



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Adelaide Symphony Orchestra Pty Ltd T/A Adelaide Symphony Orchestra**  
(AG2018/3354)

### **ADELAIDE SYMPHONY ORCHESTRA MUSICIANS AGREEMENT 2017 - 2019**

Live performance industry

COMMISSIONER PLATT

ADELAIDE, 14 DECEMBER 2018

*Application for approval of the Adelaide Symphony Orchestra Musicians Agreement 2017-2019.*

[1] An application has been made for approval of an enterprise agreement known as the ADELAIDE SYMPHONY ORCHESTRA MUSICIANS AGREEMENT 2017 – 2019 (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Adelaide Symphony Orchestra. The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 2 November 2018.

[3] On 16 November 2018, I conducted a telephone conference with the parties to seek clarification about aspects of the Agreement and invited the Respondent to address these matters including the provision of an undertaking.

[4] The Applicant has submitted an undertaking in the required form dated 13 December 2018. The undertaking deals with the following topics:

- For the purpose of clause 48.1, in addition to the leave entitlements under this clause, special leave and community service leave will be provided as per the National Employment Standards (NES).
- For the purpose of clause 55.4 (unauthorised absence), an employee will be entitled to the minimum notice period as required by the NES.
- For the purpose of clause 11, part-time employees will be scheduled for a minimum of two (2) calls, or 6 hours per week, as stipulated in the *Live Performance Award 2010* (the Award).
- For the purpose of the Agreement, a call will be deemed to be a minimum of three (3) hours and paid accordingly, regardless of duration.

- For the purpose of clause 42, for the avoidance of doubt, where the *Fair Work Act 2009* (Cth) (the Act) provides for a more favourable outcome for an employee in relation to personal/carer's leave, the employee will receive the benefit of that entitlement under the Act.
- The Employer undertakes to pay employees allowances arising under the Award which were omitted from the Agreement. These allowances include reimbursement allowance, use of a vehicle allowance, expense related allowances, special allowances, instrument allowances and travel allowance, the latter of which further includes accommodation allowance, meals whilst travelling allowance, incidentals whilst travelling allowance and transportation of luggage and instrument allowance.
- For the purpose of clause 69, the Employer will include all expense related allowances and will use the appropriate index for adjustments.
- For the purpose of clause 17.4, audition calls will be a maximum of three (3) hours in accordance with the Award.

[5] A copy of the undertaking has been provided to the bargaining representatives and I have sought their views in accordance with s.190(4) of the Act. The bargaining representatives did not express any view on the undertaking.

[6] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

[7] 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) of the Act I note that the Agreement covers this organisation.

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

[9] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days from the date of approval of the Agreement. The nominal expiry date is 31 December 2019.



COMMISSIONER

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adelaide symphony orchestra



Adelaide Symphony  
Orchestra Musicians  
Agreement

2017 - 2019

**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.**

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## 1 TITLE

1.1 This Agreement shall be known as the Adelaide Symphony Orchestra Musicians Agreement 2017- 2019.

## 2 OBJECTIVES

This Agreement supports the Adelaide Symphony Orchestra in its mission to inspire present and future generations with the power of – and our passion for – live orchestral music. The Agreement seeks to create a working environment that:

- Fosters a culture of performance excellence, allowing the Adelaide Symphony Orchestra to compete as a major orchestra
- Encourages constructive, collaborative and harmonious relationships throughout the organisation
- Is relevant to the diversity of Adelaide Symphony Orchestra’s output as an evolving, 21st century orchestra.

## 3 APPLICATION AND PARTIES BOUND

3.1 This agreement shall apply to the Adelaide Symphony Orchestra Pty Ltd, the Media, Entertainment & Arts Alliance, and all musicians employed by the Adelaide Symphony Orchestra Pty Ltd.

## 4 DURATION

4.1 This Agreement will commence 7 days after its approval by the FWC and will have a nominal expiry date of 31 December 2019. The Agreement will continue to apply after its expiry date until the Agreement is varied, replaced or terminated in accordance with the Act. Pay adjustments will occur in accordance with the provisions of clauses 56 and 57.

## 5 DEFINITIONS

**Act** means Fair Work Act 2009 (Cth).

**ASO and Company** are the Adelaide Symphony Orchestra Pty Ltd.

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

**Establishment strength** means the number of permanent players for an orchestra of 75 musicians.

**FWC** is the Fair Work Commission.

**General Rehearsal** is the final rehearsal call of a given program before the performance takes place.

**ASO Management Committee** is to be constituted by the Managing Director, Concertmaster, Players Committee Executive, SOMA representative, members of the Players Committee, members of management team. Variation may occur by mutual agreement.

**The ASO Management Committee Executive** shall consist of the members of the Players' Committee Executive plus the Managing Director and other staff members as required.

**Mixed Appearance** is a call during which both a rehearsal and performance take place.

**NES** is the National Employment Standards contained in the *Fair Work Act 2009*.

**Players' Committee or ASO Players' Committee** means a committee elected according to the Rules of the ASO Players' Association to discuss issues related to the activities, functions and employment environment of the ASO, and shall form part of the ASO Management Committee. The ASO Players' Committee shall abide by the ASO Players' Association Rules.

**Players' Committee Executive** shall consist of President, Vice-President, Secretary, or their nominated replacement plus one other committee member as required, as elected pursuant to the ASO Players' Association Rules.

**Primary Carer** is a single parent or the member of a couple identified as having greater responsibility for the children. The primary carer is the person who generally:

- a) has major daily responsibility for caring for the child/ren in the family,
- b) looks after the child/rens' needs

**Section Leader** shall refer to a musician previously referred to as a "Section Principal".

**SOMA Committee** is the Committee elected by members of the Orchestra.

**Travelling time** means the period of time, while on a tour or day trip, spent travelling, directed by and arranged by the Company on any journey starting from the time specified by the Company for departure, up to the time of arrival at the specified destination including designated rest stops but excluding meal stops.

**Tutti musician** shall refer to a musician previously classed as Rank & File.

**Off-roster** are the calls scheduled in addition to core rostered activities undertaken by musicians on a voluntary basis. Musicians will be paid standard rates in addition to their salary.

**Out-of-cycle:** shorter meeting calls which, by mutual agreement are not subject to daily, weekly or cyclic call limits and thus may be scheduled more flexibly for mutual convenience. These calls are added to the yearly total.

**Union** is the Media, Entertainment & Arts Alliance (MEAA).

**Weekday** means any day other than a Saturday or a Sunday.

## **6 CONSULTATION - ASO MANAGEMENT COMMITTEE**

### **Objectives:-**

*This clause is designed to establish a decision-making forum for all employees. It acknowledges that orchestral performances are fundamental to the Company's existence and as major stakeholders; the musicians have a vital role in decisions affecting the direction and efficient running of the organisation. The Management Committee also encourages musician's participation in the artistic and administrative processes that affect their working lives with the aim of creating a collaborative approach to decision making.*

### **Commitments:-**

*The parties agree to maintain an open decision making process. In this regard the parties are committed to the mutual exchange of information and communication on matters affecting, or having the potential to affect, the activities or functioning of the Orchestra or the working environment. The parties recognise that for the process to be successful, it needs to enjoy the confidence of all major stakeholders. Consistent with commitments made under this Agreement, this agreement provides for participation by musicians in decision making.*

- 6.1 The Management Committee shall oversee the operation of the following ASO consultative committees:
  - a) Management Committee Executive
  - b) Artist and Repertoire Committee
  - c) Section Leaders Committee
- 6.2 The purpose, membership and function of the 4 committees listed above are outlined in Appendix 3 of this agreement.
- 6.3 Agendas will be circulated prior to committee meetings, and agreed minutes will be kept on record.
- 6.4 Musician representatives will have access to meeting venues and administrative facilities to prepare for meetings and disseminate information arising from such meetings.

### **CONSULTATION REGARDING MAJOR WORKPLACE CHANGE**

The parties to this agreement acknowledge that achieving real and sustainable workplace change is best realised by cooperative and open change management processes as detailed in the following clauses.

#### **Consultation with Players Committee regarding proposal of Major Workplace Change**

- 6.5 Where the Company is proposing to make 'major workplace changes' that are likely to have a significant effect on musicians, the Company shall notify the Players' Committee and the Union. Major workplace changes are changes which would have a significant effect on the way work is undertaken by musicians. Examples of major workplace change include:
  - a) Change to the composition, operation or size of the orchestra or to the skills required of musicians
  - b) Changes to the legal or operational structure of the employer or business
  - c) The alteration of hours of work (whether calculated over 4 weekly or annual cycles)
  - d) The need to retrain employees
  - e) The need to relocate employees to another workplace
  - f) The restructuring of jobs
  - g) The elimination or diminution of job opportunities, or job security (including opportunities for promotion or tenure)
  - h) The termination of the employment of employee/s, including redundancies.
- 6.6 Notification to the Player's Committee and Union shall be in writing and provide all relevant information about the changes including:
  - a) Nature of the changes proposed
  - b) Reasons for the proposed changes
  - c) Financial and artistic justification for the proposed changes
  - d) Any expected changes to either the terms and conditions of employment or working conditions of musicians
  - e) In the event that proposed changes would result in the termination of employment, notification will also include:
    - Measures to avoid or minimise the termination of employment.
- 6.7 The company shall commence a consultation process with the Players' Committee and the Union as soon as practicable after notifying the parties in order to avert or mitigate any adverse effects on musicians which might



ensue from the proposed changes.

- 6.8 The consultation process will allow a free exchange of ideas and views affecting the interests of employees and the organisation through which there is the ability to jointly examine and discuss issues of mutual concern. Where applicable, such consultation will include issues of redeployment and retraining and whether or not redeployment can be effected.
- 6.9 To ensure meaningful consultation, both parties will give prompt and genuine consideration to matters raised about the proposed change.
- 6.10 The parties agree to act in good faith in relation to the consultation process.
- 6.11 While consultation is occurring, the parties will abide by the status quo that existed immediately before the subject matter arose.

#### Consultation with musicians following a decision to implement Major Workplace Change

- 6.12 If following consultation with the Players Committee and the Union as set out above, the Company makes a decision to implement the proposed change, the Company must notify the relevant musicians who may be affected by the change being implemented.
- 6.13 As soon as practicable after making a decision to implement major workplace change, the Company must discuss with the affected Musician(s):
  - a) The introduction of the change;
  - b) The effect the change is likely to have on the musician or musicians; and
  - c) Measures the Company is taking to avert or mitigate the adverse effect of the change on the musicians; and
  - d) For the purposes of the discussion – the Company will provide in writing, to the Musician or Musicians
    - i. All relevant information about the change including the nature of the change proposed;
    - ii. Information about the expected effects of the change on the employees; and
    - iii. Any other matters likely to affect the employees.
- 6.14 The Company must give prompt and genuine consideration to matters raised about the major change by the Musicians.
- 6.15 For the purposes of sub clauses;  
**'Good faith'** includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons and to refrain from unfair conduct that may undermine consultation.

#### CONSULTATION ABOUT CHANGES TO ROSTERS AND HOURS OF WORK

- 6.16 Where there are proposed changes to musicians' regular roster or ordinary hours of work the Company will:
  - a) provide information to musicians about the change; and
  - b) invite musicians 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 employees about the impact of the changes provided that the terms and conditions as otherwise set out in this Agreement will continue to regulate the ordinary hours of work and roster changes.
- 6.17 An affected employee/s is entitled to be represented by a representative of their choice for the purposes of this clause.

## EMPLOYMENT CONDITIONS

### 7 PRIMARY WORK COMMITMENT

- 7.1 All permanent musicians will regard the Adelaide Symphony as their primary work commitment. Musicians undertaking other activities shall do so without compromising the quality of their work with the Adelaide Symphony Orchestra.

### 8 GENERAL CONDITIONS OF EMPLOYMENT

- 8.1 The terms and conditions of employment contained in this Agreement will be interpreted subject to the minimum employment conditions contained in the NES pursuant to sections 55 and 56 of the *Fair Work Act 2009*.
- 8.2 The salary prescribed by this Agreement shall be paid to each musician who, during any week, is ready and willing to perform the work provided for by the Agreement irrespective of whether or not the musician is required to perform that work.
- 8.3 Unless mutually agreed to the contrary, the employment of a musician is to be terminated, in the case of principals, only by twelve weeks' notice given in writing by the musician or the Company and, in the case of other musicians, six weeks' notice in writing. Notice may be given on any day. This sub clause shall not apply in respect of termination under loss of proficiency matters or, for serious misconduct or negligence.
- 8.4 Nothing in this Agreement shall be deemed to restrict the right of the Company to summarily dismiss a musician without notice for proven gross misconduct or negligence, and in the case of such a dismissal, wages shall be payable for the employment up to but not after the time of dismissal.
- 8.5 Notwithstanding anything elsewhere contained in this Agreement the Company, if satisfied that the musician cannot be usefully employed in rehearsal or performance, may deduct payment of wages for any day on which that musician cannot be so employed because of any strike by ASO musicians.
- 8.6 Any breakdown of machinery or any other stoppage of work unavoidable by the Company, including a stoppage due to weather, will not result in a deduction of wages.

## TYPES OF EMPLOYMENT

All Musicians are engaged by the Company as either permanent, fixed term contract or casual employees.

### 9 PERMANENT EMPLOYMENT

- 9.1 A permanent Musician is an employee who is appointed to a permanent position in the orchestra.
- 9.2 All appointments to permanent positions are by the audition and trial procedures detailed in Clauses 32, 33 and Appendix 4 of this agreement.
- 9.3 A permanent Musician is engaged on the terms and conditions set out in this agreement.

### 10 FIXED TERM EMPLOYMENT

A fixed term Musician is engaged by the Company for a fixed term.

- 10.1 Fixed Term employment may be offered, subject to consultation with the Management Committee about the need for fixed term employment, in the following circumstances:
- for positions of Concertmaster and Co-concertmaster;
  - to musicians of non-resident status for positions which have been difficult to fill;
  - in order to attract an exceptional musician to enhance and strengthen the Orchestra for specified

- d) programs or periods of time;
- d) other positions from time to time as agreed.

10.2 Fixed term engagements in the following circumstances shall not require Management Committee deliberation:

- a) The engagement of musicians to backfill positions to cover absences of regular musicians on leave, or to fill temporary vacancies.
- b) The engagement of musicians to externally funded positions.
- c) Musicians with Temporary Residency Status with full working rights.

10.3 All fixed term employees will be offered a written contract which will contain the following minimum information:

- a) The Agreement upon which the contract is based.
- b) The date of commencement and expiration of the contract.
- c) The salary and any applicable allowances.
- d) Position and location.
- e) The responsibilities of the position.
- f) The rights and obligations of the parties.

10.4 The total terms and conditions package provided under the terms of the contract shall not be less than the total of the corresponding Agreement terms and conditions.

10.5 If a contract of twelve (12) months or more duration is not to be renewed, the musician shall be advised at least two (2) months prior to the expiration date of the contract.

10.6 Fixed term employment shall not be used to undermine the establishment strength.

10.7 The parties shall monitor the application of this clause.

## 11 PART TIME EMPLOYMENT

Musicians may be employed on a part-time basis under the provisions of the following clauses:

- 1. CLAUSE 14 - Musicians with Family Responsibilities
- 2. CLAUSE 79 - Transition to another career
- 3. CLAUSE 80 - Transition to retirement

## 12 CASUAL EMPLOYMENT

12.1 A casual musician is engaged by the Company by the call.

12.2 Confirmation of casual employment shall be made in writing.

12.3 Unless at least fourteen days' prior notice of cancellation of the agreement is given, casual engagements with the Adelaide Symphony Orchestra shall be paid for, whether held or not.

12.4 If a temporary or casual musician's engagement is terminated all moneys due under this Agreement shall be paid by the first payday immediately following the pay period in which the engagement of the temporary or casual musician is terminated.

12.5 A casual musician shall be paid at the appropriate hourly rate derived from the rates contained in clause 56 plus a loading of 20%.

12.6 In addition to the casual loading under sub clause 12.5, for work performed by a casual on a Sunday, Christmas Day, Good Friday or Labour Day, the rate of pay shall be double the appropriate hourly rate

derived from the rates contained in clause 56.

- 12.7 In addition to the casual loading under sub clause 12.5 for work performed on New Year's Day, Australia Day, ANZAC Day, Easter Saturday, Easter Monday, Birthday of the Sovereign, Boxing Day/Proclamation Day in South Australia, Adelaide Show Day holiday or other day gazetted by the South Australian Government, payment at the rate of time and a half at the appropriate hourly rate derived from clause 56 shall be made for each call.
- 12.8 A musician engaged on a casual basis to tour with the orchestra shall be paid one call for each half day whilst the orchestra is on tour.

### 13 ENGAGEMENT OF OVERSEAS MUSICIANS

- 13.1 The Company and the players agree with actively supporting the employment of resident musicians. To that end, non-resident musicians, who do not hold Australian citizenship; will only be engaged in accordance with clause 10 of this Agreement and the appropriate Australian Government immigration requirements.
- 13.2 The Company may recruit musicians of non-resident status providing that it shall advertise and audition twice in Australia before advising the musician representatives of its intention to advertise overseas. Musicians recruited as non-resident musicians who are nearing completion of their contract of employment may be offered a further contract of employment or ongoing employment subject to satisfying Australian immigration requirements.

### 14 MUSICIANS WITH FAMILY RESPONSIBILITIES – PART TIME PROVISIONS

- 14.1 The parties to this agreement are supportive of assisting musicians of the ASO balance their work and family commitments and to this end, agree to investigate limited possibilities for part-time employment of permanent players during the life of the agreement.
- 14.2 By mutual agreement, a musician who is the primary carer (as denoted in the definitions), may work part-time for one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- 14.3 Any trial of such provisions shall be monitored by the Management Committee.
- 14.4 Subject to artistic requirements, casual players will be used to ensure that the full establishment strength of the orchestra is maintained.

### 15 DUTY STATEMENTS

#### 15.1 DUTY STATEMENTS: - Tutti Musicians

General duties and work requirements.

**Tutti Musicians** shall:-

- a) play the instrument/s and parts for which the musician was engaged/auditioned;
- b) play any instrument in the relevant family of instruments (see below, "instrument families") provided:
  - i. there is a doubling part and the musician was engaged/auditioned on the relevant instrument(s); or
  - ii. the musician is willing and has a recognised professional level of competence; or
  - iii. the musician is willing, and provided that the musician's artistic standards are not compromised;
- c) provided that the artistic standards of the orchestra are not compromised,
  - i. perform higher duties, if willing;
  - ii. play in combinations of seven or less, if willing;

- iii. play off-stage at the conductor's direction (subject to the musician's classification);
- d) undertake preparation of relevant parts in advance of the first rehearsal;
- e) rehearse and perform relevant parts as required;
- f) mark parts and convey all relevant information consistent with section leader's instructions, in a concise and timely manner;
- g) maintain a fully professional appearance and behaviour whilst 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;
- ii) participate on auditions panels, trial assessment meetings, 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.

## 15.2 DUTY STATEMENTS: - Principal Musicians

### General duties and work requirements.

#### Principal musicians shall:-

- a) play the instrument/s and parts for which the musician was engaged/auditioned
- b) play any instrument in the relevant family of instruments (see clause 15.8) provided:
  - i. there is a doubling part and the musician was engaged/auditioned on the relevant instrument(s); or
  - ii. the musician is willing and has a recognised professional level of competence; or
  - iii. the musician is willing and provided that the musician's artistic standards are not compromised;
- c) provided that the artistic standards of the orchestra are not compromised,
  - i. if applicable, perform higher duties, if willing;
  - ii. play in combinations of seven or less, if willing;
  - iii. play off-stage at the conductor's direction (subject to the musician's classification),
- d) undertake preparation of relevant parts in advance of the first rehearsal;
- e) rehearse and perform relevant parts as required;
- f) if applicable, mark parts and convey all relevant information consistent with section leader's instructions, in a concise and timely manner;
- g) maintain a fully professional appearance and behaviour whilst on duty;
- h) participate in the relevant musical responsibilities of the section;
- i) if applicable, follow the directions of the Section Leader in all matters relating to style, ensemble, intonation, articulation and bowing (as relevant), and seating;
- ii) participate on auditions panels, trial assessment meetings, 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.

## 15.3 Principal musicians/Specific duties.

*The positions of Piccolo, Cor Anglais, Bass Clarinet, Contra Bassoon, 3rd Horn, 3rd Trombone (Bass), Tuba, Harp, Timpani and Principal 1st Violin are Principal positions.*

- a) The principal Piccolo, Cor Anglais, Bass Clarinet and Contra Bassoon may be required to play:
  - i. any part written for their specialist instrument,
  - ii. any doubling part involving their specialist instrument and the section's main instrument,

- iii. in any position except section leader whether or not a doubling part is involved. It is agreed that the requirement to play parts not involving the specialist instrument will arise either from the scoring of a particular work, or the need to achieve a balanced workload across the section.
- b) The positions of Piccolo, Cor Anglais, Bass Clarinet, Contra Bassoon are primarily responsible for their specialist part.
- c) The Principal 1st Violin shall:
  - i. sit on the front desk as required or any other position as agreed;
  - ii. lead the orchestra as required;
  - iii. prepare and play relevant solos;
  - iv. assist the Concertmaster in managing the section and preparing parts.
- d) 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 third or fourth trombone if not otherwise playing Bass Trombone;
  - iv. play second or first trombone, provided the musician agrees and has a recognised level of proficiency for playing these parts.
- e) The Principal 3rd Horn shall play 1st horn as required.
- f) The Principal Tuba shall play, on the most suitable instrument available, parts written for Ophicleide and Cimbasso.

#### 15.4 DUTY STATEMENTS: - Associate Principal Musicians

In addition to the "General duties and work requirements of Principal Musicians", **Associate Principal Musicians** shall:

- a) prepare and play relevant solos;
- b) assist the Section Leader in managing the section and preparing parts;
- c) share the musical responsibilities of the section and lead the section when required; if acting as Section Leader, the appropriate clause shall apply;
- d) in the absence of the Section Leader, deputise for the Section Leader as required; see above;
- e) in the case of wind and brass, play any part in works requiring the whole section;
- f) in the case of the strings, sit on the front desk or in another place as required.

#### 15.5 DUTY STATEMENTS: - Section Leaders (excepting First violins)

In addition to the "General duties and work requirements of Principal Musicians", **Section Leaders** shall:

- a) prepare and play the first part of the section and relevant solos of the repertoire; lead and direct the section;
- b) take responsibility for the style, intonation, balance, ensemble, rhythm and preparation of the section;
- c) in the case of string principals, prepare 1st desk part with bowings and other markings from concertmaster's part;
- d) play other parts from time to time in an emergency at his/her discretion;
- e) take responsibility in the first instance for the general discipline of the section;
- f) take responsibility in the first instance for rostering the section (this may be delegated), and in string sections for seat allocation ensuring that appropriate input is received from section members and due consideration is given to artistic standards;
- g) prepare suitable audition material for auditions and casual assessments relevant to the section and consult with management on the engagement of casual musicians.

#### 15.6 DUTY STATEMENTS: - Associate Concertmaster

In addition to the "General duties and work requirements of Principal Musicians", and the duties of a "Section Leader", **the Associate Concertmaster** shall:

- a) sit next to the Concertmaster or in other positions as agreed with the Concertmaster;

- b) lead the orchestra and assume the performing duties of Concertmaster in his/her absence or as required;
- c) prepare and play relevant repertoire solos in consultation with the Concertmaster;
- d) be available to cover for the Concertmaster in an emergency for all programs, whether rostered on or not for the program;
- e) take responsibility for tuning the orchestra, when required by the Concertmaster.

### 15.7 DUTY STATEMENTS: - Concertmaster

Cognisant of the duties of the "General duties and work requirements of Principal Musicians", and "Section Leaders", the **Concertmaster** shall

- a) oversee and participate in all activities of the orchestra as agreed with management;
- b) lead the orchestra;
- c) prepare bowings for the first violins and liaise with other string Section Leaders for appropriate bowings;
- d) prepare and play relevant repertoire solos;
- e) take responsibility for tuning the orchestra;
- f) consult with the Conductor on musical and artistic matters;
- g) maintain a fully professional appearance and behaviour whilst performing and rehearsing;
- h) participate on auditions panels, trial assessment meetings, consultative, orchestral and artistic meetings as required;
- i) not unreasonably refuse to be available for meetings with management and colleagues to discuss job related issues;
- j) undertake promotional activities as agreed;
- k) meet with management to discuss artistic, program and administrative matters;
- l) take responsibility for rostering and allocation of seating for the first violin section;
- m) consult with section members as appropriate;
- n) take responsibility for general orchestral discipline;
- o) conduct the orchestra as agreed with orchestral management;
- p) take/share responsibility for artistic oversight and standard of the orchestra.

### 15.8 INSTRUMENT FAMILIES

#### FLUTE

Piccolo  
Alto flute

#### HORN

Wagner tuba  
French horn

#### OBOE

Cor Anglais  
Heckelphone  
Oboe d'amore

#### TRUMPET

Bb trumpet  
C trumpet  
D trumpet  
Piccolo trumpet  
Rotary valve trumpet  
Flugel horn  
Cornet  
Bass trumpet

#### CLARINET

A clarinet  
Bb clarinet  
C clarinet  
Eb clarinet  
Basset horn  
Bass clarinet

#### TROMBONE

Bass trombone  
Alto trombone  
Bass trumpet  
Euphonium

#### BASSOON

Contrabassoon

## 16 ROSTERS, WORKLOAD MANAGEMENT AND ROSTERING

### ROSTERS

- 16.1 Draft rosters shall be subject to the agreement of the ASO Management Committee and subsequent amendments shall be subject to the further agreement of the ASO Management Committee Executive. For the purposes of this clause, a SOMA Committee representative shall participate as a full member of the Management Committee Executive.
- 16.2 The ASO Management Committee or designated 'Artist and Repertoire' sub-committee shall play a significant role in the evolution of the draft roster.
- 16.3 Except by mutual agreement and subject to the agreement of the parties to this agreement, any change to the rostered arrangements for any day within a cycle shall not be made with less than 14 days' notice prior to the day concerned. In such circumstances where a change is agreed within 14 days, reasonable consideration shall be given to players who are unable to change prior commitments. Wherever possible, the Company shall endeavour to provide twenty-one (21) days' notice in the case of free days.
- 16.4 Every attempt will be made to ensure that music shall be provided to players no later than two weeks prior to the first rehearsal in a legible form of manuscript.

## WORKLOAD MANAGEMENT

*The effective management of workload is essential to ensure a healthy working environment and the sustainability of the orchestra and the careers of its musicians. The parties agree that a reasonable balance needs to be struck between sustainable workloads, the prevention and management of injuries, ensemble stability, levels of utilisation and work/life balance. Weekly, cyclic and yearly call ceilings, the mid-year break and additional rostered time off as required are all part of this philosophy.*

*Section leaders will monitor the workload and general wellbeing of their section and liaise with the Orchestra Manager, rosterer (if applicable) and if necessary, the Manager, People and Culture to ensure that rostering provides for a workload that is sustainable for all musicians.*

## ROSTERING

- 16.5 Section rostering will be undertaken by the relevant Section Leader (or designated proxy as agreed) in consultation with the Orchestra Manager. The Management Committee Executive will have oversight over all section rosters.
- 16.6 Subject to the provisions set out elsewhere in this agreement, players may be rostered in ensembles or individually.
- 16.7 The Operations Department will maintain a detailed list of all musicians' historical and estimated rostered calls by day and project, and make such information available on request to the applicable musicians, the Players' Committee, the SOMA Committee and the applicable Section leader.
- 16.8 Guiding principles for rostering:
- a. As far as is possible, even workloads should be achieved by all players in a given section throughout the year.
  - b. As a guide, musicians should undertake no more than 10 consecutive weeks of intensive workload before being rostered off. An intensive workload is a period where a musician is consistently close to their upper call limit and / or contains repertoire that is widely understood to be particularly taxing.
  - c. Casual musicians may be engaged to provide relief for permanent and contract musicians where a need can be demonstrated.
- 16.9 Players who are 'rostered-off' may be recalled to work to fulfil duties within their job description if a player who is 'rostered on' becomes unavailable. Where possible, the need for this action will be discussed with the Section Leader concerned. String players will not normally be recalled to work once the rehearsal period is over.

## 17 HOURS OF EMPLOYMENT AND CALL CONDITIONS

### Objectives:-

*Where possible, all work in any week will be contained within five days, with at least two (2) free days being*



consecutive. Where possible no more than eight playing calls shall be rostered in any one week.

Notwithstanding this objective, the Adelaide Symphony Orchestra will require flexibility of working conditions in order that a wide range of performance projects may be undertaken while having regard to work health & safety, family, artistic and professional considerations.

17.1 The Company will ensure 8 free days per cycle for at least 6 of the 12 cycles per calendar with the other 6 cycles subject to operational requirements, with the intention of providing 8 free days per cycle where possible.

17.2 The standard working four week cycle shall be 32 calls. Of these, no more than ten calls may be rostered in a single week without incurring overtime. This shall constitute full time employment.

17.3 Subject to the agreement of the ASO Management Committee, additional orchestral calls may be worked or accrue within a particular four (4) week cycle. When this occurs, time off in lieu of the additional work performed or calls accrued, shall be taken at a mutually convenient time or attached to the mid-year break.

17.4 The maximum duration of a call is specified in the following table.

<b>Type of call</b>	<b>Duration of call</b>
Rehearsal	2.5 hours
General Rehearsal	3 hours
Performance	3 hours
Mixed appearance	3 hours
Recording	2.5 hours
Non-playing call	3 hours
Audition	4 hours

#### Notes

- i. Rehearsal or recording calls of 3 hours duration may be scheduled in special circumstances as agreed with the ASO Management Committee.
- ii. Meetings of 2 hours may be scheduled without a break.
- iii. When two calls in one day are to be used for the one audition, the combined call hours shall not exceed six hours without an overtime payment.
- iv. Rehearsal calls of 3 hours duration may be scheduled for an opera production up to two occasions (including the General Rehearsal) unless otherwise agreed.

17.5 No individual musician shall work more than two calls in any day.

17.6 No individual musician shall work more than eight days consecutively.

#### 17.7 REST BREAKS

- a) In any playing call, except as detailed in sub-clause 18 of this clause, no musician will be required to work for a period in excess of 90 minutes without a fifteen-minute rest break. No musician will be asked to return to the stage or pit before a period of fifteen minutes has elapsed.
- b) In any live performance of a single work intended by the composer to be performed uninterrupted, a rest break shall not be provided. Overtime is payable should the performance exceed 90 minutes without a break. The same arrangements shall apply for a run-through of the work at a General Rehearsal.
- c) Performances with multiple works exceeding 90 minutes may be scheduled subject to the agreement of the Management Committee. Overtime shall be payable should any segment of the performance exceed 90 minutes without a break. The same arrangements shall apply for a run-through at a General Rehearsal.

17.8 At the discretion of the Conductor, and subject to mutual agreement, calls of two hours without a break may occur with no additional remuneration in lieu of calls scheduled for two and one half hours.

17.9 A minimum period of one hour shall be allowed for lunch between the hours of midday and 2.00pm and for dinner between the hours of 4.30pm and 7.30pm respectively, provided that the 2.00pm deadline may be

extended by up to 30 minutes, if required. This clause shall not apply for any performance call or mixed appearance where it is the only call for that day. In special circumstances, alternative arrangements may be agreed between parties.

17.10 The first call on any day shall not commence within 11 hours of the employee concerned last having performed duty, except where the orchestra returns from a country tour when the first call shall not commence within 12 hours of arrival at the terminal depot.

## MIXED APPEARANCES

17.11 Where a musician is called for a "mixed appearance call" a 15 minutes interval shall be allowed between rehearsal and performance, and there shall be a maximum of 90 minutes rehearsal. Mixed Appearances will only be scheduled when performances:

- a) are in a different venue to that of the General Rehearsal or;
- b) if the mixed appearance is the only rehearsal for the programme or;
- c) other circumstances as agreed by the Management Committee.

17.12 Except by mutual agreement a musician shall not be required, without additional payment as for an extra appearance:

- a) to attend for a performance within two hours from the time the musician finishes travelling on any journey where the travelling time as defined in Clause 24.8(b) of this Agreement exceeds 2 hours.

OR

- b) to attend for a performance within one hour from the time the musician finishes travelling on any journey where the travelling time as defined in Clause 24.8(b) of this Agreement exceeds 1 hour but is less than 2 hours. This sub clause shall not apply to travel that remains inside a 50 Km radius of the Adelaide GPO.

17.13 No playing duty shall be required for 2 hours before an evening performance except in the case where the performance forms part of a mixed appearance call.

17.14 Where an evening call is made for a major subscription concert or for a concert performance involving similar symphonic repertoire to be performed in the city centre, any prior call during that day shall end not later than 1.00 p.m and shall not involve a performance.

17.15 When at any call musicians are engaged in a public performance they shall not be required at such a call to perform any duty other than one such public performance. The only exception to this sub-clause shall be when a mixed appearance call is rostered.

17.16 No call will be rostered in any day when the period of actual travel exceeds 6 1/2 hours. No more than one call will be rostered in any day when the period of actual travel exceeds four hours, but is less than 6 1/2 hours. Provided that nothing in this paragraph shall operate so as to prevent a scheduled performance taking place where the period of actual travel is exceeded due to circumstances which are:

- a) reasonably beyond the control of the Company or;
- b) reasonably within the control of the Company and subject to payment as for an additional call.

17.17 Regular rostered orchestral meetings shall be held. Management Committee meetings will be held in rostered call time. Section Leader meetings will usually be held in rostered call time. If held out of cycle, such meetings shall count towards the maximum annual workload on the basis that 3 hours or part thereof, shall equal 1 call. Part of a call may be used for meetings.

## LEARNING

17.18 One (1) or two (2) consecutive schools concerts, daytime or promotional concerts up to 75 minutes duration may be performed in a three hour call, provided that no more than three concerts are performed on any one day.

## SCHOOL VISITS (combinations of fewer than eight players)

### 17.19 Scheduling of up to four concerts in one day.

On any week day, up to four concerts may be scheduled at individual venues provided that:

- a) there is full agreement with the players concerned
- b) no more than two concerts are scheduled per call
- c) each concert is not more than forty minutes in duration
- d) reasonable travelling distances are taken into consideration at the time of scheduling.

### 17.20 Scheduling of three concerts in one call.

Situations may arise where players may consider it more viable to have three short concerts scheduled within one call given the restrictions imposed by one or more of the following:

- a) class size
- b) programming for different age groups
- c) class and school timetables
- d) logistics of travel and location
- e) the need for continuity in performance.

In such circumstances, scheduling of three concerts in one call may occur provided that

- a) there is full agreement with the players concerned
- b) each performance is not more than forty minutes in duration
- c) all performances are at the one venue
- d) there is at least one fifteen minute break between any of the performances concerned
- e) the call shall count as two calls worked that day
- f) the roster reflects two calls scheduled
- g) no other call can be scheduled that day
- h) only one call of ensemble allowance be made payable.

Except as detailed above (17.19 and 17.20), other aspects of the Learning Program will be in accordance with this Agreement.

## 18 SUNDAYS

18.1 Permanent and Fixed Term Musicians may undertake performance calls, mixed appearances or a general rehearsal for a performance later that day on Sunday for no additional remuneration, provided that the Sunday work does not exceed the cyclic hours and that no more than six (6) Sunday calls per calendar year are worked.

18.2 Additional Sunday calls may be worked subject to mutually agreed terms and a written agreement between the parties.

## 19 PUBLIC HOLIDAYS

19.1 A public holiday which is not worked shall attract a credit of two calls towards the cyclic total for the relevant period during which the public holiday falls.

19.2 Where any of the days specified as a public holiday falls on a Sunday, and as gazetted by the State Government of South Australia is moved to fall on a normal week-day, work performed on that day shall be deemed to be undertaken on the public holiday and shall be paid for accordingly.

19.3. The hours of up to 3 public holidays can be re-credited to be taken consecutively to form part of the mid-year break.

## 20 MID-YEAR BREAK

20.1 The players and management of the ASO recognise the artistic, administrative, health and productivity benefits

that flow from a mid-year break from work activities.

- 20.2 This break shall take place around the middle of each year, at a time to be agreed by the ASO Management Committee in order to best suit the orchestra's operational requirements. Subject to sub clause 20.6, where possible, the break shall be scheduled in alignment with school holidays.
- 20.3 The calls of up to three (3) re-credited public holidays coupled with 6 days rostered free, shall be taken consecutively to form the mid-year break, of at least nine (9) days free from rostered duty.
- 20.4 The provisions of this clause do not apply to musicians engaged on a casual basis.
- 20.5 Musicians shall not undertake or engage in any other orchestral work during the mid-year break without the express permission from the ASO Management Committee Executive.
- 20.6 For individual musicians, the mid-year break may occur in one of two designated periods provided that the mid-year break shall occur during the months of June/July and individuals are provided with two (2) months' notice of the break.

## 21 MAXIMUM ANNUAL WORKLOAD

- 21.1 The maximum annual workload shall be 320 calls for each musician. As far as possible this workload shall be spread evenly across the playing year. The Company can oversee the distribution of workload for individual musicians.
- 21.2 The maximum annual workload will include all calls for which an individual musician is rostered. In addition the following attendances shall also be deemed to contribute to the individual's annual workload.

Auditions	4 hours or part thereof = 1 call (subject to clause 32.8)
Management Committee Meetings	3 hours or part thereof = 1 call
Artist and Repertoire Committee Meetings	3 hours or part thereof = 1 call
Section Leaders Meetings	3 hours or part thereof = 1 call
Group Feedback Meetings (held in accordance with Appendix 7b)	3 hours or part thereof = 1 call
SOMA branch with management	3 hours or part thereof = 1 call
Orchestra Meetings	3 hours or part thereof = 1 call
Community Partnership calls	3 hours or part thereof = 1 call
Touring as defined in Clause 24	3 hours or part thereof = 1 call
Players Committee President	15 calls per annum
Players Committee Vice President	10 calls per annum
Players Committee Secretary	10 calls per annum
SOMA National Officer	10 calls per annum
SOMA Committee members	6 calls per annum
WH&S Representative	6 calls per annum
National Music Camp tutors*	5 calls per annum

*\*A casual musician shall be employed for up to 5 calls if, cognisant of a period of heavy workload, the section leader makes such a request.*

- 21.3 Leave of absence for sick leave, family leave, jury service, maternity leave, parental leave, long service leave, approved Leave Without Pay and Professional Development Leave shall cause an adjustment to be made to the total annual maximum workload. Where a musician is absent during a calendar year that musician's annual maximum workload shall be reduced on a proportionate basis by the amount calculated (to the nearest full call) using the following formula:

$\frac{\text{period of absence (in calls)} \times 320}{352}$

352

An adjustment to the annual maximum workload for a musician commencing part way through a year shall also be made using this formula.

- 21.4 Calls credited for the mid-year break shall not be counted as calls actually worked.
- 21.5 The effective operation of this clause will be monitored and reviewed for the life of the agreement by the Management Committee.
- 21.6 Where a regular percussionist or harpist needs to spend more than 15 minutes setting up, disassembling, or tuning prior to or following a call, the musicians shall, at the discretion of the Management Committee, receive an annual allocation of calls, to be determined by the Management Committee.

## 22 OVERTIME

- 22.1 Overtime up to 30 minutes may be called at the conclusion of any call without consultation. Additional overtime may be worked only with mutual agreement.
- 22.2 Overtime shall not be payable, if the extra duty worked on any call is 5 minutes or less in excess of the scheduled call time to a maximum of four (4) calls in each cycle. For the purposes of this clause, performances will be deemed to have concluded when the concertmaster rises to leave the stage or pit following the final applause.
- 22.3 Where overtime provisions are exercised, and any subsequent call commences late, the second call may be extended to allow the full length of the call without further overtime payment.
- 22.4 An amount equal to normal overtime shall be payable for any playing in excess of ninety (90) minutes without a break except as provided for in this Agreement. This penalty, for playing in excess of ninety (90) minutes without a break, shall not be paid for the time that is concurrent with any overtime that may be called at the conclusion of any call. Overtime shall not be payable, if the extra duty worked on any call is 5 minutes or less in excess of ninety (90) minutes without a break to a maximum of four (4) calls in each cycle.

## 23 TRANSPORT IF NO PUBLIC MEANS AVAILABLE

- 23.1 Where a musician is required to travel at an early or late hour so that their normal means of public transport is not available or in circumstances where there is a risk to personal safety, the Company will be responsible for the reasonable cost of transportation home for that employee.

## 24 TOURING

- 24.1 Touring is part of normal orchestral activities and unless another provision of this Agreement is applicable in particular circumstances, a musician may be required to tour with the Orchestra.
- 24.2 Where work is to be undertaken by an employee at a place which is outside a 50km radius of the Adelaide GPO, the employee shall be provided with appropriate transport.
- 24.3 When travelling by air, the time of departure and arrival of the employee shall be deemed to be the time of departure from or arrival at (as the case may be) the terminal.
- 24.4 The Company shall transport (or pay the reasonable cost of transporting) double bass, harp, drums, contra bassoon, bass clarinet, cello, tuba and other bulky instruments when they are to be used for the purpose of the employment.
- 24.5 Comfort Stops - In the case of travel by road, the orchestra shall be allowed a comfort stop to a maximum of

1.5 minutes in each period of not less than two hours.

- 24.6 Except where mutually agreed, actual travel on any day shall not commence before 8.30 am whilst the orchestra is on tour. This prohibition does not apply to the first day commencing a tour.
- 24.7 Subject to this clause, where on any day, by a requirement of the Company, a musician undertakes an engagement away from home and time actually worked plus travelling time exceeds seven hours, all time of travel in the excess shall be paid for at half the entry level hourly base rate for Tutti musicians. This sub clause shall not apply to travel on tours, or to the time of travel between the hours of 10.30pm and 7.00am when the employee is provided with sleeping accommodation.
- 24.8 Where an employee is on tour and time actually worked plus travelling time in any week exceeds 34 hours, all time of travel in the excess shall be paid for at half the entry level hourly base rate for Tutti musicians.
- 24.9 If an employee is required to travel on a "free day" they shall be paid for all such time of travel at the rate of time and a half but no such payment shall be made:
- a) in respect of time between 10.30pm and 7.00am during any journey on which the employee is provided with sleeping accommodation; and
  - b) in respect of any such travelling time on any third (or more) "free day" in any week, payment shall be made at the rate per hour of a base grade musician in the unit to which the employee is employed. The maximum time, in any one day, for which payment may be made, is five hours.

All time paid for under this sub clause shall be excluded when calculating total hours worked in any week.

#### 24.10 INTERNATIONAL TOURS

- a. The company will consult with the Players Committee Executive as soon as is practical when considering an international tour.
  - b. The terms and conditions of work, travel, meals, incidentals, allowances, accommodation and health support for all Musicians who are undertaking an International tour are to be agreed by the parties to this agreement in writing prior to the tour.
- 24.11 For the purposes of this clause:
- a) "Time actually worked" means the period of time on any call from the time of commencement to the time of completion of that call;
  - b) "Travelling time" means the period of time spent in actual travel by public transport or transport chartered by the Company on any journey from the time specified by the Company for departure to the time of arrival at the specified destination.
- 24.12 In special cases if the musician is on tour and an illness has been contracted by the musician in the service of the Company is on tour and that illness is directly attributable to the fact that the musician was on tour, the Company may extend the period of sick leave with pay provided in accordance with this Agreement.

#### 25 PRIMARY CARER

- 25.1 Primary carers may be precluded from going on tour as a result of the operation of this clause, or they may elect to not go on a tour. Primary carers who are not going on tour for either reason may be required to perform other musical related activities or may be rostered off.
- 25.2 A primary carer will continue to receive their pay, unless where they are required to undertake other reasonable music related activities and they refuse to do so. The ASO Management Committee shall agree what constitutes reasonable music related activities.
- 25.3 When transport is provided by the ASO for orchestral tours and primary carers are not permitted to carry their infants on that transport, the use of an alternative vehicle may be approved, at the discretion of the Managing Director and reasonable expenses incurred by the primary carer may be reimbursed.

- 25.4 It is envisaged that the use of a private vehicle will only be approved for tours that involve a reasonable days driving.
- 25.5 Any decision by the Managing Director is subject to review at the musician's initiative through the dispute settlement clause of this Agreement.

25.6 Alternatives to touring will be discussed by the orchestra management and the player concerned.

## 26 PLAYING IN COMBINATIONS

- 26.1 A musician shall play as part of the full complement of the orchestra or in any ensemble provided that no musician shall be required to perform in a combination of fewer than eight musicians other than voluntarily.
- 26.2 Musicians involved in ensembles shall be eligible for higher duties allowance up to the level of Principal.

## 27 ABSENCE FROM DUTY

- 27.1 A musician who is absent from duty without reasonable explanation shall lose pay proportionate to their normal rate of pay for the time of the absence.
- 27.2 Provided that an employee who produces or forwards to the Company, within twenty four hours of the commencement of such absence, evidence satisfactory to the Company that the absence was reasonable, they may be granted leave without pay.
- 27.3 Nothing in this clause shall affect any right of the Company to terminate the employment in accordance with the provisions of this Agreement.

## 28 INSURANCE OF INSTRUMENTS

- 28.1 The Company will insure against loss or damages for all instruments which may be:
- owned by any player and used while carrying out his/her duties
  - on loan to any player and used while carrying out his/her duties
- 28.2 Insurance shall apply 24 hours a day and 7 days a week with worldwide coverage.
- 28.3 The insurance cover for each item shall be the amounts detailed in the Company's Policy Schedule.
- 28.4 The Company will meet all excesses and other costs, which the insurer may stipulate.
- 28.5 The Company will not be responsible for losses where the musician has not provided to the Company relevant information regarding the value or ownership of the instrument.
- 28.6 The Company shall make available a copy of the policy to musicians and in the event of any material change to the terms of the insurance policy, the Company will immediately advise the Management Committee and musician representatives.
- 28.7 Musicians shall contribute to the cost of insurance through fortnightly pay deductions in accordance with a formula and procedures agreed between the parties.

## 29 PARKING

- 29.1 The Company agrees to provide parking for regular and casual players at a location near its Hindley Street studio. From 1 January 2017, the Company will reimburse permanent musicians' receipts up to \$230 p.a. for parking at other Adelaide city venues to be submitted for payment within six months of receipt.

## 30 REDUNDANCY

- 30.1 Where the Company no longer requires the job a musician has been doing to be done by anyone and this may lead to termination of employment, the Company shall consult with the affected musician(s) and musician representatives in the process defined in clauses 6.5 to 6.16 'Consultation Regarding Major Workplace Change'.
- 30.2 For each completed year of continuous service, a severance benefit of 4 weeks' salary for the first 5 years, followed by 3 weeks' salary for each completed year thereafter, is payable to an employee if their employment is terminated through redundancy. The minimum severance payment is 8 weeks' salary and the maximum severance payment is 77 weeks' salary including the notice period.

## 31 PROVISION OF INSTRUMENTS

31.1 The Company shall provide the following instruments of professional standard as required:-

- a) Timpani
- b) Percussion
- c) Harp
- d) Piano, organ & keyboards
- e) Contrabassoon
- f) Bass Clarinet
- g) Wagner tuba
- h) Tuba
- i) Heckelphone
- j) Alto flute
- k) Contra bass clarinet
- l) C Clarinet
- m) Oboe d'amore
- n) Bass Horn
- o) Bass trumpet
- p) Cornets

## SELECTION AND APPOINTMENT

### 32 AUDITIONS

#### **Objectives:**

*The following clauses establish the procedure for filling orchestral vacancies in the Adelaide Symphony Orchestra and the players' ownership of the process. Through the audition and trial processes detailed in Appendix No.4 of this agreement, the Adelaide Symphony Orchestra seeks to appoint the finest musicians who will maintain or enhance the quality of the Orchestra.*

*The selection of musicians for appointment to the ASO will be in accordance with the merit principle. The principles of equal opportunity, non-discrimination and natural justice will be observed throughout the selection process.*

- 32.1 All appointments, either permanent positions or fixed term contracts in excess of one year shall be by the audition process as detailed in Appendix No.4 of this agreement with the following exceptions:
- a) The Concertmaster position shall be appointed and/or reappointed on the recommendation of a panel made up of all Section Leaders plus any other players chosen by the ASO Management Committee, in a process determined in consultation with the Management Committee.
  - b) as detailed in clause 10.1.
- 32.2 Appointment to a permanent position will follow the successful completion of the audition process, subsequent trial period and the approval of the Managing Director.



- 32.3 Any appointment to the ASO, whether permanent or fixed term, will be made on the basis that the player is of a sufficiently high standard to be considered as a full time member of the orchestra. Externally funded fixed term appointments shall be automatically renewed except when funding has been withdrawn.
- 32.4 Should a permanent Tutti Musician position become vacant in the String Section, the audition panel will reconvene to consider if a fixed term musician in the section, appointed through the audition process, should be appointed to the permanent position. Appointed fixed term musicians playing in higher positions, may be considered for a lower permanent position, if they express an interest. Such appointments shall not normally involve a further trial process.
- 32.5 All candidates for a particular position must be treated equally in all regards, including notification of audition dates, compulsory works and orchestral excerpts to be heard. No discrimination shall be made on the grounds of sex, race, age, sexuality, disability, marital or domestic partner status, caring responsibilities, association with a child, chosen gender, pregnancy, religious appearance or dress (in work or study) or spouse or partner's identity in line with *Equal Opportunity Commission SA* guidelines.
- 32.6 Auditions shall be held in rostered call time except when no other alternative can be found.
- 32.7 *Appendix No.4 – Audition and Trial Procedure* may be amended by the Management Committee in consultation with musicians of the ASO to ensure their ownership of the process.
- 32.8 Any audition or trial that commenced before the date of any amendment of the audition and trial provisions of this Agreement shall be conducted and completed under the provisions that operated prior to that amendment.

### 33 RELOCATION ALLOWANCE

- 33.1 On commencement of trial with the ASO, musicians shall be offered the following as minimum conditions:
- a) One way airfare from their current place of residence to Adelaide
  - b) Up to two weeks accommodation
  - c) Reimbursement of travel costs to attend audition (Maximum limit of \$765)
  - d) Reimbursement for the expense of shipping personal effects (Maximum limit of \$3,763)
- 33.2 Reimbursements under this clause are subject to the production of receipts for expenses incurred.
- 33.3 If a musician resigns from their position with the Company during the first three (3) years of employment, the musician agrees to repay relocation expenses as detailed below:
- a) Within the first year of commencement – reimbursement of 80% of total relocation assistance paid for by the Company.
  - b) Between one (1) and two (2) years of commencement – reimbursement of 55% of total relocation assistance paid by the Company.
  - c) Between two (2) and three (3) years of commencement – reimbursement of 27% of total relocation paid by the Company.
  - d) The Company will not seek reimbursement after three (3) years of employment.

### 34 PERFORMANCE MANAGEMENT

*The Adelaide Symphony Orchestra is committed to the establishment and maintenance of the highest possible performance standards. Professional Development, the Performance Feedback, Performance Standards and Loss of Proficiency processes contained in the Appendix of this agreement form a holistic and transparent procedure for managing artistic proficiency.*

APPENDIX 8: Performance Feedback Process

APPENDIX 9: Performance Standards Process

APPENDIX 10: Loss of Proficiency Process

*Individual and Group Feedback processes provide an important way in which performance standards can be maintained informally on an ongoing basis. Similarly, the Company is committed to providing appropriate Professional Development opportunities to maintain and improve performance. Individuals, groups and Sections are encouraged to consider development opportunities which would have a positive impact upon their performance, and request these through the Professional Development Fund,*

*It is however acknowledged that issues of poor performance may arise from time to time and in such circumstances musicians will be supported and given realistic time to achieve the required performance standards through the formal framework of the Performance Standards and Loss of Proficiency processes.*

*All matters relating to Performance Management will be dealt with sensitively, fairly and in a timely fashion. The Company will take every reasonable step to ensure musicians are clear about the standard of performance expected.*

## **WORKPLACE HEALTH AND SAFETY**

### **35 ASO MANAGEMENT MECHANISMS**

The parties recognise the importance of maintaining the highest standards of workplace health and safety.

Senior Management has overarching responsibility for WHS. The Management Committee shall oversee all policies and procedures regarding Workplace Health and Safety, including the operation of the ASO Workplace Health and Safety Committee.

In line with the the *Work Health and Safety Act 2012 (SA)*, the ASO Workplace Health and Safety Committee, which includes elected Musicians of the Orchestra, shall meet regularly (at least once every three (3) months) to manage the Orchestra's Workplace Health and Safety responsibilities.

Matters for attention include but are not limited to:

- a. Employee induction and training
- b. Hazard identification and prevention
- c. Workload management and injury prevention
- d. Environmental conditions (including temperature, noise levels etc.)
- e. Physical and mental wellbeing

Elected Workplace Health and Safety representatives will be given paid leave and all reasonable expenses to attend appropriate training courses.

### **36 USE OF HEARING PROTECTION**

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

### **37 PIT NET**

A pit net shall be used for all playing in the pit except where agreed to by the ASOPAC Players Executive & the WH&S player representative(s).

### **38 ACCOMMODATION**

38.1 The Company shall provide reasonable accommodation including lavatories and, where practicable, wash basins (with hot and cold water), rest rooms and lockers for the safe keeping of instruments.

### 39 GRIEVANCE HANDLING

The parties are committed to effective resolution at the workplace level of individual workplace grievances. In the event a Musician has an individual grievance with another person at work they will try to resolve the grievance with that person in the first instance.

If the grievance is not resolved in the first instance a Musician (and/or the Musician's representative) will discuss the issue with his/her immediate supervisor within the Orchestra. If the matter is not resolved at this point it may be raised with the Concertmaster. If it remains unresolved it may be referred to the Orchestra Manager.

The Orchestra Manager will consider the issues carefully, sensitively and where appropriate, in confidence and together with the Musician (and/or a Musician representative) to try to resolve the grievance.

If the Orchestra Manager is unable to resolve the grievance, or it is not appropriate that that person deals with the grievance, the matter is referred to the Manager People and Culture to resolve the grievance through mediation, which may include the use of external professional services. Where the grievance is not resolved through mediation or the matter is not appropriate for resolution through mediation, the Manager People and Culture and/or the Orchestra Manager will inform the Managing Director of the grievance. Where appropriate the Managing Director will discuss the grievance with the Players Committee Executive.

The Managing Director will seek to resolve the grievance matter and inform the Musician (and/or Musician representative) of their decision.

If a Musician informs the Company of a grievance with another person at the workplace and that grievance concerns matters which are potentially illegal and/or threaten the reputation of the Company or the Orchestra, the Company may inform the appropriate authority of those issues.

#### **Issues on behalf of more than one player.**

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

Employees are entitled to representation at any stage of the process.

### 40 DISPUTE RESOLUTION

The parties are committed to the efficient resolution of employment-related disputes.

If an employment related dispute relates to matters arising under this Agreement or one of the National Employment Standards then the following procedure will be used to settle the dispute.

A Musician(s) is entitled to be represented in a dispute resolution procedure.

- a) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Musician(s) and/or the Union and the Company.
- b) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Managing Director for resolution.
- c) If the dispute is not resolved by the parties being involved in the previous steps, either or both parties may refer the matter to the Fair Work Commission for resolution.
- d) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.
- e) If the Fair Work Commission is unable to resolve the dispute at the first stage the Fair Work Commission may then arbitrate the dispute and make a determination that is binding on the parties.

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

A decision that the Fair Work Commission makes when arbitrating may be appealed against consistent with the provisions the Act.

During the dispute resolution procedure while the parties are trying to resolve the dispute:

- A Musician(s) must continue to perform their work as normal unless there is a reasonable concern about an imminent risk to their health or safety; and
- A Musician(s) must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless the work is not safe; or
- Applicable Workplace Health and Safety Legislation would not permit the work to be performed; or
- The work is not appropriate for the employee to perform; or
- There are other reasonable grounds for the Musician(s) to refuse to comply with the direction.

**Note:** A reference to the FWC includes any successor organisation established by Federal legislation performing the same or similar functions as the FWC.

#### 41 DISCIPLINARY ACTION

The parties agree to a transparent disciplinary process for managing matters of a disciplinary nature, for non-playing poor conduct or serious misconduct at work. Any issues relating to a musician's performance standard are managed by the Performance Feedback Process in Appendix 8.

**Poor conduct** is when a Musician is behaving in an inappropriate way at work or the designated workplace.

**Serious misconduct** is when a Musician causes serious damage and /or imminent risk to the health and safety of another person or to the reputation of the Company and/or the Orchestra or deliberately behaves in a way that is inconsistent with continuing their employment.

##### **Poor Conduct**

Where it is alleged that a Musician exhibits poor conduct the Manager People and Culture will arrange to meet with the Musician and their representative to discuss the alleged poor conduct.

At the meeting the Company will inform the Musician (and/or their representative) what the concerns are. The Musician is encouraged to respond to the Company's concerns at the meeting.

At the first meeting the Company may, if the concerns are legitimate, outline reasonable steps for improvement to be undertaken by the Musician. If the allegations are upheld the Company will document the meeting and outcomes including the consequences of the Musician not taking reasonable steps for improvement. The Musician is entitled to respond in writing to the Company's documentation. The Musician's written response will form part of the Company record.

The Company will arrange a follow up meeting with the Musician (and/or their representative) to consider and discuss the Musician's conduct and whether or not there is progress towards improvement in the Musician's conduct.

In the event the Company considers the Musician has either not improved to the degree necessary, or at all since the first disciplinary meeting, the Company may recommend a course of action to the Managing Director.

The Managing Director will consider the matter and inform the Musician (and/or their representative) of their decision in relation to the disciplinary action.

##### **Serious Misconduct**

Where an allegation of serious misconduct is made against a Musician, the Company will arrange for the allegation to be investigated, which may be an externally appointed consultant. The Managing Director will determine if the musician may be suspended with pay during the period of the investigation.

If the allegation of serious misconduct concerns matters which are potentially illegal and/or may threaten the reputation of the Company or the Orchestra, the Managing Director may inform the appropriate authority of those issues and may refer the matter to the appropriate authority for investigation and/or action.

At the conclusion of the investigation, the Managing Director may decide to terminate the Musician's employment without notice for serious misconduct. Only if appropriate to do so, the Managing Director will inform the Management Committee of their decision.

## LEAVE

### 42 ANNUAL LEAVE

- 42.1 Each permanent musician, who has been employed for the full period of the calendar year, shall be entitled to five weeks leave of absence on full pay, this period to count as 40 calls of duty.
- 42.2 In the event of the employment of a musician being terminated by reason of any matter or cause whatsoever prior to the expiration of the twelve month period, the musician shall be entitled to receive a pro-rata amount by way of annual leave calculated on the basis of five weeks' annual leave in respect of each period of twelve months.
- 42.3 A permanent musician who has not accrued the full five weeks of annual leave shall be granted leave with pay in anticipation, in accordance with the provisions of subclause clause (1) hereof, provided that the musician will be required, on leaving employment, to refund to the Company an amount equal to the salary applicable to the amount of uncredited leave taken.
- 42.4 Any public holiday occurring during the period of annual leave shall be in addition to the five weeks above prescribed and each such holiday shall count as two calls of work.
- 42.5 The provisions of this clause shall not apply to casual employees.
- 42.6 A musician before going on any period of annual leave shall for each week of such leave be paid an "annual leave loading" at the rate of 17½% of the ordinary weekly rate of pay. The amount payable shall be subject to government set maxima.

### 43 MUSICIANS ATTENDING FAIR WORK COMMISSION PROCEEDINGS

- 43.1 The Managing Director or an officer authorised by the Managing Director, may grant leave of absence with full pay to any musician who attends as a witness in proceedings under the *Fair Work Act 2009* as amended, but only for such period as is necessary to enable evidence to be given.
- 43.2 The Managing Director, or an officer authorised by the Managing Director, may grant leave of absence with pay to not more than 2 musician representatives at any time required to attend any proceedings under the *Fair Work Act 2009*.
- 43.3 Any period during which a musician is absent on leave granted under this clause shall be included for all purposes as part of the period of service.

### 44 MUSICIANS CALLED AS WITNESSES

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

#### 45 MUSICIANS SUMMONED AS JURORS

- 45.1 A musician summoned as a juror shall promptly notify the Managing Director or authorised representative authorised by the Managing Director.
- 45.2 A musician so summoned shall be granted leave of absence for the period necessary for attendance at the court and the leave shall be granted with full pay less any amount received as compensation for the attendance.

#### 46 RELIGIOUS & CULTURAL LEAVE

- 46.1 A musician may access Special Leave provisions of up to three (3) days per calendar year for religious and cultural leave purposes. Religious and Cultural Leave is not cumulative year to year. If requested by the Company, a musician who has applied for Religious and Cultural Leave will be required to provide reasonable evidence as to the nature of the activity/ceremony the staff member wishes to attend. Part-time staff will be entitled to leave paid on a pro-rata basis.

#### 47 PERSONAL/CARERS' LEAVE

- 47.1 Personal/carer's leave will accrue at the rate of two (2) weeks full pay and two (2) weeks half pay for each year. On commencement of a trial, a musician shall be credited with one (1) week on full pay and upon appointment will be credited with two (2) weeks on full pay and two (2) weeks half pay, subject to a maximum cumulative credit in any 12 month period of two (2) weeks on full pay and two (2) weeks on half pay.
- 47.2 For the purposes of this clause, all extended personal leave, greater than two weeks in duration will be processed through payroll as a 24 hour week (8 calls allocation), or part thereof. Part-time staff will be entitled to leave paid on a pro-rata basis.
- 47.3 Personal/carer's leave refers to:
- a) leave taken due to personal illness or injury (sick leave); or
  - b) leave taken to provide care or support for a member of the employee's immediate family or household who requires care or support due to personal illness or injury, or an unexpected emergency (carer's leave).
- 47.4 Personal/carer's Leave is cumulative. A further 2 days paid carer's leave will be available in any year. The Company may require evidence of carer's leave for absences in excess of 2 days in any personal/carer's leave year.
- 47.5 The Managing Director or authorised representative may grant Leave Without Pay on account of illness or carer's leave to an employee in accordance with the provisions of this clause.
- 47.6 The Company requires reasonable evidence to substantiate the reason for leave for any period of leave:
- a) of more than 3 consecutive days or
  - b) which results in excess of 5 uncertified days of personal/carers leave being accumulated within a calendar year.
- 47.7 Clause 47.6 does not preclude the right of the Managing Director or authorised representative, to require evidence that would satisfy a reasonable person for any period of leave, irrespective of duration, where there are reasonable and demonstrative grounds to believe the entitlement to personal/carers leave needs to be established.
- 47.8 In circumstances where such evidence is not provided, and the Managing Director (or authorised representative) has reasonable and demonstrative grounds for serious doubt as to the cause of the illness or the reason for the absence of an employee, they may request a qualified medical practitioner to examine the employee, or may

direct the employee to attend for further medical examination.

- 47.9 For employees who fail to satisfy these requirements, leave will be without pay.
- 47.10 Where an employee has been absent through illness for 13 weeks continuously, the Company may request the employee undertake a medical examination by a legally qualified medical practitioner to obtain a report on their fitness for work.
- 47.11 Where, in the case of an employee with service over 10 years who has exhausted all personal leave on full pay, the Managing Director, or authorised representative may:
- a) when other short absences are involved, allow an employee to convert their accrued personal leave on half pay to personal leave on full pay, to reflect the period of the absence or;
  - b) where leave on pay is exhausted, grant additional leave on half pay.
- 47.12 The Managing Director or authorised representative, may grant to an employee who during the first five years of service exhausts their accrued personal leave, equivalent personal leave accrual paid in advance. Additional personal leave granted pursuant to this sub- clause shall be subject to the same conditions as are applicable to personal leave granted in accordance with an employee's normal personal leave accruals.
- 47.13 Personal leave accessed by an employee shall be debited on a call or part-call basis against the accrual of personal leave held by the employee.
- 47.14 For the purposes of this clause, a working week is defined as 8 calls of duty, being equivalent to 24 hours of duty.
- 47.15 Notwithstanding anything contained in this clause, in circumstances in which the action of the employee is regarded by the Company as being so meritorious in the public interest as to warrant special consideration, the Company may determine from time to time the period of leave of absence on account of illness which may be granted to that employee and the conditions under which the leave may be granted.
- 47.16 The Managing Director or authorised representative who has reasonable and demonstrative grounds to believe that an employee:
- a. is in such a state of health as to represent a danger to themselves, fellow employees or to the public; or
  - b. has an illness or injury that prevents the employee from reasonably carrying out their duties;
- may require the employee to submit to medical examination by a legally qualified medical practitioner.

The Managing Director or authorised representative may instruct a musician to not present for work until a medical examination has taken place by a legally qualified medical practitioner and it has been determined, upon receipt of a medical report that the musician is fit to return to the workplace.

- 47.17 If an employee falls ill for more than one day whilst on scheduled annual leave, additional annual leave may be granted for the period of the illness at a time convenient to the company. Consideration of granting additional annual leave will be subject to the employee notifying of the illness at the time of occurrence, to either the Orchestra Coordinator and/or Orchestra Manager, and presenting a medical certificate from a legally qualified medical practitioner at the time, detailing the period of illness. The period of illness will be recorded as Personal / Carers Leave.

#### **48 SPECIAL LEAVE / COMMUNITY SERVICE LEAVE**

- 48.1 Where special circumstances occur, the Company may, upon sufficient cause being shown, grant an employee leave of absence not exceeding three days in any calendar year without deduction from annual leave.

## 48.2 Community Service Leave

Employees, including casual employees, are entitled to be absent from work for the purpose of performing certain community service activities such as:

- a) a voluntary emergency management activity

## 49 COMPASSIONATE LEAVE

- 49.1 Paid compassionate leave of 3 days is available upon the death of a member of the employee's immediate family or household, or in order to spend time with a seriously ill, injured or dying person who is a member of the employee's immediate family or household.

## 50 SPECIAL LEAVE WITH PAY

- 50.1 Where special circumstances arise and the Managing Director (or an authorised representative by the Managing Director) considers that the circumstances warrant the grant of leave with pay, the Managing Director (or an authorised representative), may grant to a musician leave with pay on a case by case basis.

## 51 LEAVE WITHOUT PAY

- 51.1 Employees will submit the appropriate leave form for approval by the company if they wish to be unavailable for work on a given date(s) of rostered activity.
- 51.2 Requests will be considered based upon operational and artistic requirements. ASO will not unreasonably refuse requests for leave.
- 51.3 Musicians who are approved leave without pay, may, with the approval of the Managing Director be replaced by a casual to prevent unreasonable workload being placed upon a section.
- 51.4 Employees who take periods of leave without pay for greater than one week, will impact their leave accruals for the period of time they take unpaid leave. In these circumstances, during the annual accrual cycle, leave accruals are calculated for periods of paid employment only.

## 52 PARENTAL LEAVE AND MATERNITY LEAVE

- 52.1 Musicians shall be entitled to parental leave in accordance with the *Fair Work Act 2009* and regulations made under that Act.
- 52.2 A musician who has completed twelve (12) months of unbroken service with the Company in their first year of employment, will also be entitled to paid maternity leave of 12 weeks at their ordinary rate of pay. For the purposes of this clause, unbroken service will include periods on leave without pay of no greater than one (1) month in duration.
- 52.3 Paid maternity leave under this Agreement is in addition to any entitlement that may exist under the *Paid Parental Leave Act 2010*.
- 52.4 Instrument allowances shall continue during the full period of parental/maternity leave.

## 53 LONG SERVICE LEAVE

- 53.1 The terms and conditions for Long Service Leave (LSL) are governed by the *South Australian Long Service Leave Act 1987*. Subject to this Act, musicians who have 10 years or more service are entitled to 13 weeks leave in respect of the first 10 years of service; and 1.3 weeks, or nine (9) calendar days leave in respect of each subsequent year of service. A pro rata accrual applies for a part year of service or for part-time and casual employees.
- 53.2 Subject to clause 53.8 the minimum period of Long Service Leave that shall be approved is seven (7) calendar days.



- 53.3 Employees who were employed on 31 December 2006 have an option to take Long Service Leave at half (1/2) the normal rate of pay.
- 53.4 Long Service Leave may be taken contiguously with other forms of leave but cannot be broken down and interspersed with other forms of leave.
- 53.5 Long Service Leave is available to be utilised at a time mutually convenient to the employee and the Company. The Company will not unreasonably refuse to grant the employee Long Service Leave.
- 53.6 Unutilised Long Service Leave on finalisation of employment shall be paid to the employee.
- 53.7 Pro-rata Long Service Leave shall be payable to an employee with less than 10 years' service in the following circumstances:
- a) redundancy
  - b) invalidity retirement
- An employee needs to have served a period of not less than one (1) year to be eligible for a pro rata entitlement.
- 53.8 An employee who has been certified as medically unfit during a period of absence on long service leave will, upon notification, have the relevant period re-credited to his/her Long Service Leave balance and the sick leave balance debited accordingly.
- 53.9 Prior service shall not count for any purpose where there has been a break in service of more than 12 months.
- 53.10 Employees employed as at 31 December 2006 who had prior service with another organization recognised for Long Service Leave purposes or who had eligible service with another organisation prior to that date will continue to have that service recognised.
- 53.11 Long Service Leave does not accrue during periods of leave without pay.
- 53.12 In the event of the death (or disability) of an employee a payment in recognition of the Long Service Leave credit (including pro-rata) may be authorised to the dependents, legal representative or trustees (in the case of disability) upon receipt of a lawful authority, otherwise payment will be made to the estate of the deceased employee.
- 53.13 Instrument allowance will be paid to employees whilst on Long Service Leave but will not be included in any payment in lieu of Long Service Leave accruals
- 53.14 If an employee is granted Long Service Leave whilst acting in a higher position for a period of greater than twelve (12) months, the musician will continue to be paid at the higher rate whilst on Long Service Leave, no payment for higher duties will be made when acting for periods of less than twelve (12) continuous months.
- 53.15 As detailed in 'Clause 14 – Employment Leave' of the *SA Long Service Act 1987*, a musician must not, while on Long Service Leave, engage in any other employment in place of the employment in relation to which the right to leave accrued. For the avoidance of doubt, this clause does not apply to employment in which musicians are not ordinarily engaged outside of their employment with the ASO.

#### 54 PROFESSIONAL DEVELOPMENT LEAVE

Commencing January 2017, all permanent and fixed term musicians accrue Professional Development Leave at a rate of two (2) days per year of service, up to a maximum of twenty (20) working days accrual at any given time. A pro-rata accrual applies for a part year of service.

- a) Leave will be at a musician's normal rate of pay
- b) Leave may be used for relevant and genuine Professional Development activities in an application and acquittal process determined by the Management Committee
- c) Professional Development can be used in conjunction with other forms of leave

**55 UNAUTHORISED ABSENCE**

- 55.1 A musician must notify either the Orchestra Coordinator or Orchestra Manager, or ensure orchestral management are notified as soon as practicable after becoming aware that they will be unable to attend work through illness or for any other reason. For an absence to be authorised it must be approved by management. The following process will be followed by the Company in the event of an unauthorised absence.
- 55.2 If a musician is on an unauthorised absence over a period of more than seven (7) days, a letter will be sent to the musician's last known address by certified mail advising that the absence is unauthorised, seeking an explanation of the absence and requesting that immediate contact be made with orchestral management.
- 55.3 If there is no response, or an acceptable reason for the absence is not forthcoming within a further seven (7) days, and the absence continues, a second letter will be sent to the musician by certified mail stating that the absence continues to be unauthorised, and failure to return to duty within a further seven (7) days will result in a termination of the services of the musician.
- 55.4 If a musician does not return to duty as directed, the musician's services will be terminated forthwith, and all outstanding monetary entitlements (if any), which have accumulated to the last day of active service or approved leave, will be paid into the musician's bank account.

**SALARY & ALLOWANCES**

**56 RATES OF PAY**

<b>RATES OF PAY</b>			
Payable from:	Jan 1 2017	Jan 1 2018	Jan 1 2019
Increase from previous salary:	1.8%	1.8%	1.8%
<i>Classification</i>	<i>Annual Salary</i>	<i>Annual Salary</i>	<i>Annual Salary</i>
<b>Tutti Musician</b>			
First Year	\$59,147	\$60,211	\$61,295
Second Year	\$61,443	\$62,549	\$63,675
Third Year	\$63,741	\$64,888	\$66,056
Fourth Year	\$66,036	\$67,224	\$68,434
Fifth Year	\$68,332	\$69,562	\$70,814
Sixth Year	\$70,627	\$71,898	\$73,192
Seventh Year	\$72,461	\$73,766	\$75,093
Eighth Year	\$74,764	\$76,110	\$77,480
<b>Principal / Associate Principal</b>			
First Year	\$78,435	\$79,847	\$81,284
Second Year	\$79,683	\$81,117	\$82,577
Third Year	\$83,022	\$84,516	\$86,038
<b>Section Leaders / Associate Concertmaster</b>			

First Year	\$87,155	\$88,724	\$90,321
Second Year	\$91,290	\$92,933	\$94,606
<b>Concertmaster</b>			
First Year	\$95,878	\$97,604	\$99,361
Second Year	\$98,175	\$99,942	\$101,741

## 57 ADDITIONAL SALARY INCREASES

The following salary increases shall be paid in addition to those above, subject to the following conditions:

- a) That ASO continues to meet the minimum 20% reserve condition as set out in the Tripartite Funding Agreement; and
- b) That the ASO achieves the financial outcomes stipulated in the table below, based on ASO's audited result, excluding one-off non-recurring abnormalities.

<i>DATE</i>	<i>ADDITIONAL SALARY INCREASES</i>
From Jan 1, 2018	A maximum of 1% additional ongoing increase, conditional upon ASO achieving an \$80,000 surplus or better for the year ending 31 December 2017.
From Jan 1, 2019	A maximum of 2% additional ongoing increase, conditional upon ASO achieving an \$160,000 surplus or better for the year ending 31 December 2018.

Any additional salary increases are to be applied in increments of 0.5% whereby a surplus of \$40,000 will equate to an increase of 0.5%.

Any additional salary increases for 2018 and 2019 will be confirmed in writing between the parties following confirmation of ASO's audited results by way of exchange of letters.

- 57.1 The parties agree to convene in June 2019 to commence discussions for a new agreement to take effect with any associated increases to salary and allowances from 1 January 2020.

## 58 SALARY INCREMENTS

- 58.1 The appropriate salary increments for permanent, fixed term and casual Musicians will be commensurate with the musician's experience and previous service at the ASO.
- 58.2 For this purpose, 250 casual calls or 48 contract weeks' employment in the ASO will be considered equivalent to one year of service (pro-rata).
- 58.3 Equivalent experience in other National and International orchestras of commensurate standard will also contribute. Evidence of experience is to be provided by the musician, which will be considered in consultation with the Section Leader and the Orchestra Manager, and will not be unreasonably refused by the company, pending satisfactory experience being confirmed.
- 58.4 The Management Committee Executive will oversee the operation of this clause.

## 59 TIME OF PAYMENT

- 59.1 All moneys payable under this Agreement to musician shall be paid, each fortnight, no later than 5.00pm on the second Friday in each fortnightly pay period.

59.2 If a fixed term or casual employee's engagement is terminated all monies due under this Agreement shall be paid by the first payday immediately following the pay period in which the engagement of the temporary or casual employee is terminated.

## **60 SALARY INFORMATION ADVICE**

60.1 Particulars of details of payments to each musician shall be included in a clear form on a payslip, at the time such payment is made and shall contain the following information:

- a) date of payment;
- b) period covered by such payment;
- c) gross amount of salary and allowances paid;
- d) amount of each deduction made and the nature thereof; and
- e) net amount of wages and allowances paid.

## **61 SALARY PACKAGING**

61.1 Musicians shall have an option to sacrifice salary in accordance with Company policy.

## **62 PAYMENT FOR WORK ON PUBLIC HOLIDAYS**

62.1 Any calls made on a public holiday where the hours to be worked are included in the standard working hours shall be subject to the following conditions:

- a) on Good Friday, Christmas Day, Labour Day, payment at the rate of single time extra shall be made for each three hour call;
- b) on New Year's Day, Australia Day, ANZAC Day, Easter Saturday, Easter Monday, Birthday of the Sovereign, Proclamation Day, Adelaide Cup Day, or any other day observed as a public holiday as gazetted by the Government of South Australia, payment at the rate of half time extra shall be made for each three hour call.

## **63 OVERTIME PAY**

63.1 Any overtime entitlement shall apply on a once only basis to an individual musician who actually performs work in excess of the prescribed time of a call or other rostered work, or the maximum number of weekly or cyclic hours.

63.2 Any time worked after the prescribed time for a call shall be paid for at the rate of one and a half times the relevant hourly rate for the musician's classification or acting classification; this rate will apply until midnight. After midnight the rate shall become double time.

63.3 In the case of rehearsals on the day of a public concert, all overtime worked in excess of fifteen minutes shall be paid for at double time, based on the rate for that musician's classification or acting classification.

63.4 Weekly and cyclic overtime, that is time worked in excess of the hours prescribed in this Agreement, shall attract payment of one and a half times the relevant rate for the musician's classification or acting classification except on public holidays and on Sundays, when the payment will be at double time.

## **64 EXTRA INSTRUMENTS (DOUBLING) & SUBSTITUTION**

64.1 When in any call a musician is required to play one or more additional instruments, a payment equal to 20% of the base call rate for Tutti musicians, per additional instrument will be made for that call, provided that a percussionist will be paid a Doubling Allowance for a call only when required to play tuned instruments and untuned instruments, irrespective of the number of each type played during that call.

64.2 In respect of any appearance during which a musician is required to play a substitute part payment shall be

made in accordance with the rates prescribed in Sub clause (1) of this clause. Provided that, before any payment is made in accordance with this sub clause an approved representative of the Company shall certify that the duty performed constitutes substitution.

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

64.4 Where applicable, Higher Duties allowances shall be paid in addition to Doubling Allowances.

64.5 Wherever possible, claims for payment under this clause should be submitted by musicians within four weeks of the relevant work being performed.

## 65 INSTRUMENT ALLOWANCE

65.1 Subject to this clause there shall, with respect to the purchase and upkeep of instruments, be added to the rates of salary an additional weekly payment equal to 20% of the base call rate for Tutti musician.

65.2 In addition to the amount prescribed in sub clause (1) of this clause, a harpist shall be paid a string allowance being an additional weekly payment equal to 40% of the base call rate for Tutti musician.

65.3 The Managing Director may determine that a drummer or percussionist shall, in addition to the allowance prescribed in sub clause (1), receive a further amount of allowance for purchase and upkeep of kit.

65.4 When the Company requires a Double Bass to be modified to play 'low C', it will meet the cost of the modification on a once only basis.

## 66 HONORARIUMS

66.1 The President, Vice-President and Secretary of the ASO Players' Association (ASOPA) being the Executive of the ASO Players' Committee, shall each receive an annual honorarium of \$1121. The President of the ASOPAC will be paid an additional annual honorarium of \$413 reflecting the exigencies of this position.

66.2 Other ASO Player Committee members shall receive an annual honorarium of \$298.

66.3 The honorarium shall be payable by the Company upon the anniversary of the election date or the date of a new election for these positions. Office-bearers holding office for less than a full term shall receive or refund the honorarium on a pro rata basis.

66.4 Non-executive ASO Player Committee members who do not attend all ASO Management Committee meetings in a year shall have their honorariums reduced on a pro rata basis. In extraordinary situations, senior management may determine that such a pro rata adjustment may not be made.

## 67 HIGHER DUTIES

### **Objective:**

*One of the primary objectives of this clause is to encourage even sharing of the workload between players in the same section.*

67.1 A musician stepping up 1 level of responsibility shall receive 20% of base tutti rate per call  
A musician stepping up 2 levels of responsibility shall receive 30% of base tutti rate per call  
A musician stepping up 3 levels of responsibility shall receive 40% of base tutti rate per call.

67.2 For the purposes of clause 67.1:

Tutti to Principal constitutes one level of responsibility, as does Principal to Section Leader/Associate Concertmaster.

Tutti to Section Leader/Associate Concertmaster constitutes two levels as does Principal to Concertmaster. Tutti to Concertmaster constitutes three levels.

- 67.3 A musician who performs any Higher Duties shall be paid at the higher rate for a minimum of 1 call on each and every occasion.
- 67.4 An Associate Principal who performs the duties of a Section Leader during the absence of a Section Leader on leave for more than 15 days shall be paid higher duties at the base Section Leader rate.
- 67.5 For repertoire scored for two orchestras, higher duties will be applicable for musicians in both orchestras.
- 67.6 It is agreed that wherever possible, claims for payment under this clause should be submitted by musicians within four weeks of the relevant work being performed.

## 68 TRAVEL ALLOWANCE

- 68.1 The travel allowances to apply when a musician is required to be absent overnight from his/her place of residence shall be no less than the current 'reasonable amounts' set by the ATO for travel allowances.
- 68.2 A musician when on tour shall, for each complete week spent on tour, be credited with twelve and a half per centum of the weekly rate prescribed in this Agreement, and in respect of any incomplete week one sixth of ten per centum of that rate for each day so spent, and one twelfth of ten per centum of that rate for each half day so spent.
- 68.3 In calculating the allowance under this sub clause a period of absence not exceeding 12 hours shall be regarded as a half day's absence, and exceeding twelve hours but not exceeding 24 hours shall be regarded as one day's absence.

## 69 ALLOWANCE INDEXATION

All allowance adjustments and applicable reimbursements not linked to salary, or as determined by the Australian Taxation Office, shall be increased on an annual basis effective 1 January each year, in line with the published Adelaide CPI percentage change, for the September to September Quarters. Applicable allowances are:

Clause 29	Car parking
Clause 33	Relocation
Clause 66	Honorariums
Clause 73	Dress
Clause 75	Meals on one day trips

The new rates are to be confirmed in writing between the parties at beginning of each calendar year.

## 70 SUPERANNUATION

- 70.1 The Company shall make a contribution as prescribed by the Superannuation Guarantee Legislation (SGL) for each musician to MEDIA SUPER, or any other nominated superannuation fund a musician identifies.
- 70.2 In addition to the SGL minimum contribution, for those ongoing musicians employed as of 31 December 2006, the Company shall make a supplementary contribution to equal the level of total employer superannuation contribution set down in the correspondence to individual employees from the Company dated 6 November 2006. These payments will continue for the duration of the musician's employment with the Adelaide Symphony Orchestra.

- 70.3 Subject to sub clause 70.4 in addition to the SGL minimum contribution of 9.5% for any ongoing employee engaged on or after 1 January 2007, the Company will contribute a further amount of up to 3.0% of the employee's base salary to match an equal employee contribution of up to 3.0%.
- 70.4 Should the SGL percentage increase beyond its current 9.5%, the employer will only be required to match the employee's contributions up to a maximum employer contribution of 12.5%. Should the SGL increase beyond 12.5%, the employer will contribute the required SGL percentage.
- 70.5 For the purposes of casual employment, there shall be no minimum earnings requirements before superannuation is paid.
- 70.6 Personal contributions made by musicians under salary sacrifice arrangements will not reduce earnings calculations for determining employer superannuation contributions.
- 70.7 Musicians will be advised of their superannuation entitlements at the commencement of employment.
- 70.8 A musician to whom the provisions of sub clause (1) apply, shall complete an appropriate Media Super application form which shall be supplied by the Administration.
- 70.9 Company contributions to Media Super, or other nominated fund shall continue whilst a member of that fund is absent on paid leave.
- 70.10 With the exception of clause 71, Company contributions to Media Super, or other nominated fund, shall not be required to be made in respect of any absence from work without pay.
- 70.11 Contributions to the chosen superannuation scheme, including Company contributions and/or employee salary sacrifice contributions held by the Company shall be paid to the nominated fund no later than thirty days after the completion of any pay period.
- 70.12 Notwithstanding any other provision of this clause, musicians will be advised that they may elect to have their superannuation contributions made to another fund in accordance with the provisions of the 'Choice of Funds' legislation.

## 71 RETURN TO WORK

- 71.1 The provision for Return to Work, is governed by the *South Australian Return to Work Act 2014*, and applies to musicians of the ASO.
- 71.2 An employee entitled to income maintenance under clauses 71.1 and 71.4 will receive additional payments (make-up pay) from the Company up to the level of the individual's ordinary earnings, relevant allowances and superannuation, until the first (12 month) anniversary of the compensable claim.
- 71.3 Make-up pay will cease following the 12 month anniversary of a compensable claim however, the Company will continue to make superannuation payments calculated upon an individual's base salary whilst an employee is in receipt of income maintenance.
- 71.4 The Company will provide benefits, equivalent to Return to Work legislation, and as provided in sub-clause 71.1 and 71.2, in the event of an injury that occurred during journeys to and from work. The Company will monitor this additional cost over the life of the Agreement.

## 72 TIME & SALARIES RECORDS

- 72.1 The Company shall keep a record in accordance with the *Fair Work Act 2009*.

### 73 DRESS ALLOWANCE

- 73.1 In order to ensure that the Musicians appear suitably attired when on stage, a fortnightly dress allowance of \$7.71 shall be paid to all permanent musicians. The Management Committee may select from its members a subcommittee, who together with the Orchestra Manager shall be responsible for monitoring dress standards on stage. This allowance shall be paid fortnightly.

### 74 SUPPLY OF SPECIAL DRESS

- 74.1 Where a musician is required to wear special dress other than evening dress that special dress shall be supplied by the Company. Such special dress shall be clean and in good condition and the cost involved shall be borne by the Company.

### 75 MEALS ON ONE-DAY TRIPS

- 75.1 Where the Orchestra undertakes a one-day trip of less than ten hours duration, the players involved shall be provided either with a meal or with a day trip allowance of \$16.68.

### 76 PAY DEDUCTIONS

- 76.1 Any deductions from pay, will be free of any charges that would otherwise be levied by the Company.

### 77 RECORDING AND BROADCAST OF PERFORMANCES

- 77.1 Recordings shall be made in accordance with the recording agreement Appendix No.1 of this Agreement.

## ARRANGEMENTS

### 78 CAREER OPTIONS: EMERITUS PLAYER

- 78.1 Section Leader, Principal and Associate Principal ASO musicians may step down into a different position if such a position becomes available, in the following circumstances:

- a) where a musician has been a Section Leader, Principal or Associate Principal in the ASO (incorporating ASO activities as part of the ABC) for at least fifteen (15) continuous years

AND

- b) where such a change in classification is mutually agreed to by the musician and the Managing Director and endorsed by the ASO Management Committee.

- 78.2 The musician gaining this Emeritus Player status, shall continue to receive the salary (including increases) appropriate to his/her former classification level.

- 78.3 Musicians who have voluntarily stepped down prior to this agreement shall have their pay restored to the former level at the time of their stepping down. This level of pay shall start from the date of this agreement but shall not involve any back payment of such wages for the intervening period.

- 78.4 Instead of granting Emeritus status, the ASO Management Committee may also consider the option of providing relief for the applicant from within the section and/or by the use of casual players.

- 78.5 Every attempt shall be made to advise orchestral members of any vacancies in the administration of the orchestra.

### 79 CAREER OPTIONS: TRANSITION TO ANOTHER CAREER

#### **Objective:**

*To assist musicians explore alternative career paths through flexible work arrangements.*



- 79.1 A musician of more than ten (10) years' service who is genuinely considering transitioning to another career may work part-time for an agreed length of time.
- 79.2 Such an arrangement may only be entered into with the mutual agreement of the musician and the Managing Director, in consultation with the Management Committee, (evidence of the alternative career may be requested). The agreement shall be made in writing.
- 79.3 The temporary part-time position shall be supplemented by an equivalent part-time contract musician, equivalent to a total of 1 FTE, thus maintaining the establishment strength of the orchestra.
- 79.4 Musicians undertaking part-time employment will have a call ceiling on a pro-rata basis. Rostering will be based on historical precedents and an even distribution within the section to ensure that the workload of the part-time employee remains proportionally equivalent to that of a full time employee.
- 79.5 Part-time arrangements will be rostered on a "program on, program off" basis under normal circumstances.
- 79.6 Musicians transitioning to another career are required to maintain their artistic standard, participate in the Performance Feedback Process and may be subject to Performance Management Processes like any other employee.
- 79.7 The musician, relevant Section Leader (or Concertmaster), Orchestra Manager and Manager People and Culture, (or designated proxy) will mutually agree on appropriate rosters during the transition period. The Management Committee will oversee this process.
- 79.8 The arrangement may last for a period of up to two (2) years (under normal circumstances).
- 79.9 At the conclusion of the agree period the musician may:
- a) Resign from the orchestra, or
  - b) Apply to the Managing Director for an additional period of part-time employment, or
  - c) Elect to return to full time employment.
- 79.10 When assessing an application for part-time employment under this clause, the Management Director in consultation with the Management Committee will consider:
- a) The operational feasibility of the arrangement
  - b) The availability of suitable replacement musicians
  - c) The overall artistic impact of the arrangement
  - d) The needs and aspirations of the employee
  - e) The input of relevant section leaders

## **80 CAREER OPTIONS: TRANSITION TO RETIREMENT**

### **Objective:**

*to allow a musician to transition to retirement with a more flexible and individual approach, better preparing them for life beyond the Adelaide Symphony Orchestra.*

- 80.1 A musician of more than twenty (20) years' service who is imminently planning to retire may work part-time for an agreed length of time.
- 80.2 Such an arrangement may only be entered into with the mutual agreement of the musician and the Managing Director, in consultation with the Management Committee. The Agreement shall be made in writing.
- 80.3 The musician shall conclude their full-time employment and enter into a fixed-term contract for the agreed period of time.
- 80.4 The temporary part-time position shall be supplemented by an equivalent part-time contract musician, equaling no greater than to 1 FTE, thus maintaining the establishment strength of the orchestra.

- 80.5 Musicians undertaking part-time employment will have a call ceiling on a pro rata basis. Rostering will be based on historical precedents and an even distribution with the section to ensure that the workload of the part-time employee remains proportionally equivalent to that of a full-time employee.
- 80.6 Part-time arrangements will be rostered on a "program on, program off" basis under normal circumstances.
- 80.7 Musicians transitioning to retirement are required to maintain their artistic standard and participate in the Performance Feedback Process. A musician may be subject to the Performance Standards process but will not be subject to the Loss of Proficiency process.
- 80.8 The musician, relevant Section Leader (or Concertmaster), Orchestra Manager and Manager People and Culture, (or designated proxy) will mutually agree on appropriate rosters during the transition period. The Management Committee will oversee this process.
- 80.9 The arrangement may last for a period of up to two (2) years (under normal circumstances).
- 80.10 When assessing an application for part-time employment under this clause, the Managing Director in consultation with the Management Committee will consider:
- a) The operational feasibility of the arrangement
  - b) The availability of suitable replacement musicians
  - c) The overall artistic impact of the arrangement
  - d) The needs and aspirations of the musician
  - e) The input of relevant Section Leaders.

## 81 TRAINING LEAVE

- 81.1 Upon application a musician, with at least six months employment with the Company, shall be granted up to five days paid leave each calendar year to attend courses and seminars conducted or endorsed by an appropriate body.
- 81.2 Entitlement to such leave may accrue up to a maximum of ten days in any two year period.
- 81.3 The granting of such leave shall be subject to the Company's convenience and operational requirements so as to ensure the Company will not be adversely affected by the musician's absence.
- 81.4 The scope, content and level of the course, for which leave is sought to be granted, shall be such as to contribute to a better understanding of workplace relations.
- 81.5 Reasonable notice shall be given to the Company of applications under this clause and the Company shall respond to such applications as quickly as possible.
- 81.6 The Company may agree to contribute to the costs of the delivery of such training.
- 81.7 The Company may meet any travel, fees and other expenses incurred by the musicians undertaking such training.

## 82 MEETINGS

- 82.1 The Company will facilitate the holding of player meetings for the purpose of enabling consultation with all musicians on matters pertaining to this agreement and working conditions and arrangements as required in order to promote a harmonious and constructive working environment.

## 83 SPECIAL ARRANGEMENTS

- 83.1. In exceptional circumstances, and subject to the conditions outlined below, the Company and the musicians

may agree to vary the rates and/or conditions that are prescribed by this Agreement.

83.2. Any such variation shall take place where all of the following conditions have been met:

- a. Following reasonable consultation, SOMA representatives and the company reach mutual agreement on alternative rates and/or conditions; and
- b. A majority of the musicians directly affected by the proposed variation vote in favour of the variation in a vote conducted by SOMA representatives; and
- c. The variation is applicable only to the specific instance and limited time period for which such agreement has been reached (e.g. a specific touring arrangement or special project) and will not serve as a precedent for future agreements; and
- d. The terms of any such variations shall not be less than the current minimum agreed terms and conditions detailed in this agreement; and
- e. The terms of any such variations shall meet the 'Better Off Overall Test' as outlined in Section 193 of the *Fair Work Act 2009* and the *National Employment Standards*; and
- f. The terms of any such variation to the conditions of this agreement are confirmed in writing between the parties.

83.3. Any such variation may include provision for a flexibility payment.

83.4. This clause shall not apply to those matters already listed in this Agreement which may be varied by mutual agreement.

#### 84 FLEXIBLE WORK ARRANGEMENT CLAUSE

84.1 The *Fair Work Act 2009* provides employees in the national workplace relations system with a legal right to request flexible working arrangements.

84.2 To be eligible for flexible working arrangements you must have been employed by the Company for at least twelve (12) months on a full-time or part-time basis.

84.3 Employees are eligible to request flexible working arrangements in the following circumstances:

- a) are a parent, or has responsibility for the care of a child who is of school age or younger
- b) are a carer (within the meaning of the *Carer Recognition Act 2010*)
- c) have a disability
- d) are 55 or older
- e) are experiencing family or domestic violence or
- f) provide care or support to a member of their household or immediate family who requires care or support because of family or domestic violence.

#### 85 INDIVIDUAL FLEXIBILITY CLAUSE

85.1 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 one or more of the following matters:
  - i. Combination of leave and rostering to assist a musician in circumstances of
    - Personal or family crisis;
    - The birth of a child to an employee's spouse or de facto partner
    - Study tours;
  - ii. Allocation of additional calls to a musician's annual workload in recognition of additional non-playing activities undertaken by the musician in support of the ASO;
  - iii. Advancement of leave entitlements;
  - iv. Prepayment of leave loading; and
- b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
- c) the arrangement is genuinely agreed to by the employer and employee.

85.2 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.

85.3 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
  - iv. states the day on which the arrangement commences.

85.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

85.5 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.

 19/7/18

Vincent Ciccarello  
Managing Director  
Adelaide Symphony Orchestra Pty Ltd  
91 Hindley Street  
Adelaide  
SA 5000

 19/7/18

Paul Murphy  
Chief Executive Officer  
Media Entertainment & Arts Alliance  
245 Chalmers Street  
Redfern  
NSW 2016

## APPENDIX 1- RECORDINGS

### Introduction

The parties acknowledge that the communication to the public of recorded (audio and/or video) performance activities is integral in enhancing the profile and reputation of the Adelaide Symphony Orchestra.

The Company acknowledges the statutory rights of musicians to agree to any recording of their performance and their moral rights in their recorded performance. As such, recordings other than those for ABC broadcast will be subject to prior agreement between the Company and SOMA, acting on behalf of the musicians.

The parties agree to enter recording agreements collaboratively in the best interests of the orchestra and musicians, with best endeavours to balance the artistic and financial imperatives of each project as well as the opportunities for exposure.

Recordings will not be used in a manner that is prejudicial to the integrity of the performers; or is likely to harm the reputation of the performers or the Company; or infringe on the performers right of attribution. Following the agreement, all musicians will be notified prior to any recording taking place.

### Broadcasts

The Musicians and the Company recognise the long-standing relationship between the Adelaide Symphony orchestra and the Australian Broadcasting Corporation (ABC). Live or delayed broadcasts for ASO performances by the ABC within Australia shall occur without the need for a separate agreement or for additional payment to the musicians involved. Any alteration of the Service Level Agreement between the ASO and the ABC shall be done in consultation with the Management Committee.

Broadcasts by media outlets other than the ABC will require a separate written agreement by the parties.

The distribution of ASO material through associated audio-on-demand services will be subject to mutual agreement between the parties

### Commercial Recording Projects

Recordings made by the Adelaide Symphony Orchestra or by an external promoter for commercial exploitation are subject to written agreement being made prior to the recording taking place. The agreement will detail the terms and conditions of the project including the:

- a) Project title and repertoire
- b) Products derived from the recording
- c) Term
- d) Territories
- e) Media
- f) Applicable fees (i.e. royalty arrangements and /or buyout of royalties

Any income derived from the commercial exploitation of any recording project will be shared equally between the Company and the musicians. The company shall regularly report any income received to the Management Committee.

The musician's share of the income shall be distributed equally, project by project amongst:

- a) All current Adelaide Symphony Orchestra permanent musicians
- b) All Adelaide Symphony Orchestra musicians who currently have contracts longer than three months
- c) And those other musicians engaged by ASO for all or part of the actual recording project.

All income shall be accounted using the date of 31 October in any year as the cut-off point for calculations. All monies shall be distributed to the musicians on a yearly basis at the conclusion of the calendar year.

Musician representative or a duly appointed accountant may inspect company records and accounts pertaining to any commercial recording made under this clause. If such an inspection reveals a shortfall in the royalties paid to musicians then the ASO will immediately pay the amount of the shortfall.

### Promotion via Media and Social Media

The parties acknowledge the need to promote the orchestra. Audio and/or visual recording of the Adelaide Symphony Orchestra made by media outlets (e.g. news, features or documentaries), or by the Adelaide Symphony Orchestra for its own promotional purposes (including social media) are permitted subject to an agreement with a SOMA representative. The company undertakes to ensure that:

- a) The performance and recorded audio/video is of appropriate quality to properly represent the Adelaide Symphony Orchestra
- b) The recording is used only for the agreed purpose and is not used to promote any product or organisation other than the Adelaide Symphony Orchestra.

### Recordings for Soundtracks

- a) For movie, television, game, advertising or other soundtracks, all current Adelaide Symphony Orchestra permanent musicians, musicians with contracts longer than three months and other musicians engaged by ASO for all or part of the actual recording project will receive a 'buyout' payment in lieu of any share of income or royalties from the project. The payment shall be an equal share of the total 'buyout' amount. The total 'buyout' amount shall be equal to: 60% of the base Tutti musicians call rate multiplied by the cumulative number of calls worked by each individual musician for the project.
- b) Should the recorded soundtrack material be used or commercially exploited in any other way, for example released separately as a soundtrack album, a further written agreement is required between the parties.

### Archival Recordings

Notwithstanding any other provision of this agreement and subject to agreement with a SOMA representative, the company may record or allow to be recorded a performance or rehearsal for archival or reference purposes upon the following conditions:

1. The recording shall be clearly identified as being a recording for archival or reference purposes
2. Prior to the recording taking place, the ASO shall enter into a written and binding agreement with the organisation or individual that desires to make the recording stating that such recording will not be used for a purpose other than archival or for personal study in the case of a visiting artist and will not be made public
3. The recording will not be used to assess the artistic standard of any musician.

### Other recordings

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

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

## APPENDIX 2 – OFF ROSTER CALLS

Calls for commercial projects, external hire recording and other activities may be scheduled “off roster” subject to the agreement of the Management Committee and the following conditions:

- a) That the involvement of members of the Adelaide Symphony Orchestra will be on a voluntary basis.
- b) Permanent and contract musicians shall, in addition to their normal salary, receive their normal pay rate per call for each call employed
- c) Calls will not contribute to daily, weekly, cyclic or annual call costs
- d) Casual musicians shall be employed subject to normal arrangements
- e) The Management Committee Executive shall, in consultation with relevant section leaders, oversee the balance of permanent and casual players to ensure the artistic viability of the project. They will also oversee the distribution of off-roster opportunities amongst permanent section members
- f) Any calls on a Sunday shall be paid at double time
- g) Any calls on public holidays will be paid at the penalty rate described in Clause 57
- h) Such employment shall be in accordance with this Agreement except where varied below

The following clauses of this Agreement shall not apply to off roster calls:

Clause 16	Rosters (Notice of rosters)
Clause 17	Hours of Employment and Call Conditions
Clause 18	Sundays
Clause 21	Maximum annual workload
Clause 42	Annual Leave
Clause 43	Musicians attending FWC Proceedings
Clause 44	Musicians called as witnesses
Clause 45	Musicians summoned as jurors
Clause 46	Religious and or Cultural Leave
Clause 47	Personal/Carer’s Leave
Clause 51	Leave Without Pay
Clause 52	Parental/Maternity Leave
Clause 53	Long Service Leave
Clause 63	Overtime (weekly and cyclical overtime)

**APPENDIX 3 - COMMITTEE GUIDELINES**

	PURPOSE	MEMBERSHIP	FREQUENCY
MANAGEMENT COMMITTEE	<ul style="list-style-type: none"> <li>• Chief role planning and review, in the broadest sense</li> <li>• Provide a formal link between musicians and administration across the breadth of the ASO's operations including:               <ul style="list-style-type: none"> <li>○ Artistic direction</li> <li>○ Strategic planning</li> <li>○ Scheduling including draft roster preparation and review</li> <li>○ Workplace and industrial relations</li> <li>○ ASO branding and marketing</li> <li>○ Finances, sponsorship and development</li> <li>○ Issues of general workplace management and communication</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• ALTERNATE CHAIR: Managing Director &amp; President of the Players Association</li> <li>• Concertmaster</li> <li>• Players Committee Executive and other members of the Players Committee</li> <li>• Members of the management team</li> <li>• SOMA Representative</li> </ul> <p>The Management Committee's membership will include representatives from both administrative and musician groups. Variation may occur by mutual agreement.</p>	At least six times per year
MANAGEMENT COMMITTEE EXECUTIVE	<ul style="list-style-type: none"> <li>• Discuss ongoing or urgent matters between Management Committee meetings</li> <li>• Provide an initial forum in which to raise potentially complex and / or sensitive matters effecting the Company</li> </ul>	<ul style="list-style-type: none"> <li>• CHAIR: Managing Director</li> <li>• Manager - People and Culture</li> <li>• Orchestra Manager</li> <li>• Players Committee Executive</li> <li>• Other members of the management team as required</li> </ul>	At least six times per year (usually scheduled between Management Committee meetings)
ARTIST & REPERTOIRE COMMITTEE	<p>To address artistic planning for the ASO encompassing:</p> <ul style="list-style-type: none"> <li>• Overall shape of future ASO seasons</li> <li>• Specific programs with regard to repertoire and the engagement of conductors and soloists</li> <li>• Commissioning of new works</li> <li>• Review of concerts to inform future decisions regarding repertoire and the engagements of conductors and soloists</li> <li>• Learning and outreach programs</li> <li>• Review additional feedback received from colleagues</li> </ul>	<ul style="list-style-type: none"> <li>• CHAIR: Director, Artistic Planning</li> <li>• Managing Director</li> <li>• Music Director and Chief Conductor</li> <li>• Concertmaster</li> <li>• President, Players Committee or proxy</li> <li>• 4 members elected by the orchestra, ensuring appropriate representation of the sections of the orchestra</li> <li>• Chief Operating Officer (as appropriate)</li> <li>• Learning and Community Engagement Coordinator (as appropriate)</li> </ul>	At least six times per year (additional meetings scheduled as required)



SECTION LEADERS MEETINGS	<p>To manage, in partnership with the Music Director and Chief Conductor, the artistic standard of the ASO.</p> <p>As an integral part of the Performance Feedback Process the Section Leaders meetings will:</p> <ul style="list-style-type: none"> <li>• Facilitate constructive, collaborative communication between Section Leaders</li> <li>• Review recent concerts with regard to the performance standard of the orchestra</li> <li>• Discuss and implement strategies to improve the artistic standard of the ASO*</li> </ul> <p>In the absence of a Music Director and Chief Conductor, it is expected that the Section</p>	<ul style="list-style-type: none"> <li>• CHAIR: Managing Director (or delegate thereof)</li> <li>• Music Director and Chief Conductor</li> <li>• Concertmaster</li> <li>• Managing Director</li> <li>• Director, Artistic Planning</li> <li>• Chief Operating Officer</li> <li>• Orchestra Manager</li> <li>• Manager – People and Culture</li> <li>• All Section Leaders</li> <li>• President, Players Committee or proxy</li> </ul>	Six times per year (additional meetings scheduled as required).
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\* In situations where it is felt further discussion is needed, any matters regarding the artistic standards of principal positions harp, timpani and tuba will be raised directly with that musician via either the Concertmaster or Chief Conductor (or appropriate proxy's in their absence).

## APPENDIX 4 - AUDITION AND TRIAL PROCEDURE

### 1. BEFORE THE AUDITION

- a) The chairperson of the audition panel shall be appointed by the Management Committee Executive.
- b) Vacancies must be advertised at least 8 weeks prior to the audition date.
- c) The Chairperson shall seek pre-approval from the Managing Director to hold an "orchestral round" following the audition should the panel deem it necessary. This decision shall be based on the financial implications to the company.
- d) Operations staff will consult with the Concertmaster and/or relevant Section Leader on the selection and engagement of an appropriate accompanist(s) if required.

#### Repertoire

- a) Appropriate audition repertoire will be selected by the relevant Section Leader and Principal(s) or another musician(s) as determined by the Concertmaster. Where an external specialist is involved in the audition process (see below), the specialist will assist with the selection of repertoire.
- b) Required repertoire will normally include set work(s) plus relevant excerpts from the orchestral repertoire.
- c) Orchestral excerpts will normally be made available to all candidates 14 days before the audition. For candidates submitting recorded auditions, the excerpts will normally be made available 14 days before the candidate's nominated date of recording.

#### Guaranteed Passage

- a) For every audition, the Manager - People and Culture will convene a committee made up of the relevant Section Leader (or Principal or external specialist as necessary), Concertmaster (or proxy) and a SOMA Representative. This committee shall view all applications to determine which (if any) applicants shall be 'guaranteed passage' into the second stage. Such determination shall only be made recognising an applicant's exceptional professional standing & experience.
- b) Applicants pre-selected in this way shall still play in the first stage but shall proceed to the second round irrespective of the view of the panel.
- c) Any such decision will remain strictly confidential. It must not be made known to any person outside the committee - including to any candidate or other panellist

#### Short-listing of candidates

- a) When more than 30 applications for any advertised position are received, a short-listing process may occur.
- b) The Management Committee Executive may invite the same committee that determines 'guaranteed passage' to evaluate the applications with a view to reducing the number of applicants eligible to audition. Such a decision will be made on the basis of insufficient professional standing & experience.
- c) This meeting shall be held in strict confidence.

### 2. AUDITION PANEL COMPOSITION

Position	Audition Panel members
Associate Concertmaster and Principal Second Violin	Chief Conductor (if available) Concertmaster All string Section Leaders All violin Principals Six Tutti violinists selected by rotation One woodwind Section Leader (by rotation) One brass or percussion Section Leader (by rotation)
All Tutti and other Principal Violin positions	Chief Conductor (if available) Concertmaster All string Section Leaders All violin Principals

	Six Tutti violinists selected by rotation
Section Leader Viola, Cello and Double Bass	Chief Conductor (if available) Concertmaster All string Section Leaders All other members of the relevant section One woodwind Section Leader (by rotation) One brass or percussion Section Leader (by rotation)
All other Principal and Tutti positions for Viola, Cello and Double Bass	Chief Conductor (if available) Concertmaster All string Section Leaders All other members of the relevant section
Woodwind Section Leader positions	Chief Conductor (if available) Concertmaster All woodwind Principals Section Leader horn All other members of the relevant section One string Section Leader (by rotation) One brass or percussion Section Leader (by rotation)
All other Principal and Tutti Woodwind positions	Chief Conductor (if available) Concertmaster All woodwind principals All other members of the relevant section
Section Leader Horn	Chief Conductor (if available) Concertmaster All woodwind Section Leaders All brass Section Leaders All other members of the horn section One string Section Leader (by rotation) One percussion Section Leader or proxy (either percussion, timpani or harp)
Associate Principal Horn and Principal 3rd Horn	Chief Conductor (if available) Concertmaster All woodwind Section Leaders All brass Section Leaders All other members of the horn section
Tutti Horn positions	Chief Conductor (if available) Concertmaster All brass Section Leaders All members of the horn section
Section Leader Brass positions	Chief Conductor (if available) Concertmaster All brass Section Leaders and Principals (trumpet, trombone and tuba) Section Leader Horn All other members of the relevant section One string Section Leader (by rotation) One woodwind Section Leader (by rotation) One percussion Section Leader or proxy (either percussion, timpani or harp)

Principal Brass positions	Chief Conductor (if available) Concertmaster All brass Section Leaders and Principals (trumpet, trombone and tuba) Section Leader Horn All other members of the relevant section
Tutti Brass positions	Chief Conductor (if available) Concertmaster All brass Section Leaders (trumpet, trombone) Section Leader horn All other members of the relevant section (note - the tuba shall be considered a member of the trombone section for this purpose)
All Percussion and Timpani positions	Chief Conductor (if available) Concertmaster Principal Timpani All members of the Percussion section One string Section Leader (by rotation) One woodwind Section Leader (by rotation) One brass Section Leader (by rotation)
Principal Harp	Chief Conductor (if available) Concertmaster All Section Leaders

- a) The rotation of panel members will be administered by the Orchestra Manager subject to the availability of panel members.
- b) Any musician not automatically included in a particular audition panel may make a written application to the Management Committee for inclusion on the panel. Any such applications must be received by the Management Committee no later than 4 weeks prior to the date of audition.
- c) For any audition where there is no Section Leader or Principal of the relevant instrument available, the ASO will engage an external specialist to provide advice to the panel. The external specialist will not have voting rights but shall participate in all discussion regarding the outcome of the audition.
- d) In the event that a panel member (other than the Chief Conductor) is unavailable (e.g. on leave or auditioning themselves), another musician of appropriate expertise may act as a proxy on an audition panel at the discretion of the Concertmaster in consultation with the Chairperson.
- e) A resigning musician or a musician stepping down is not eligible to be included in a panel that will appoint their successor.
- f) Any musicians currently on trial is not eligible to participate on an audition or trial panels for any position.

### 3. PROCEDURE AT AUDITIONS

The audition shall be conducted under the supervision of the appointed Chairperson (non-voting).

The table below outlines the roles and responsibilities of ASO staff in the audition process. In addition:

- a) All ASO staff will observe the strictest confidentiality at all times both during and after the Audition and Trial Procedure
- b) Only members of the Audition Panel as defined by this document are eligible to vote during an audition
- c) Only members of the Audition Panel and designated observers (ASO musicians) may express an opinion on the performance of the candidates at the appropriate time.

Personnel	Roles and responsibilities
Chairperson	i. Oversee the smooth running of the audition

	<ul style="list-style-type: none"> <li>ii. Prepare ballot papers and record results of the ballots and serve as returning officer for secret ballot papers</li> <li>iii. Communicate the views and requests of the panel to the auditionee in a courteous manner, displaying sensitivity to the audition situation</li> <li>iv. Consult the Manager, People and Culture on matters of procedural correctness and fairness if required</li> </ul>
SOMA Representative	<ul style="list-style-type: none"> <li>i. Observe the audition process</li> <li>ii. Assist the Chairperson in the smooth running of the audition</li> </ul>
Audition Panel	<ul style="list-style-type: none"> <li>i. Select the specific repertoire requirements prior to each round</li> <li>ii. Make a fair and reasonable assessment of all candidates</li> <li>iii. Vote on the suitability of candidates</li> <li>iv. Complete audition report forms in a legible manner</li> <li>v. Communicate with the candidates via the Chairperson only</li> <li>vi. Refrain from behaviour that may intimidate or unduly influence other members of the panel during both the audition and trial periods</li> </ul>
Observers (ASO Musicians)	<p>Any permanent orchestral member (or musician occupying a contract position as the result of a full audition process) may attend any audition as an observer.</p> <p>An observer may express his/her opinion to the panel at the conclusion of each round unless the observer has a vested interest with a candidate. Observers will leave the room before any discussion or voting takes place.</p>
Operations Staff	<ul style="list-style-type: none"> <li>i. Assist the Chairperson in the smooth functioning of the audition</li> <li>ii. Liaise with and assist the candidates</li> </ul> <p>Operations Staff will not be present during any audition, panel discussion or voting (unless they are the Chairperson).</p>
ASO Management representatives	The Managing Director, the Director of Artistic Planning and the Manager, People and Culture may attend any audition.

### Vested Interest

- a) It is a panelist's responsibility to declare any form of vested interest prior to the audition commencing.
- b) A musician should not be a member of an audition panel if a member of his/her immediate family is a candidate. Such a musician will also not be involved in the selection of audition material nor participate in any short listing and guaranteed passage panels.
- c) For this purpose "immediate family" includes spouses, siblings, offspring, parents, and partners in a de-facto relationship.
- d) While vested interest of other kinds should also be declared, it would not preclude a person participating in an audition panel.

### Report forms

All panelists should complete audition report forms, which will be collected and retained by the Chairperson following the audition.

### Use of screens

Screens will be used in the first round to ensure the anonymity of candidates. The screens will normally remain for all subsequent rounds unless a simple majority of panel members votes to remove them. If screens are removed the curricula vitae of the remaining candidates will be made available to panel members.

### Recorded auditions

Candidates may submit video recordings according to the procedure detailed in the 'ASO Audition Protocol' document. Video recordings should be heard / viewed in the same acoustic as the live auditions. With regards to screens and curricula vitae, video recordings will be treated in the same way as live candidates.

## ROUND ONE

- a) At the conclusion of the first round the panel will vote as to which candidate(s) will proceed to a subsequent round without discussion
- b) The mechanism for selecting candidates in the first round shall be by secret ballot.
- c) Candidates with a simple majority (and those with guaranteed passage) will proceed to the second round. The chairperson will inform the panel of any borderline cases and invite the panel to reconsider their vote on these candidates.
- d) If no candidate achieves the required number of votes (simple majority) to proceed and there are no candidates with guaranteed passage the audition process shall be concluded without any appointment.

## SUBSEQUENT ROUNDS

In subsequent rounds, discussion is permitted after all candidates have performed and before any voting takes place. In all discussions, due weight and consideration shall be given to the expertise of the relevant section members and invited specialist (if applicable). Discussion regarding a candidate's previous work history is permitted if the screen has been removed, however the panel will use its discretion as to the possible application of this information. All voting shall be by secret ballot.

At the conclusion of each subsequent round, the panel will decide by consensus (or vote if necessary) whether they have heard enough to consider an appointment to trial.

If the panel decide they wish to hear some of the candidates in another subsequent round, each panel member shall nominate by secret ballot which (if any) of the candidates should proceed to the following round. If no candidates achieve a simple majority, the audition shall conclude without appointment.

If the panel decide they are ready to consider appointing candidates to trial, each panel member shall nominate by secret ballot which (if any) of the candidates are of appropriate standard to be passed trial.

- If one candidate is endorsed by a simple majority of the panel, the candidate shall be offered a trial with the ASO.
- If no candidates achieve a simple majority, the audition shall conclude without appointment.
- If more than once candidate is endorsed by a simple majority of the panel, the panel shall vote again in a preferential vote with each panel member nominating their preferred candidate (singular) from those already endorsed by the panel. The candidate with the greatest number of votes will be offered a trial with the ASO.

If the results of the preferential vote are tied or within one vote, the panel shall decide either:

- To hear the endorse candidates who were very close again in an additional audition round. Following this round, panel members will again nominate their preferred candidate (singular) to be passed to trial.
- In an exceptional case, pass more than one candidate to an Orchestral Round (see below), subject to the agreement of the Managing Director.

At the conclusion of an audition the panel may decide to offer an additional outstanding candidate who received the required number of votes to pass to trial the status of "runner up". In the event that the preferred candidate withdraws or is unsuccessful in the trial process, within twelve months of the audition, the "runner up" will be offered a trial for that position.

## ORCHESTRAL ROUND

### Objective:

*To make the best appointment to trial when there is more than one outstanding candidate at an audition.*

As part of the audition process, an 'orchestral round' may be offered to more than one candidate if each receives the requisite number of votes to appoint to trial and the panel has difficulty in separating the top candidates. In this case candidates will be offered a period of ASO employment in the order of 3 weeks, as agreed by the audition panel and the company. During this orchestral round each candidate will be assessed by the original audition panel. At the

conclusion of all orchestral rounds the panel will reconvene to decide which candidate shall be offered a trial period with the ASO.

The unsuccessful candidate from the orchestral round will automatically be granted runner up status.

Travel and accommodation costs associated with orchestral round will be covered by the Adelaide Symphony Orchestra.

#### 4. POST AUDITION PROCEDURE

As soon as is practicable, the chairperson of the panel shall inform applicants of the outcome of the audition.

The chairperson shall prepare an audition report for signature by all panelists outlining the audition process and including recommendations that reflect the decisions of the audition panel. Once signed this report shall be forwarded to the Managing Director for approval.

If feedback is requested by any candidate it shall be provided by the Chairperson. Such feedback will be based on typical comments from the audition report forms without identifying individual panel members.

##### Invitations after two auditions

- a) Where there has been no appointment after two or more auditions, the ASO Management Committee in consultation with the relevant audition panel may agree that a musician or musicians (of either resident or non-resident status) may be invited to play with the Adelaide Symphony Orchestra in the vacant position as part of the recruitment process.
- b) The ASO will advertise the position as vacant and seek expressions of interest. Any eligible musician may submit his/her curriculum vitae for consideration by the relevant audition panel.
- c) The panel may request a recent recording of a potential invitee prior to an invitation being made.
- d) The panel will decide which (if any) player(s) will be invited by consensus, or failing that, by majority vote.
- e) The Company will advise the maximum number of players to be invited.
- f) Selected players will be put into an order of priority and invitations will be made to reflect this intent.
- g) During this playing period, the player will play a short recital of repertoire determined in advance by the audition panel including relevant orchestral excerpts. The audition panel shall attend this recital as well as any other members of the Adelaide Symphony Orchestra who may be interested. The ASO shall supply an accompanist for this recital if required.
- h) The process may conclude at any point if an invitee is selected to pass to trial by a majority of the audition panel. After hearing all the invitees, the Management Committee (in consultation with the relevant audition panel) may agree to revert to the normal audition process.
- i) The Management Committee Executive shall oversee the operation of this clause.

#### 5. TRIAL PROCEDURE

##### Length of Trial

Under normal circumstances trial periods will consist of six months of rostered orchestral activity not including annual leave or mid-year breaks.

Under exceptional circumstances and with the agreement of the Trial Panel and the Company, the length and timing of the trial may be varied to take into consideration:

- a) The appropriateness of repertoire
- b) A trial period that is fair and reasonable with regard to the trialee's availability and personal circumstances

The approach to the length and timing of any trial period will be agreed and understood by all parties before the commencement of the trial.

At the conclusion of the trial period the panel may also elect to extend the trial period a further 3 months of rostered orchestral activity (see below).

### **Trial Panel Membership**

All musicians on trial shall be assessed by a trial panel consisting of:

- a) All members of the original audition panel (if available) and any eligible panellists who were absent at the audition
- b) In the case of violins: any other Tutti violinists who wish to participate

In the event that a trial panel member is unavailable (e.g. on leave or auditioning themselves), another musician of appropriate expertise may act as a proxy on a trial panel at the discretion of the Concertmaster in consultation with the Chairperson.

A musician already permanently employed by the ASO who has been granted runner-up status for a position shall not be part of the panel for the trial of the preferred candidate for that position but may provide written input to the panel.

The composition of the trial panel will be finalised before the trial commences.

### **Feedback**

The minimum feedback during a trial period is by a mid-term and final assessment as detailed below. Prior to beginning a trial the trialee will be given the opportunity to discuss his/her preferred form of feedback. The trialee may request to have more regular informal feedback sessions (monthly for example) with the Section Leader, Concertmaster or nominated panellist. Repertoire should be considered when trial assessment feedback is being planned.

### **Mid-trial assessment**

Mid-way through the trial all trial panel members will receive a mid-term assessment form which must be filled in and returned to the Orchestra Manager. The Orchestra Manager will then collate the forms into a report which will preserve the anonymity of assessors in relation to their views.

The trial panel will then meet to discuss the report. Feedback should be put forward together with recommendations (if required) on which aspects of the trialee's playing should be improved or addressed, together with suggestions on how to address them.

The Orchestra Manager will compile a summary of the panel's views which will be discussed by the Orchestra Manager and relevant Section Leader (or Concertmaster) with the trialee in the presence of a SOMA representative (or other musician of the trialee's choice) and the Manager – People and Culture. Anonymity of trial panel members in relation to their views will be preserved.

### **Final weeks of the trial**

Approximately four weeks (under normal circumstances) before the end of the trial period the trial panel will meet again to discuss the progress of the candidate. If at this point the panel agrees that there are significant problems and there is a possibility that the trial might be unsuccessful, formal feedback incorporating notification about the possible consequences will be given to the trialee as soon as possible. At such a meeting the Trial Panel may consider the possibility of extending the trial period a further 3 months of rostered orchestral activity (see below).

Approximately two weeks (under normal circumstances) before the end of the trial period each trial panel member will receive a final assessment form to complete and return to the Orchestra Manager. The final assessment form will have provision for a vote to be recorded by the panel member.

Approximately one week before the end of the trial period the Orchestra Manager will collate the votes and determine the outcome of the trial and notify the panel. Only in borderline cases where a non-appointment is possible, or where requested by the Section Leader or the majority of the trial panel, will the Orchestra Manager organise a further meeting of the panel to discuss the final outcome of the trial. Requests for such a meeting are the responsibility of panellists.

### **Extension of Trial**

At the conclusion of the trial period the panel may also extend the trial period a further three months of rostered



orchestral activity for one of the following reasons:

- To provide the trialee with additional opportunities to meet the expectations of the panel; and/or
- To provide additional opportunities for the panel to hear the trialee in different repertoire

The reason for the trial extension will be communicated in writing to the trialee.

The extended trial period will include an additional meeting of the panel and a feedback meeting for the trialee.

#### **Conclusion of the trial period**

A trial period will be unsuccessful if more than one third of the panel votes against the appointment. Furthermore, if the entire relevant section (or in the case of the strings the majority of the relevant section) and the Concertmaster are not in favour of an appointment, the trial will not be successful regardless of the outcome of the vote.

If the trial is successful, the panel will make a recommendation to the Managing Director.

The musician may commence the position as soon as possible at a date agreed by the musician and the company. If the musician is unable to commence the position within 6 months of the completion of the trial the ASO reserves the right to withdraw the offer of employment and recommence the appointment procedure.

The trialee and all available panellists will be informed of the outcome of the trial prior to any public announcement.

## **6. EDUCATIONAL AUDITIONS**

Whenever possible, auditioning for education activities will be scheduled within normal rostered calls.

Where rostered calls are not available for auditioning for education activities, auditions may be scheduled outside normal rostered calls. Musicians may only undertake such activities outside the roster on a voluntary basis. For education auditions outside the roster, musicians shall receive their normal rate of pay.

Whether within the normal roster or not, calls shall be limited to two per day, and normal meal break provisions shall apply.

## APPENDIX 5 - SOLO FEES

For all concerts except major subscription concerts, the following rates per performance shall apply as minimum rates when orchestral members play as soloists in featured solo pieces with orchestra. Works shorter than 2 minutes will not normally attract a solo fee.

Up to 5 minutes	175% of the Tutti base call rate
5 to 10 minutes	320% of the Tutti base call rate
10 to 15 minutes	435% of the Tutti base call rate
more than 15 minutes	550% of the Tutti base call rate

Where there are two solo parts, each soloist shall receive 66% of the above fee.

Where there are three or more solo parts, each soloist shall receive 50% of the above fee.

For education concerts, one solo fee shall apply for up to three performances per day.

For free concerts or concerts of a promotional nature, one solo fee shall apply for up to two performances per day.

Contracts will be offered for all occasions involving featured soloists. If a musician feels a particular piece should be treated as a featured solo piece attracting a solo fee, they can refer the issue to the Artist & Repertoire Committee for clarification. A SOMA representative will participate in the A & R Committee for this purpose. Musicians shall not vote on decisions relating to works in which they are soloists.

## APPENDIX 6 - ASO COMMUNITY PARTNERSHIPS

The ASO Community Partnerships Program will apply to ASO musicians' involvement with the following:

- a) Disadvantaged groups
- b) Multicultural and volunteer organisations
- c) Hospitals and Aged Care institutions

The aim of this program is for the ASO to become an integral part of the many communities of Adelaide and South Australia.

SOMA will be consulted regarding the entitlement of proposed activities to be covered by this clause. Such activities may involve from one to 15 ASO musicians on any one occasion.

Up to four voluntary, out of cycle calls per year per individual musician may be performed without extra payment for such activity. Calls shall not exceed three hours on any one occasion, and each call shall be registered as one call worked towards the player's individual call count. Such activity shall not incur a higher duties allowance, doubling, substitution, or any other extra payment. Such activity shall be considered a normal ASO workplace with respect to WH&S and Return to Work. However, it is recognised that normal call conditions (not detailed in this clause), may need to be varied subject to the agreement of the musicians involved. ASO staff shall keep detailed records of all such activities, which shall be made available to SOMA on request. Parking receipts used for this activity will be refunded by the Company.

## APPENDIX 7- PROFESSIONAL DEVELOPMENT

The Company will continue to support personal development and training programs for musicians on a case by case basis. Such support would ordinarily be by way of providing time off from normal duties with or without pay and/or providing financial assistance to undertake the studies or training.

In considering the extent of support for a training program, a selection panel convened by the Management Committee shall take into consideration, the nature and duration of the training to be undertaken, the implications for ASO activities, previous studies assistance provided to the musician, any competing requests for assistance, the cost of the assistance sought and any other relevant matters.

Subject to the ASO's budgetary considerations, up to the amount of \$26,517 per annum shall be spent on professional development of orchestral members at the discretion of the ASO Management Committee.

## APPENDIX 8 - PERFORMANCE FEEDBACK PROCESS

### 1. **Individual Feedback:**

Individual feedback is part of routine interaction between musicians, Section Leaders, the Concertmaster and Conductors, both within and outside of official rehearsal time. In providing individual feedback performance problems of a minor nature will normally be overcome in a timely and informal manner.

All musicians are expected to seek regular feedback from their colleagues, creating a positive culture of constructive interaction. Section Leaders are also expected to provide regular, constructive feedback to members of their section including raising concern when it appears an individual's performance has fallen below the expected performance standard. In situations where a Section Leader has performance concerns about a musician in another section, they should initially approach the relevant Section Leader (or Concertmaster where performance concerns relate to a Section Leader). The Concertmaster will provide feedback as necessary to other Section Leaders and also the Tuba, Timpani and Harp.

The Company will provide appropriate training and advice in the giving of feedback to Section Leaders (including the Concertmaster). Section Leaders are encouraged to discuss any performance concerns with the Manager – People and Culture at an early stage to promote a consistent approach in the giving of feedback; such discussion at this stage will not signify the start of formal performance management.

### 2. **Group feedback:**

Group feedback provides an inclusive and collaborative forum in which performance standards can be maintained and developed across the orchestra and for players to raise any issues informally amongst peers. The following provides a framework for the group discussion of performance standards. Supplementary meetings may be arranged if required.

SECTION LEADERS	Minimum of <u>six</u> meetings per year (See Appendix 2) in which the Chief Conductor and Music Director will provide general performance feedback
STRINGS	Two meetings of String Section Leaders and Principals per year* Two section meetings per year (for each violins, violas, cellos, double basses)
WOODWIND	One meeting per year of woodwind Section Leaders* One section meeting (flutes, oboes, clarinets, bassoons) per year One meeting of the entire woodwind section per year
BRASS	One meeting per year of brass Section Leaders One meeting of each horns, trumpets and lower brass (trombones and tuba) per year One meeting of the entire brass section per year
PERCUSSION, TIMPANI and HARP	Two meetings per year

*\* It is recommended that Section Leaders of the relevant instrument families meet prior to their respective Section meetings to enable any issues between Sections to be raised in advance.*

To provide a constructive and participatory forum, all those attending such meetings should be allowed to submit items for discussion in advance, with an agenda being circulated prior to the meeting by the Section Leader (or another player by agreement). Appropriate discussion items may include (but are not limited to):

- a) General performance standards
- b) Communication
- c) Relationships with other Sections
- d) Rostering and management of workload
- e) Review of recorded performances.

Meeting participants will discuss all issues in a way that is respectful, constructive and focuses on identifying workable solutions to improving performance standards. Meetings should be minuted (by a mutually agreed third party if felt required and agreed in advance). Once minutes have been approved they will be returned to the Manager – People

and Culture so they can be kept on record.

Calls will be credited to all meeting participants, and meetings may be held 'out of cycle' by mutual agreement. Larger sections may be split into smaller groups at the discretion of the Section Leader.

The Manager - People and Culture will be available to provide support and discuss issues of concern with any individual prior to meetings. Independent facilitation and/or mediation will be available where appropriate. The application of the performance feedback process will be monitored by the Management Committee.

## APPENDIX 9 - PERFORMANCE STANDARDS PROCESS

The Performance Standard Process will be followed in situations where a musician regularly performs below the expected performance standards with an adverse impact on the performance of their section or the orchestra as a whole. Before the Performance Standards Process commences, a musician must have been made aware of perceived problem(s) via the individual feedback process and have been afforded reasonable opportunity to address them.

Any musician undergoing the Performance Standard Process is entitled to be supported at all meetings by a Union representative or other representative of their choice. The Manager – People and Culture will also have responsibility for ensuring an employee's welfare during this process. Musicians undergoing formal performance management process are also encouraged to access the Company's Employee Assistance Program.

All individuals involved within formal performance management processes have a responsibility to maintain confidentiality in order to maintain the integrity of the process and prevent any undue stress being placed upon a musician being supported through this process. Any individual failing to preserve confidentiality may face disciplinary proceedings.

The Chief Conductor and Music Director will be kept fully informed of any Performance Standards Process by the Manager – People and Culture.

### **1. Initiation of the Process**

The Performance Standards Process can be initiated by a Section Leader, Concertmaster, Chief Conductor and Music Director. Prior to any discussions with the musician, a meeting must take place with the Manager - People and Culture in which the performance concerns will be discussed and documented. A preliminary discussion will take place to determine the most appropriate course of action.

### **2. Supervisory Committee**

Where it is believed that significant performance concerns remain despite individual feedback having taken place along with an opportunity to address the highlighted issues, the Manager - People and Culture in reasonable consultation with the Concertmaster (or proxy) and SOMA President will convene a 'Supervisory Committee'. The Supervisory Committee will comprise 3 musicians, best placed to both observe and support the musician. This will normally consist of the Concertmaster plus two other Section Leaders or Principals in the instrument group (strings, woodwind or brass and percussion). Issues of potential conflict of interest will be taken into account when appointing the Supervisory Committee.

The Supervisory Committee will meet with the Manager - People and Culture to discuss the performance standard of the musician. The Performance Standards Process will only continue if an absolute majority of Supervisory Committee believe the musician regularly performs below the expected performance standards with an adverse impact on the performance of their section or the orchestra as a whole.

### **3. Initial meeting**

The Manager – People and Culture will write to the affected musician, inviting them to an initial meeting at which the Supervisory Committee and Manager - People and Culture will be present. The letter will outline the areas of performance where there are concerns as well as the previous steps taken to try and address these within the individual feedback process. Musicians will be informed they are entitled to be supported by a Union representative or other representative of their choice for all meetings associated with this process.

During the meeting the musician will be told as precisely as possible the reasons for the continued performance concerns and be given the opportunity to explain and discuss any factors which may be affecting his/her current performance. These factors will be taken into consideration when determining appropriate training or support that could reasonably be provided to enable the expected performance standards to be met. The time required for the individual to achieve the performance standards will be 6 months, but may be shorter in situations where the Supervisory Committee is satisfied that performance concerns are resolved.

Following a full discussion of the performance concerns an action plan will be created. The plan will detail:

- a) Areas identified as needing improvement
- b) Support measures agreed as a way of achieving the required improvement, this may include:
  - Practice, rehearsal or discussion sessions with the Section Leader or other appropriate musician
  - Professional development activities or other training
  - Provision of independent medical services
  - External counselling / mentoring

(All reasonable costs incurred by providing agreed support will be incurred by the Company)

- c) Individual responsibilities for ensuring the action plan is carried out
- d) Timescales in which actions must be completed
- e) Details of review meetings

Following the meeting, the Manager – People and Culture will write to the musician confirming what was discussed and provide a copy of the action plan agreed for the 6 month feedback and counselling period. Potential consequences of not meeting the expected performance standards within the required timescales will be outlined at this stage to ensure transparency and understanding.

#### 4. Feedback and Counselling Period

Interim review meetings with the Supervisory Committee and Manager – People and Culture will take place throughout the duration of the action plan to support the musician in achieving the agreed performance standards. In these meetings, progress towards to required performance standards should be discussed and any required amendments to the action plan made. During this time the Supervisory Committee may seek additional feedback from the Concertmaster (if not a member of the Supervisory Committee) and/or other relevant musicians. Consideration must be given to the value this will bring to the process so as to minimise the number of people involved in the discussions with the aim of preserving confidentiality.

#### 5. Conclusion

If at the end of the Feedback and Counselling Period agreed action plan (maximum 6 months) the Supervisory Committee is satisfied that the performance concerns are resolved then the Performance Standards Process will be concluded. The musician will be advised they must continue to perform consistently to these standards, and that should performance concerns reoccur within 12 months of the end of the action plan, then the Supervisory Committee will reconvene (as described under section 2) to consider implementing a new Performance Standards process.

If at the end of the Feedback and Counselling Period the Supervisory Committee determines that the required performance standards have been partially met then the Feedback and Counseling Process may be extended to a maximum of 6 months.

If at the end of the action plan an absolute majority of the Supervisory Committee determines that the performance standards have not been met then the Manager - People and Culture will inform the Managing Director who will review the feedback and decide if it is appropriate to initiate the Loss of Proficiency Process. A decision regarding loss of proficiency will not occur until a musician has been afforded the full 6 months to improve under Performance Standards process.



## APPENDIX 10 - LOSS OF PROFICIENCY PROCESS (LOP)

Loss of proficiency is defined as an “unacceptable decline in the playing ability and overall performance standard by a musician over an extended period of time”. The LOP process is limited to musical performance and excludes behavioral aspects of work performance (managed through clause 38 of this agreement).

The LOP process will only commence provided that the musician;

- a) Is a permanently appointed member of the Orchestra
- b) Has been afforded the opportunity to improve performance under the Performance Feedback Process for 6 months
- c) Does not suffer from a chronic medical condition that interferes with their ability to perform to the expected standard
- d) Has not indicated an intention for voluntary retirement within one year

Nothing in these procedures is intended to preclude:

- a) The Company from offering (and the musician accepting) redeployment to and/or retraining for another position commensurate with the skills and experience of the musician concerned;
- b) The musician and the Company mutually agreeing on a loss of proficiency cessation and the terms thereof

### 1. Initiation

The Managing Director will write to the affected musician, inviting them to an initial LOP meeting. The letter will outline the areas of performance where concerns remain as well as the previous steps taken to try and address these as part of the Feedback and Performance Standards processes.

Musicians will be informed that they are entitled to be supported by a Union representative or other representative of their choice for all meetings associated with this process. The musician will inform the Manager – People and Culture of their chosen support person to ensure that this person is not also a member of the Review Panel.

Following initiation of the LOP process by the Managing Director; a Review Panel will be formed comprised of:

- a) Managing Director (chairperson)
- b) Manager - People and Culture
- c) SOMA representative
- d) Assessment Panel [comprised of the same personnel as for an Audition Panel for the given instrument including the Concertmaster and Chief Conductor and Music Director if available, as stipulated in Appendix No.3 Section D of this agreement]

The Manager, People and Culture will brief all parties of the performance issue/s identified by the Performance Standard Process, the relevant considerations and procedural elements, and will provide any necessary documentation.

Confidentiality is fundamental to the integrity of this process. Except with the expressed permission of the Managing Director, no person on the Assessment and/or Review Panels may discuss the process outside of the Panel. The Managing Director reserves the right to remove a person/s from the Review and/or Assessment Panels where a conflict of interest or breach of confidentiality is apparent. In cases where confidentiality is evidently breached, the person/s may be subject to disciplinary action.

### 2. Initial LOP meeting

The Managing Director will meet with the musician and discuss:

- a) The performance problems which remain and that these may constitute loss of proficiency
- b) That the musician will be undertake a further performance assessment process for a period of 6 months
- c) The musician is liable to have his/her employment terminated due to loss of proficiency should performance fail to meet expected standards at the conclusion of the assessment process

During the meeting the musician will be given the opportunity to explain and discuss any factors which are felt to be contributing towards a loss of proficiency. A musician may also submit a written explanation of any factors felt to be contributing towards a loss of proficiency following the initial LOP meeting. Any submissions made by the musician will be taken into consideration by the Review Panel.

The action plan created as part of the Performance Standards Process will be revisited to identify any further support mechanisms which may help to achieve the required standard of performance. Timescales for feedback will also be outlined at this stage, to coincide with the three Review Panel meetings (see Assessment Period below).

### **3. Assessment Period**

The members of the Assessment Panel will continually observe the musician's standard of performance over a period of six months. During this time, members of the Assessment Panel will record their observations via standardised feedback forms, which will be returned to the Manager, People and Culture.

The Review Panel will meet on three occasions (approximately every eight weeks) to review the Assessment Panels feedback. The Managing Director may also consult with specialist consultant/s, musician/s, conductor/s, and will bring this advice in writing to the panel for its consideration.

Following any meeting of the Review Panel, the Managing Director may decide that performance has met the expected standard and therefore the LOP process will cease.

Following each of the three Review Panel Meetings, the musician will meet with the Manager - People and Culture, Concertmaster and selected member(s) of the Assessment Panel (e.g. Section Leader) as determined by the Review Panel. These meetings will provide a forum in which:

- a) Feedback can be given to the musician
- b) Discussion can take place regarding the musician's progress
- c) Any additional support mechanisms which will help the musician meet the required performance standards can be identified.

The content of these meetings will be confirmed in writing by Manager – People and Culture with an updated action plan if required.

### **4. Conclusion**

At the end of the 6 month Assessment Period, each Assessment Panel member shall provide a confidential recommendation to the Managing Director as to whether or not the musician displays a loss of proficiency in the identified areas of performance.

For it to be determined that a musician displays a loss of proficiency, this must be recommended by at least two thirds of Assessment Panel members. The Managing Director may make the decision to terminate the employment of the musician only if a loss of proficiency in the identified areas of performance is determined by the Assessment Panel.

The Manager, People and Culture will formally advise the Review Panel of the outcome before holding a meeting with the musician and his/her representative.

If it is determined that a musician is not displaying a loss of proficiency, another LOP Process may not be initiated for the same musician for a period of at least 12 months. However, the musician will be advised they must continue to perform consistently to the expected level of performance. Should performance concerns reoccur within 12 months of the end of the LOP process, then the Supervisory Committee will reconvene as per section Appendix 10 – Section 2 to consider reinstating a Performance Standards process.

### **5. Entitlements**

If a musician's employment is terminated due to loss of proficiency he/she will be entitled to:

1. Notice period of 12 weeks; and
2. A severance benefit of 4 weeks' salary for each completed year of continuous service for the first 5 years; plus 3 weeks' salary for each completed year of continuous service thereafter.

The minimum severance benefit under this sub-clause is 8 weeks' salary and the maximum severance benefit is 48 weeks' salary. For the purpose of calculating any payment under this clause, the salary a musician would have received had he/she been on recreation leave shall be used.

A musician may elect to leave the employment of the Company during the six months assessment period. In this case the musician shall be entitled to payment in lieu of the unexpired balance of the assessment period in addition to the severance benefit outlined directly above. This entitlement shall not be cumulative with any other payment in lieu of notice period provided for under this Agreement.

## 6. Appeals

In the event of any dispute over the assessment outcomes, the dispute resolution procedures set out in this Agreement will apply.

REVISED: 13 December 2018

## **Adelaide Symphony Orchestra Musician's Agreement**

**2017-2019**

### **Undertakings**

The following are written undertakings in relation to the Adelaide Symphony Orchestra Musician's Agreement

#### **1. Clause 48.1 Special Leave/Community Service Leave**

In addition to the provision for leave under clause 48 for paid leave, leave allowances under these circumstances will be provided for as outlined in the NES.

#### **2. Clause 55.4 Unauthorised Absence**

In the circumstances referred to in clause 55.4, the employee will be entitled to payment of the Minimum Notice Period as required in the NES Notice of Termination provisions.

#### **3. Clause 11. Part -Time Employment**

Part-Time employees will be scheduled for a minimum of two (2) calls, or 6 hours per week, as stipulated in the Live Performance Award.

#### **4. Clause 42. Annual leave**

For the avoidance of doubt, if in any circumstances the Act provides a more favourable outcome for an Employee in relation to annual leave, the Employee will receive the benefit of that entitlement.

#### **5. Clause 47. Personal Carer's Leave**

For the avoidance of doubt, if in any circumstances the Act provides a more favourable outcome for an Employee in relation to personal/carer's leave, the Employee will receive the benefit of that entitlement.

We undertake the following under **Definitions:**

**CALL:** For the purposes of the entire agreement a call will be deemed to be a minimum of three (3) hours, and paid accordingly, regardless if scheduled for a shorter duration.

**General Allowances as outlined in the Live Performance Award:**

**These allowances are currently omitted from the Agreement and we undertake the following additions:**

**Reimbursement of Expenses** – The ASO will reimburse all authorised expenses incurred by employees in the course of their employment, as outlined in the Live Performance Award Clause 14.1

**Use of Vehicle Allowance** – The ASO will provide a paid allowance where the ASO requests that an employee use their own vehicle in the performance of their duties at the rate of \$0.78 per kilometre, as per the Live Performance Award clause 14.2.

**Clause 68 Travel Allowance** – The ASO undertakes to pay employees allowances in accordance with the following:

Travel to and from airports – The ASO will either provide or reimburse employees for travel to and from airports for required work travel, up to the maximum outlined in the Live Performance Award clause 14.5

Accommodation The ASO will provide accommodation for employees required to travel for work purposes, or pay allowances in accordance with the Live Performance Award where the employee does not accept employer provided accommodation as outlined in the Live Performance Award clause 14.5

Where the employee does not accept accommodation provided by the ASO, the employee will be entitled to reimbursement for accommodations up to the maximum weekly limit as stipulated in the Live Performance Award clause 14.5

The ASO will only provide shared accommodation where the employer and employee agree in writing as outlined in the Live Performance Award clause 14.5

Meals While Travelling Where an employee is required to travel for work purposes, the ASO will pay an allowance for meals in accordance with the minimum daily and maximum weekly provided in the Live Performance Award or by the ATO, whichever is higher.

Incidentals While Travelling Where an employee is required to travel for work purposes, the ASO will pay an allowance for incidentals in accordance with the minimum daily and maximum weekly provided in the Live Performance Award or by the ATO, whichever is higher.

Transportation of luggage and instruments in the event where the ASO has not arranged for the transport of employee luggage and travel, the ASO will reimburse the employee for all transportation and insurance costs as outlined in the Live Performance Award Clause 14.5

#### **Clause 69 Allowance Indexation –**

In the application of clause 69, the ASO will include all expense related allowances as outlined in the Live Performance Award. The ASO will use the applicable index figures for these adjustments.

#### **Special Allowances as outlined in the Live Performance Award:**

Where an engagement customarily accepted as speciality is for more than six days, the ASO will pay the appropriate rate where an engagement customarily accepted as speciality is for more than six days, the rate will be the appropriate rate as set out in the agreement, plus 66.7% in accordance with the Live Performance Award.

#### **Clause 65 Instrument Allowance:**

Where employees, including casual employees, are entitled to an instrument allowance as set out in clause 31.1 of the Live Performance Award, the ASO will pay the allowance equivalent to the applicable index figures as outlined in the Live Performance Award.

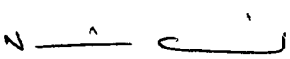
#### **Clause 17.4 Call Duration:**

For the purpose of the Agreement, audition calls will be a maximum of three (3) hours, in accordance with Clause 32 in the Live Performance Award

I confirm I have the authority to provide these undertakings on behalf of the Company.

DATE: 13 December 2018

NAME: Vincent Ciccarello

SIGNATURE: 

ORGANISATION: Adelaide Symphony Orchestra

ADDRESS: 91 Hindley St, Adelaide SA 5001