- 5.2 Each artist and staff member involved will have the right to decline to be involved in any additional activity such as interviews or staged-for-camera activities.
- 5.3 The inclusion of more than 5 minutes of footage of any rehearsal or performance in a documentary or special program requires the prior written agreement of those involved. Such consent will not be unreasonably withheld.
- 5.4 No extra payment is made unless the exploitation of the documentary or special program generates revenue for the Company and more than 5 minutes of newly-recorded performance or rehearsal footage of any production is used. In such cases the 'net income' received will form part of the royalty pool as set out in clause 6.

6 Commercial Use

- 6.1 Recordings used for commercial purposes may be exploited in all media (existing or developed in the future) and geographical areas, including (but not limited to):
- | | |
|---|---|
| a) audio-visual (television) broadcasts | • audio (radio) broadcasts |
| b) CD | • DVD/video |
| c) clip licensing | • compilations |
| d) documentaries | • TV/radio/internet magazine programs |
| e) relay to remote screens | • webcasts/podcasts/narrowcasts/streaming |
- 6.2 Artists will be consulted about, and retain right of approval over, the non-contextual use of their recorded image (visual or aural) – for example, clip licensing where its use is not related to the production recorded, the artists involved, the Company, the art-form or the promotion of any of these. Such approval will be in writing.
- 6.3 A total of one half of the net income received by the Company from exploitation of a recording in all media in all geographical areas constitutes the royalty pool, which is distributed in the form of royalties to the artists and staff directly involved in the recording or broadcast.

Distribution of Royalties

- 6.4 One third of the royalty pool (ie 16 2/3% of the total net income received by the Company from commercial use of each recording) is distributed to each of the following three groups:

- Group1:** The creative team; conductor and any assistant conductor; guest artists (engaged on a per performance fee basis or on a weekly salary above the highest Principal Singer provided in Part VI); music and language staff; chorus master and assistant chorus master.
- Group 2:** The chorus (both permanent and casual) and principal artists on a weekly salary up to highest Principal Singer level provided in Part VI.
- Group 3:** The orchestra (both Permanent and Freelance).

6.5 If, for a particular recording, there is no artist in any one of the three groups, the royalty pool share for commercial use of the recording for each of the remaining groups increases from 16 2/3% to 25% of the net income received by Opera Australia for that recording.

6.6 **Group 1** members receive a share of the royalty pool allocated to that group for each particular recording. The share of each artist is proportional to the ratio the artist's individual royalty base bears to the sum of all Group 1 royalty bases. Provided that the minimum share for a Group 1 artist is equal to that of a Group 2 artist for the same recording.

The royalty base on which the royalties for a Group 1 artists is calculated, is:

- a) for a member of a creative team paid on a lump sum fee basis = 20% of the current fee, or equivalent current fee;
- b) for a guest artist or conductor paid on a 'per performance' fee basis = 1 performance fee;
- c) for anyone paid on a weekly salary basis = 1 week's salary.

Notes: 1. Creative team members do not receive a royalty share of the net income received by the Company from radio or other audio-only broadcasts or other exploitations, and the shares of the other members of Group 1 are adjusted accordingly.
2. Composers and Librettists of operas are not covered by these Arrangements, and any payments to them will be negotiated separately.

6.7 **Group 2** members receive equal shares of the royalty pool allocated to that group for each particular recording.

6.8 **Group 3** members receive equal shares of the royalty pool allocated to that group for each particular recording, provided that the Leader of the Orchestra for the particular recording receives double the share of the other Players.

Payment of Advances

6.9 Twelve months following the first exploitation of a recording for a DVD/Video, CD or telecast, an advance on royalties will be paid, consisting of:

- a) For each member of Group 1: the greater of \$369 or 30% of the artist's individual royalty base,
- b) For each member of Group 2: \$369
- c) For each member of Group 3: \$369 for musicians generally, and \$738 for the concertmaster or other leader of the Orchestra;

in each case, less any royalties already paid.

The dollar amount of these advances applies to recordings made in calendar year 2015. They will be indexed annually on the basis of the previous calendar year's Consumer Price Index for Sydney. The twelve month deferral of advances is limited to 4 productions per year.

6.10 No advance on royalties is payable on a free-to-air radio broadcast in Australia of a recording, but the fee (if any) received by Opera Australia for such broadcast will be designated as forming part of the net income received by the Company, and hence the royalty pool which is distributed to the artists and staff directly involved in the recording or broadcast.

6.11 No advance on royalties is payable on exploitation of operas by Australian composers.

6.12 If a compilation product is released consisting of extracts from one or more recordings, royalties will be paid pro rata according to the relative length of the extract(s) from each recording.

Payment of Royalties

6.13 Royalties are paid to the recipients once in each six month period, distributing the income received by the Company in the preceding January-June or July-December period (as applicable).

6.14 Where the amount payable to a participant in any six months' period is less than \$20.00, such amount will be carried forward to the next period.

6.15 Each payment will be accompanied by a statement to the artist detailing the payment being made.

Other Considerations

6.16 Should the Company agree to any payment or special conditions (additional to those set out in this document) to any artist on the grounds that his or her involvement will significantly impact on the commercial viability of any recording, broadcast and subsequent exploitation, such extra payment will not reduce the royalty pool being distributed as royalties to the other participants.

6.17 Any such payments in the form of royalty advances would be in lieu of any advance payable (6.9), and would be payable on first exploitation of the title (other than as excepted for a free-to-air radio broadcast in Australia (6.10) and for an Australian opera (6.11)).

6.18 The "net income received by the Company", from which royalty shares are paid, is the net amount received after recoupment of the direct costs of making, packaging and selling the recording, broadcast or other exploitation. Such direct costs include any buy-out payments made to ancillary participants in the recording (see clauses 6.17, 6.18 and 6.20).

6.19 In calculating the net income referred to above, a fair net commercial value to the Company of any agreed sponsorship arrangements attributable to exploitation of the recording or broadcast will be taken into consideration. Where such arrangements are entered into they will be disclosed, on a confidential basis, to the authorised representative(s) of the artists involved.

6.20 Each participant in the distribution of royalties from new DVD or CD titles receives one copy of the first retail release DVD or CD, in addition to his or her royalty share. (Not relevant to creative teams for CDs.) Arrangements will be made for participants to be able to buy additional copies of the first release DVD or CD at the wholesale price.

Payment for ancillary participants

6.21 Those artists and staff who participate in the making of an audio-visual recording or broadcast in an ancillary way are paid a total buy-out of all rights of \$120.00. The dollar amount of this buy out applies to recordings made in calendar year 2015. It will be indexed annually on the basis of the previous calendar year's Consumer Price Index for Sydney. Specifically those involved are, when actually working on the performance or rehearsal being recorded or broadcast:

- a) Lighting staff;
- b) Mechanists;
- c) Performing Props staff;
- d) Performing Wardrobe staff (including dressers);
- e) Performing Wigs & Make Up staff;
- f) Audio technicians;
- g) Juveniles (chorus, opera extras and principals);
- h) Surtitled operators (when the Company's surtitles are used in the exploitation of the recording).

6.22 Dancers and Opera Extras who participate in the making of an audio-visual recording or broadcast are paid a total buy-out of all rights of \$160.49 for dancers and \$139.03 for extras. The dollar amount of this buy out applies to recordings made in calendar year 2015. It will be indexed annually on the basis of the previous calendar year's Consumer Price Index for Sydney.

6.23 Those artists and staff who participate in the making of an audio-only recording or broadcast in an ancillary way receive a total buy-out as above. Specifically those involved are, when actually working on the performance or rehearsal being recorded or broadcast:

- a) Audio technicians;

b) Juveniles (chorus and principals).

6.24 Buy out payments are made only once for each recording made, and are not paid to staff who work only on rehearsals for the recording (such as balances, camera rehearsals, etc). Buy-out payments are payable on first exploitation of the title.

6.25 Those members of stage management who participate in the making of a recording or broadcast are paid a total buy-out of all rights of 30% of their week's salary, provided that a payment applies once for each member of stage management who is actually working when the recording or broadcast is made, even if the recording is made over several sessions. Payment will be made on the first exploitation of the title.

6.26 Where extra hours are worked by stage management because of a recording or broadcast, these will be recognised and recompensed under the provisions of Part 12 of this Agreement.

6.27 No payment is applicable for operas by Australian composers or for free-to-air radio broadcasts in Australia.

7 Relay to large screens away from the performance venue

A performance may be relayed to large screens away from the performance venue without additional payment if the additional audience is not a paying one. If it were proposed that the relay be used for any other purpose, the appropriate provisions of the rest of this Agreement would apply.

8 Credits

8.1 All artists and staff participating in the making of a recording or broadcast receive appropriate credits on any commercial product created.

8.2 Unless mutually agreed otherwise, such credits are on the same basis as for a performance cast sheet.

9 Notice

9.1 The Company will give all artists and staff involved as much advance notice as practical of any recording that is to be made. In the case of recordings for commercial or documentary use, such notice will be at least 14 days in advance, other than in exceptional circumstances. The notices to Principal Artists involved will also be emailed to the relevant Agents.

9.2 The notice will include the date and time of the recording, together with as much additional relevant information (including the intended purpose(s) of the recording) as is known at that time.

10 Audit

The Company will maintain separate and accurate records solely relating to the exploitation of recordings and other products. These records will contain all information reasonably required to verify net income received by the Company from exploitation of a recording - gross receipts, commissions, marketing expenses and distribution costs. Upon reasonable notice, an artist's authorised representative will no more than twice each year be entitled to a reasonable inspection and examination of appropriate Company records. Should a discrepancy of 10% or more be discovered, the cost of such examination will be borne by the Company, otherwise the cost will be borne by the artist.

11 Review of Arrangements

It is agreed there will be a Review of these Arrangements during the life of this Agreement.

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

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

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2018/744

Applicant:

Opera Australia

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Mahua Das, Human Resources Director for Opera Australia give the following undertakings with respect to the Opera Australia Orchestra Enterprise Agreement 2017-2019 ("the Agreement"):

1. I have the authority given to me by Opera Australia to provide this undertaking in relation to the application before the Fair Work Commission.
2. Paternity Leave – The unpaid paternity leave entitlements of all eligible employees will be no less than those in the National Employment Standard (Ref. Clause 38.1.2)
3. Rate of Pay for the Concertmaster/Co-concertmaster and/or Associate Concertmaster (Ref. Clause 18.3.2) will be no less than that of:
 - a) Level 14 Principal Musician's rate of pay in the Live Performance Award 2010 and;
 - b) Level 6 Section Leader/Principal Musician's rate of pay in the Agreement
4. Notwithstanding clause 18.3.2, Concertmaster/Co-Concertmasters and Associate Concertmasters are covered by the Dispute Settlement Procedure in clause 17 of the Agreement.
5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

18 June 2018

Date