



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Tasmanian Symphony Orchestra Pty Limited T/A Tasmanian Symphony Orchestra
(AG2018/5808)

TASMANIAN SYMPHONY ORCHESTRA MUSICIANS' AGREEMENT 2018

Live performance industry

COMMISSIONER BISSETT

MELBOURNE, 4 MARCH 2019

Application for approval of the Tasmanian Symphony Orchestra Musicians' Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *Tasmanian Symphony Orchestra Musicians' Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Tasmanian Symphony Orchestra Pty Limited T/A Tasmanian Symphony Orchestra. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 11 March 2019. The nominal expiry date of the Agreement is 30 April 2020.

The signature of Commissioner Bissett is written in blue ink to the left of the official seal. The seal is circular and contains the text 'THE SEAL OF THE FAIR WORK COMMISSION' around the perimeter. In the center of the seal is the Australian coat of arms, featuring a kangaroo and an emu flanking a shield with a seven-pointed star above it. The word 'AUSTRALIA' is written below the shield.

COMMISSIONER

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ENTERPRISE AGREEMENT

**TASMANIAN SYMPHONY
ORCHESTRA MUSICIANS
AGREEMENT**

2018

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GENERAL

1. Title

This Agreement shall be known as the Tasmanian Symphony Orchestra Musicians' Agreement 2018.

2. Parties Bound and Duration

2.1 This Agreement will apply to the Tasmanian Symphony Orchestra Pty Ltd, the Musicians employed in the Tasmanian Symphony Orchestra in the classifications listed in clause 6 and the Media Entertainment and Arts Alliance and shall be operative from the seventh day after approval by the Fair Work Commission and shall have a nominal expiry date of 30 April 2020.

2.2 This Agreement supersedes and replaces in its entirety the *Tasmanian Symphony Orchestra Musicians Agreement 2014* and any other prior enterprise agreement that regulated the conditions of employment of musicians covered by that Agreement.

3 Award Coverage

This Agreement operates to the exclusion of the *Live Performance Award 2010*.

4 Definitions

ABC is the Australian Broadcasting Corporation.

Acting Associate Concertmaster shall mean a musician appointed by the Company to perform the role.

Acting Concertmaster shall mean a musician appointed temporarily by the Company to perform the role of concertmaster.

Award, unless otherwise indicated means the *Live Performance Award 2010*.

Broadcast shall mean the reproduction for telecast, broadcast, webcast, streaming, free-to-air or future transmission in any medium either known or to be developed, either whole or in part(s), of any concert or studio performance.

Call shall mean an appearance for a performance, a rehearsal (including seating or balance), a recording in any medium, a mixed appearance, or an educational activity.

CEO means the Chief Executive Officer of the Tasmanian Symphony

Orchestra Pty Ltd and includes any person undertaking the role of Managing Director (**MD**).

Company or **TSO** means the Tasmanian Symphony Orchestra Pty Ltd.

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

Condensed Call means a 4hour call which counts as two 3hour calls.

Contract musician is one engaged in accordance with Clause 6.4.

Consultative Committee means a Committee established in accordance with Clause 40 of this Agreement.

Day trip shall mean any duty on a single day away from the TSO Office. A day trip shall end no later than midnight.

De facto partner:

- (a) means a person who, although not legally married to the musician, lives with the musician in a relationship as a couple on a genuine domestic basis (whether the musician and the person are of the same sex or different sexes); and
- (b) includes a former de facto partner of the musician.

Designated instrument(s) means the instrument(s) as described in the musician's position description.

Doubling means playing more than one instrument(s) in a call or an instrument other than a designated instrument(s).

Educational activity shall mean any schools performance, lecture, demonstration, master class or workshop by one or more members of the orchestra.

Education concert means any concert performed for school students or pre-school children.

Establishment Strength means 47 full-time musicians employed on a full-time basis as defined in clause 6.1(a) (with the exception of the Concertmaster who is employed on a fixed-term contract basis).

Extended Call means a 3 hour call which is not the final rehearsal.

FFPP means first full pay period.

Free day shall be a period of 24 hours during which a musician is not required to attend for duty or to be available for duty and such period shall not be deemed to have commenced until the expiration of eleven hours from when the musician last performed duty.

FWA means Fair Work Act 2009.

FWC means the Fair Work Commission and includes any replacement organisation established for the same or similar purpose.

Immediate family means

- (a) A spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild, sibling of the musician); or
- (b) A child, parent, grandparent, grandchild or sibling of the musician's spouse or de facto partner (or former spouse or former de facto partner) of the musician.
- (c) Step relations(step-parents and step-children) as well as adoptive relations

Household member means any person who lives with the musician.

Mixed appearance call comprises a rehearsal or recording, an interval and a performance.

Musician shall mean a musician employed in the Orchestra.

NES shall mean National Employment Standards.

Non-playing activity shall mean an appearance for publicity exercise, a meeting called by the Company, training or orchestral auditions.

On duty shall mean from the time of starting as notified by the Company to the musician until the musician is released by the Company, and shall include calls, travel as directed, educational activities and auditions.

Orchestra means body of musicians employed by the Company.

Operations Management shall mean the person undertaking the position of Director Operations.

Period of actual travel is the period of travel from Company Office and excludes halts to progress such as meal stops, but includes comfort stops.

Players Committee means the committee elected by the Orchestra annually.

Recording call may be for radio, television, film or a permanent recording including download from the internet and other media either known or to be developed, either whole or in part(s), of any concert or studio performance. Calls may be recorded using stop/start technology.

Registered Health Practitioner means a health practitioner, as defined by the National Registration and Accreditation Scheme (National Scheme), who is registered with the Australian Health Practitioner Regulation Agency.

Rest break shall mean a period of relief from work which shall be deemed to commence:

- (a) in non-performance calls when the conductor or other person designated by the Company calls a break, or,

(b) in performance calls, when the Concertmaster or other person designated by the Company leaves the stage or pit, and at the end of which the orchestra shall be reseated and ready to tune.

Specified period shall mean a period of engagement set out in a letter of offer specifying a commencement date and a date of termination.

TSO Office shall mean offices located at the Federation Concert Hall, 1 Davey Street Hobart.

Tour shall mean the circumstances in which a musician, at the direction of the Company, is required to be absent from his/her usual place of residence for one or more nights.

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.

5 Commitments

5.1 This Agreement establishes the working environment of the Orchestra and reflects the ongoing commitment of management and musicians to the following goals:

- (a) The maintenance of a constructive, harmonious and positive employment environment.
- (b) To strive continuously for high quality performance.
- (c) To maintain and build customer satisfaction.
- (d) To maintain and elevate the public image and esteem of the Orchestra.
- (e) To implement the TSO Strategic Business Plan.
- (f) To maintain wages and conditions of employment at a standard appropriate for attracting and retaining high quality musicians. The parties agree to meet annually to review the Company's financial circumstances and the affordability of potential increases to salaries relative to other Australian Orchestras with the aim of assisting future planning.
- (g) A commitment to continual presentations at Company Development Meetings of updates regarding the Company's overall financial situation.

5.2 The parties recognise that being a full-time member of the Orchestra

constitutes full-time employment, particularly having regard for the time involved in practicing and rehearsing, the involvement in community functions, other orchestral activities, the necessity to travel and tour with the Orchestra as part of its normal activities and any of the activities identified as part of the TSO Community Outreach and Education Program (Clause 49).

- 5.3 The parties recognise the importance to the Company of undertaking strategic commercial and promotional activities provided that there is an appropriate balance with maintaining high artistic standards and ensuring musicians' health and safety. Consideration of strategic commercial and promotional activities, which fall outside the Orchestra's usual arrangement of work, shall be in accordance with Clause 9.

EMPLOYMENT CONDITIONS

6. Types of Employment

A musician shall be required to attend for work, and perform work at the standard required by the Company in accordance with the provisions of this Agreement.

A musician covered by this Agreement will be engaged on the basis of one of the following:

6.1 Full-time:

- (a) Full-time (regular) which means that the employment is for the full weekly hours in an ongoing capacity. A regular musician is one of the normal complement of the Orchestra;
- (b) Full-time (fixed-term) which means that the employment is for full-time hours but for a specified period.
- (c) The work requirements prescribed in Clause 11 shall constitute full-time employment.

6.2 Part-time:

- (a) Part-time (fixed-term) which means that the employment is for less than the weekly hours for a specified period.
- (b) Part-time (fixed-term) musicians receive on a pro rata basis, the equivalent pay and conditions to those of full-time (fixed-term)

musicians who do the same work.

- (c) Part-time (fixed-term) employment will only be used in the following circumstances:
 - i. For a Full-time (regular) musician who wants to work part-time for a specified period for personal (including family or lifestyle) reasons and it is agreed by the Consultative Committee;
 - ii. The Company may offer part-time (fixed-term) employment to a prospective member of the orchestra to fill a vacancy caused by a full-time (regular) musician undertaking a period of part-time employment.

- (d) The process for agreeing to part-time employment is:
 - i. The full-time (regular) musician must discuss the proposal with the Principal of their section.
 - ii. If the Principal agrees, the proposal is presented to the Consultative Committee including the names of prospective musicians who the Principal recommends for the position.
 - iii. If the Principal does not agree, the full-time (regular) musician may discuss the proposal with the Director Operations. The Director Operations will discuss the proposal with the Principal. The Director Operations may then present the proposal to the Consultative Committee.
 - iv. The Consultative Committee will consider the proposal and, if there is agreement between the Company representatives and musician representatives of the Consultative Committee, a recommendation will be sent to the CEO for approval.

- (e) The parties acknowledge that the TSO is a full-time orchestra and that part-time employment will not be used to reduce the Establishment Strength of the orchestra.

6.3 Casual

- (a) A Casual musician means that the musician is engaged on a per call basis. Such employment shall be confirmed in writing.

- (b) Casual musicians may be engaged on a casual basis when augmenting the regular complement of the TSO, or when covering for short-term vacancies.
- (c) The employment of a musician as a casual musician may, by agreement, be varied to that of a fixed-term musician. Any variations shall take effect from a Monday.
- (d) Unless at least seven (7) days' prior notice of cancellation of the engagement is given, casual engagements shall be paid for whether held or not.

6.4 Contract Employment

- (a) Musicians may be employed on a fixed-term contract in accordance with the provisions of this clause. Contracts may be offered subject to consultation with the Consultative Committee, in the following circumstances:
 - i. for back filling positions to cover absences of regular musicians on leave and for temporary vacancies.
 - ii. for externally funded positions.
 - iii. for musicians of non-resident status.
 - iv. for positions which have been found to be difficult to fill.
 - v. part-time (fixed-term) employment (in accordance with the requirements of clauses 6.2 (a) and 6.2 (b)).
 - vi. where the Consultative Committee agrees that a contractual employment arrangement would be in the best interests of the Orchestra.
 - vii. as an employment option under transition to retirement (Clause 47).
- (b) All contractual musicians will be offered a written contract, which will contain the following minimum information:

- i. The minimum terms of this Agreement will apply to the contract.
 - ii. The date of commencement and expiration of the contract.
 - iii. The salary and any applicable allowances.
 - iv. Position and location.
 - v. The responsibilities of the position.
 - vi. The rights and obligations of the parties.
- (c) Existing musicians may be offered contract employment for the purposes set out in 6.4 (a) above, however there is no obligation on the Company to offer contract employment to an existing musician and no obligation on the musician to accept such an offer if made.
- (d) A musician on contract may be offered a new contract or ongoing employment under the conditions of this Agreement for the same position without audition provided it is agreed by the Audition Panel. When such an offer is not made or is not taken up, the position will be advertised and auditioned in the usual way.
- (e) If a contract is not to be renewed, the musician will be advised at least two (2) months prior to the expiration date of the contract in the case of a contract of more than twelve (12) months and advised at least one (1) month before in the case of a contract of twelve (12) months or less.
- (f) The Company may seek to recruit musicians of non-resident status providing that it shall advertise and audition twice in Australia before advising the Elected Players' Representative of its intention to advertise overseas.
- (g) Unless the musician's contract of employment specifically indicates otherwise, contract musicians shall have the same rights responsibilities, obligations and status as that of other regular musicians.

7. Flexible Working Arrangements

7.1 Requests for flexible working arrangements form part of the National Employment Standards (NES). The musician may request a change in working arrangements, including changes in hours, patterns or location of work from the Company if they require flexibility because he/she:

- (a) is the parent, or have responsibility for the care, of a child who is of school age or younger
- (b) is a carer (within the meaning of the Carer Recognition Act 2010)
- (c) has a disability
- (d) is 55 or older
- (e) is experiencing violence from a member of his/her family or
- (f) provides care or support to a member of his/her immediate family or household, who requires care or support because he/she is experiencing violence from his/her family.

If the Musician is a parent of a child or has the responsibility for the care of a child and he/she is returning to work after taking parental or adoption leave, he/she may request to return to work on a part-time basis to help care for the child.

7.2 To make the request:

- (a) Musicians, other than casual musicians, must have been employed for at least 12 months continuous service.
- (b) Casual musicians must be a long-term casual and have a reasonable expectation of continuing employment on a regular and systematic basis.

8. Individual Flexibility Arrangements (IFA)

8.1 The Company and a musician covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - i. arrangements about when work is performed;

- ii. overtime rates;
- iii. penalty rates;
- iv. allowances;
- v. leave loading; and

- (b) the arrangement meets the genuine needs of the Company and the musician in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Company and the musician.

8.2 The Company must ensure that the terms of the IFA:

- (a) are about permitted matters under section 172 of the FWA; and
- (b) are not unlawful terms under section 194 of the FWA; and
- (c) result in the musician being better off overall than the musician would be if no arrangement was made.

8.3 The Company must ensure that the IFA:

- (a) is in writing; and
- (b) includes the name of the Company and musician; and
- (c) is signed by the Company and musician and if the musician is under 18 years of age, signed by a parent or guardian of the musician; 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 musician will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

8.4 The Company must give the musician a copy of the IFA within 14 days after it is agreed to.

8.5 The Company or musician may terminate the IFA:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Company and musician agree in writing at any time.

9. Special Arrangements

9.1 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.

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

- (a) Following reasonable consultation, musician 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 musician 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.

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

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

10. Other Conditions of Employment

10.1 Small Ensemble Work

- (a) No musician shall be required to play in an ensemble of fewer than eight musicians unless within an orchestral work other than voluntarily.

10.2 Supply of Special Dress

- (a) Where a musician is required to wear special dress outside the Company's dress code, the cost of that special dress shall be reimbursed to the musician, except where that special dress is supplied by the Company.

10.3 Instrument Insurance

- (a) Subject to this clause, the Company will arrange for insurance of musicians' instruments on a 24 hour 7 day coverage basis. Instruments subject to this coverage are those that are the musician's designated instrument/s that are owned by a musician or are on loan to a musician. All Company owned instruments will be insured by the Company.
- (b) There is an obligation on musicians to provide the Company with details of the instrument(s) to be insured including its valuation and the Company will then pass the information on to the insurer. The Company will endeavour to ensure that the insurer is provided with the information it requires but will not be responsible for any failure on the part of the insurer to meet its obligations under the policy.
- (c) If the musician is performing in an engagement other than as part of their employment, and their instrument is damaged, the musician is liable to reimburse the Company for the insurance excess it is required to pay to the insurer. Where the details of the instrument have been previously advised to the insurer, the excess payable by the musician will be \$250.
- (d) Where the instrument has not been notified the excess payable by the musician will be \$500. In respect to damage or loss to an instrument which has not been notified to the insurer, insurance

coverage is limited to \$250,000.

- (e) The insurance coverage is worldwide with the exception of a limited number of countries where coverage does not apply. Musicians intending to take their instruments overseas should ascertain through the Company in advance if the insurance coverage applies in the country(s) they are intending to visit.
- (f) The Company will arrange an alternative policy where the Company requires the musician/s to tour in a country where coverage does not apply.

10.4 Travel

- (a) A musician who is required by the Company to go on tour shall be deemed to be in the employment of the Company at least from the time of commencement of travel on the tour and to remain in that employment at least until the completion of travel on return from the tour unless, in the meantime, the employment has been terminated for any reason.
- (b) Travel arrangements and conditions for travel outside of Tasmania will be subject to agreement, pursuant with Clause 9, with the musicians through the Consultative Committee as part of a 'tour agreement'.
- (c) The travel allowance rates within Australia shall be no less than the "reasonable amounts" set down by the Australian Taxation Office as varied from time to time.
- (d) The allowance prescribed by clause 10.4 (c) shall be payable to a musician from the official time of departure from the Company office to undertake an engagement or engagements until the official time of return to the Company office after completion of that engagement or engagements.
- (e) Where in any case the Company is satisfied that a musician

reasonably incurred travelling expenses in excess of the allowance prescribed in this clause, the Company may increase the allowance payable to that musician.

- (f) Notwithstanding anything contained in this clause, the Company shall not be required to pay any allowance, other than for expenses necessarily incurred, in any case where a musician is not required to be absent from the Company's home base of Hobart overnight.
- (g) A musician when on tour shall, for each complete week spent on tour, be credited with ten per centum of the weekly rate prescribed in this Agreement for a full time musician, 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. In computing 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.
- (h) In the case of travel by road the orchestra shall be allowed a rest break to a maximum of 15 minutes in each period of not less than two hours.
- (i) Where tours extend beyond one week (7 days), the employer will not direct musicians to perform within three days of the official end of the tour.
- (j) Except for the first day of an orchestral tour, the Company shall not direct a musician to travel before 8.30 a.m. unless it has been agreed to by the Consultative Committee.

Travel time

- (k) Agreement on travel time for tours within Tasmania will be subject to discussion with the musicians and within the Consultative Committee and will occur in conjunction with discussions about the annual roster

and will take into account the overall workload and the particular work patterns around the times of the tours. Three (3) hours travel equals one (1) call, prorated as required.

- (l) Travel time for tours within Tasmania shall be recognised in the roster.
- (m) Travel time recognised in accordance with subclause 10.4 (l), unless otherwise accounted for may be:
 - i. allocated to the period of the midyear break;
 - ii. allocated to the period between the conclusion of the formal roster in one year and the commencement of the following years activities;
 - iii. slotted elsewhere within the roster.

This subclause does not bestow a right for payment for travelling in addition to that available under any other provision of this Agreement.

Excessive workload

- (n) The Consultative Committee shall monitor the cyclic work and travel commitments to determine whether the workload when considered in conjunction with the travel requirements is excessive.

Public transport unavailable

- (o) If at the conclusion of any engagement no public transport is available, and a musician is unable to return home by public transport, the Company shall reimburse the musician for the cost of transport to the home of the musician. The reimbursement will be up to a maximum of \$40.00 per musician. The Company will reimburse the musician following production of receipts or other satisfactory evidence.

High quality transport

- (p) Where work is done by a musician at a place which is outside a 50 kilometer radius of Hobart measured from the TSO Office where the

engagement is made, the company will pay an allowance for high quality transport. This allowance will not be payable where the employer provides appropriate high quality transport.

10.5 Transport Between Home and TSO Offices When Orchestra Tours

- (a) The Company, when providing transport for musicians, will seek to minimise additional costs, personal risk and inconvenience to musicians when travelling to and from designated departure and arrival points.
- (b) Designated departure point and designated arrival point (referred to as base when they are one and the same point) means the place agreed by the CEO as the place where the tour commences or ends respectively.

HOURS OF WORK AND CALL ARRANGEMENTS

11 Hours of Work

11.1

- (a) The standard working hours for the orchestra shall be 96 hours per four week period, provided that no more than 10 three hour calls may be physically worked in a single week without incurring overtime.
- (b) The Company may schedule non-playing activities in accordance with this Clause 11. A full list of the applicable activities for each year will be displayed towards the front of the Draft Roster. Further non-scheduled Auditions will be added as required subject to approval of the panel and available hours remaining.

Note: This provision shall be implemented in accordance with current custom and practice. Public and promotional activity may include photo shoots, interviews and appearances on behalf of the company.

- 11.2 Subject to clauses 11.3 and 11.4 hereof, the week's work shall be worked in calls, each of which, unless otherwise provided for shall count as three

hours.

- 11.3 Subject to clause 11.4, calls shall consist of the following quantum of hours:
- (a) except by mutual agreement, all performance calls (except those listed in 11.3(d) hereof), mixed appearance calls, extended calls and final rehearsal calls shall be of 3 hours duration provided there shall be only one 3 hour rehearsal in each project except for stage and theatre work as detailed in clause 11.3(c);
 - (b) seating and balance calls will be up to one (1) hour in duration and will count as one (1) hour;
 - (c) all sitzproben, stage orchestral and final dress rehearsal calls (whether the work is staged or not) for stage and theatre work shall be of 3 hours duration;
 - (d) all other rehearsal calls for concerts, orchestra alone rehearsal calls for opera and ballet and recording calls shall be up to two and a half (2-1/2) hours duration and shall count as 3 hours;
 - (e) education and lunch hour concerts shall count as follows:
 - i. a single education or lunch hour concert shall count as 1 call of 2 hours duration; or
 - ii. 2 consecutive education or lunch hour concerts, each of which is 75 minutes or less, shall count as one call of 3 hours duration.
 - (f) casuals will be paid one (1) three hour call for seating or balance calls;
 - (g) calls exclusively for the purpose of publicity, a meeting or non-playing activity called by the Company shall be of either 3, 2 or 1 hour's duration.
- 11.4 For the purposes of developing a more efficient roster, the Consultative Committee may agree to change a call under clause 11.3:
- (a) to an Extended Call;
 - (b) to a Condensed Call; and/or

- (c) by implementing other variations to call length that are agreed appropriate.
- 11.5 At the earliest opportunity, the Consultative Committee will meet to discuss the draft roster for the following year or any variation to it. Before agreeing to a draft roster, the Consultative Committee shall have regard for, and where relevant, comply with Clauses 9, 12 and 49 of this Agreement, and take into account the following circumstances which may affect the overall performance of the Orchestra:
 - (a) scheduling performances which require preparation for demanding repertoire in close proximity.
 - (b) travelling in periods of high rehearsal and performance activity.
 - (c) rostering so that there is an unusually demanding involvement on particular musicians or Sections of the Orchestra.
 - (d) consecutive weeks of higher than average call time.
 - (e) the particular exigencies of involvement in recording projects.
- 11.6 If agreement on a draft roster is not reached following deliberation under this clause, the CEO may produce a roster consistent with the terms of this Agreement.
- 11.7 Subject to the provisions on Sunday duty, each week's work Monday to Sunday inclusive shall be done in five (5) days and, where possible, free days of the week shall be consecutive. Working days shall be arranged at the discretion of the Company. Provided that, six (6) days may be worked in any week in which the orchestra is performing the same program of works on two or more days or is on tour, for no additional payment.
- 11.8 Up to seven (7) days may be worked consecutively for no additional payment, after consultation with the Consultative Committee.
- 11.9 If the Company requires a musician to work on a sixth day of the week in circumstances other than those provided for in clause 11.7, the musician shall be entitled to payment for an extra call which shall count as three (3) hours.

- 11.10 No more than eight (8) days shall be worked consecutively.
- 11.11 Not more than two (2) calls per day shall be required of musicians.
- 11.12 The Company may not make a call in any day when a period of actual travel exceeds 6.5 hours.
- 11.13 The Company may make only one (1) call in any day when a period of actual travel exceeds four (4) hours, but is less than 6.5 hours, except a balance call if required.
- 11.14 For the purposes of this subclause, a day is the period from midnight to midnight.
Provided that nothing in this subclause 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.
 - (b) reasonably within the control of the Company subject to payment as for an additional call.
- 11.15 Where a musician is called for a mixed appearance call a 20 minutes interval shall be allowed between rehearsal or recording and performance, and there shall be a maximum of 90 minutes rehearsal or recording.
- 11.16 Except by mutual agreement, a musician shall not be required, without additional payment as for an extra appearance, to attend for duty within two hours from the time he or she finishes travelling on any journey.
- 11.17 (a) Except by mutual agreement, a rest break of 20 minutes shall be allowed to musicians and shall commence no later than one and a half hours from the commencement of work except for Condensed calls when a rest break of 30 minutes or two (2) 15 minute rest breaks shall be allowed to musicians. The rest break shall count as time worked.
- (b) Provided that, except by mutual agreement, a rest break shall not be

provided in any live performance of a single work intended by the composer to be performed uninterrupted.

11.18 Except by mutual agreement musicians engaged in a public performance shall not be required at such call to perform any duty other than one such public performance.

11.19 A rehearsal shall not take place directly after an evening performance.

11.20 The first call of any day shall not begin before 9.00 a.m. and the last call of any day shall be completed by midnight provided that the maximum spread of hours in any one day in which calls can be rostered shall be 14 hours.

11.21 The first call on any day shall not commence within 11 hours of the musician concerned last having performed duty, except where the orchestra returns from a tour the first call shall not commence within 12 hours of arrival at the Company's office.

11.22 A minimum period of one hour shall be allowed for lunch between the hours of midday and 2.00 p.m. and for dinner between the hours of 4.30 p.m. and 7.30 p.m. respectively, provided that the 2.00 p.m. deadline may be extended by up to 30 minutes, if required.

Provided that the provisions of this subclause shall not apply to Condensed calls or a lunch hour concert which constitutes the first call for the day and which commences not earlier than 12.30 p.m. and for stage and theatre work, a minimum period of one hour shall be allowed for lunch between the hours of 11.00 a.m. and 3.00 p.m.

11.23 Where a musician is required to change into evening clothes for an evening performance, a reasonable break will be provided.

11.24 Where the only call of the day is in the evening and it is for a mixed appearance that call may commence any time after 5.00 p.m.

- 11.25 Except by mutual agreement, where a call begins after 1.00 p.m. and a subsequent call is made on the same day, an interval of not less than 1 hour and not more than 2 hours shall elapse between the calls, except that the interval may exceed 2 hours where both calls involve a performance.
- 11.26 Where an evening call is made for a major subscription concert or for a concert performance involving similar symphonic repertoire, any prior 3 hour call during that day shall end not later than 1.00 p.m. and shall not involve a performance.
- 11.27. Where two (2) performances are to be rostered on the one day, both performances shall comprise substantially the same repertoire unless otherwise agreed.
- 11.28 The minimum periods set out in subclauses 11.22, 11.23 and 11.25 cannot, without mutual agreement, be reduced because of working of overtime on the previous call.

Provided that where, because of the operation of this subclause, the subsequent call commences late, that call may be extended to allow the full period of the call and overtime will not be applicable.

- 11.29 A roster covering the cycle of standard working hours for the Orchestra shall be issued by the Company on or before the Friday of the week which is one complete week before the beginning of the cycle concerned.

Except by mutual 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.

Mondays, with no rostered activity at the time of the issuing of the draft roster, require four (4) weeks' notice of change.

- 11.30 Except as otherwise provided in this Agreement the Company may call musicians employed in the Orchestra to work on Sundays for no additional payment for up to a maximum of six Sundays per annum.
- (a) All time worked on a Sunday which is within weekly and cyclic hours but in excess of those provided for in this clause shall be paid at the

rate of single time extra.

- (b) All time worked on a Sunday which is in excess of weekly or cyclic hours shall be paid for at the rate of double time.
- (c) Any time travelling to Hobart on a Sunday following a Saturday night concert will not count as a call for the purposes of this sub-clause 11.30.
- (d) Musicians will be provided with time off in lieu for Sunday travel under clause 11.30(c).
- (e) Musicians shall not be required to work more than one call on any Sunday except where otherwise agreed to by the Consultative Committee.

12. Call Banking

- 12.1 There may be occasions where additional calls are either worked or accrue within a particular four (4) week cycle. When this occurs, time off in lieu for the additional work performed or calls accrued, shall be taken at a mutually convenient time within a subsequent call cycle.
- 12.2. Arrangements under this clause shall be subject to prior consultation with the Consultative Committee.
- 12.3 In addition to the rostered activities covered in the agreement, the following activities will be recognised in the roster:
 - (a) marketing activities – including media interviews and photo shoots
 - (b) educational activities
 - (c) irregular travel activities
 - (d) presentations to external organisations

- (e) outside engagements where a fee is payable to the Company
- (f) call accrual in lieu of penalty payments
- (g) agreed additional calls rostered during a cycle.

12.4 Marketing and Publicity

In addition to marketing and publicity activities rostered for the full orchestra, subject to Clause 12.3 (a), two (2) calls per year will be allocated to the call bank as time off in lieu and will be counted on an individual basis to facilitate marketing and publicity activities that require fewer musicians than the full orchestra. Activity undertaken under this provision will be subject to the agreement of the musicians involved.

12.5 When considering the number of hours in excess of 96 to be worked in a four week cycle, occupational health and safety shall not be compromised.

12.6 The Orchestra, through the Elected Players' Representative, will be advised in writing of any arrangement made under this clause.

13. Public Holiday Duty

13.1 Any calls made on a public holiday shall be subject to the following conditions:

(a) where the hours to be worked are included in the standard working hours:

- i. on Good Friday, Christmas Day, Eight Hours Day, payment at the rate of double time shall be made for each three hour call;
- ii. on New Year's Day, Australia Day, ANZAC Day, Easter Saturday, Easter Monday, Birthday of the Sovereign, Boxing Day, Show Day and any other day authorised as a public holiday in Hobart, payment at the rate of time and a half shall be made for each three

hour call;

- (b) where the hours to be worked are in excess of the standard working hours:
 - i. on those days specified in 13.1(a) (i) hereof, payment at the rate of double time will be made for each three hour call;
 - ii. on those days specified in 13.1(a)(ii) hereof, payment at the rate of time and a half will be made for each three hour call;
 - iii. rates referred to in paragraphs 13.1(a) and 13.1(b) hereof shall be based on the rates prescribed in clause 15.

13.2 A public holiday which is not worked shall attract a credit of six hours towards the cyclic total for the relevant period during which the public holiday falls.

13.3 Where any of the days specified as a holiday in 13.1 falls on a Sunday and that holiday is generally observed on an ordinary week-day which would not otherwise be observed as a holiday, work done on that ordinary week-day shall be deemed to be done on the holiday and shall be paid for accordingly.

13.4 For the purposes of this clause, Public Holidays are those that are observed in Hobart. When the Orchestra is on tour on a day declared as a Public Holiday in Hobart whether interstate or intrastate, then another day will be substituted for the Hobart holiday. The alternative day to be observed as the substitute public holiday will be determined in consultation with the Consultative Committee.

14 Rest Breaks – Non playing Calls

Rest breaks for non-playing calls will be taken at mutually convenient times.

PAY ARRANGEMENTS

15. Salaries

15.1 The annual salary prescribed shall be paid for any week, when a musician is ready and willing to perform the work under this Agreement irrespective of whether or not the musician is required to perform that work.

15.2 Musicians will be paid at a salary rate set out below in accordance with their classification and years of service.

15.3 Salary rates are as follows:

Column 1	Column 2	Column 3	Column 4	Column 5
Date of Effect	Current – Pre 01-05-2017	ffpp on or after 1 May 2017 2%	ffpp on or after 1 May 2018 3%	ffpp on or after 1 May 2019 3.3%
CLASSIFICATION				
	Salary SPA	Salary SPA	Salary SPA	Salary SPA
First Year	54,184	55,268	56,926	58,804
Second Year	56,288	57,414	59,136	61,088
Third Year	58,389	59,557	61,343	63,368
Fourth Year	60,493	61,703	63,554	65,651
Fifth Year	62,596	63,848	65,763	67,934
Sixth Year	64,698	65,992	67,972	70,215
Seventh Year	66,382	67,709	69,741	72,042
Eighth Year	68,488	69,858	71,953	74,328
	Salary SPA	Salary SPA	Salary SPA	Salary SPA
First Year	71,852	73,289	75,487	77,978

Second Year	73,951	75,430	77,693	80,257
Third Year	76,059	77,580	79,907	82,544
Section Principal/ Acting Associate Concertmaster	Salary SPA	Salary SPA	Salary SPA	Salary SPA
First Year	79,842	81,439	83,882	86,651
Second Year	83,628	85,301	87,860	90,759
Associate Concertmaster	Salary SPA	Salary SPA	Salary SPA	Salary SPA
First Year	87,831	89,588	92,275	95,320
Second Year	89,934	91,733	94,485	97,603
Acting Concert Master	115,831	118,148	121,692	125,708

Note: The salaries in Column 3 represent a 2% increase on Column 2
The salaries in Column 4 represent a 3% increase on Column 3
The salaries in Column 5 represent a 3.3% increase on Column 4

15.3 All rates of pay contained in this clause are the total minimum rates for standard cyclic working hours and therefore apply to all regular members of the Orchestra. Additional payments for overtime allowances and associated penalties shall only apply to those musicians who actually perform the work which would attract such payments.

15.4 Salaries are payable fortnightly in arrears.

15.5 If a fixed-term or casual musician's engagement is terminated all monies due under this Agreement will be paid by the first payday immediately following the pay period in which the fixed-term or casual musician is terminated.

15.6 All new full-time (regular) Tutti musicians will be commenced at the Third Year rate unless they qualify for a higher rate due to prior service.

Prior service in another orchestra at an equivalent position may be taken

into account when determining the incremental step on appointment to the Company.

A musician dissatisfied with the incremental level on appointment may refer the matter to the Consultative Committee. The Consultative Committee will consider the musician's request and make appropriate recommendations to the CEO.

A request for review of salary under this guideline must be lodged within two (2) months of the successful completion of a trial.

16. Overtime Pay

- 16.1 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.
- 16.2 Except as otherwise provided in this Agreement, 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. This rate will apply until midnight. After midnight the rate shall become double time. Provided that 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.
- 16.3 Weekly and cyclic overtime, that is time worked in excess of the hours prescribed shall attract payment at the rate prescribed in 16.2 hereof except on public holidays, and on Sundays. The Sunday rate shall be double time and the public holiday rate shall be either, time and half, or double time, depending upon the particular public holiday concerned as specified in 13.1.
- 16.4 In exceptional circumstances, overtime may be called by the Company at the conclusion of any call without consultation.
- 16.5 All overtime shall be calculated in fifteen minute periods provided that the first five minutes in the first fifteen minute period shall be disregarded in the case of non- performance calls, up to a limit of four calls per cycle.

17 Casual Pay

17.1 A casual musician shall be paid at the appropriate hourly rate derived from the classification rates contained in clause 15 - Salaries, plus a loading of 20 per cent. Overtime for a casual is to be calculated on the appropriate hourly rate.

(a) The hourly rate is calculated using the following formula:

Annual Salary x 12 /313/48.

17.2 The 20 per cent loading applies instead of paid leave entitlements (other than long service leave), notice of termination and redundancy severance payments. For the avoidance of doubt, the following entitlements do not apply to casual musicians:

- (a) Annual leave;
- (b) Personal/carer's leave (other than unpaid carer's leave);
- (c) Community service leave such as paid jury service leave;
- (d) Paid compassionate leave;
- (e) Paid maternity/paternity leave;
- (f) Paid public holidays (subject to clause 17.3).

17.3 For work performed by a casual musician on a Sunday, Christmas Day, Good Friday, and Eight Hours Day, the rate of pay shall be double the appropriate rate prescribed by the foregoing provisions of this clause. On New Years Day, Australia Day, ANZAC Day, Easter Saturday, Easter Monday, Birthday of the Sovereign, Boxing Day, Show Day and any other day authorised as a public holiday in Hobart, a casual musician shall be paid at the rate of time and a half of the appropriate rate prescribed by the foregoing provisions of this clause.

18. Doubling

18.1 In respect of any call during which a musician is required to play more than one (1) instruments or an instrument other than the designated instrument(s), a payment will be made for that call as follows:

- (a) \$18.31 with effect from ffpp on or after 1 May 2017;
- (b) From ffpp on or after 1 May 2018, the amount under clause 18.1(a) plus the agreed annual 3% increase
- (c) From ffpp on or after 1 May 2019, the amount under clause 18.1(b) plus the agreed annual 3.3% increase.

18.2 Provided that a percussionist will be paid a doubling fee for a call only when required to play both tuned and rhythm instruments, irrespective of the number of each type played during that call.

18.3 Where applicable, higher duties allowance shall be paid in addition to the allowances prescribed by this clause.

19 Instrument and Concert Attire Allowance

19.1 Subject to this clause, an additional payment shall be made to regular musicians in respect to the purchase and upkeep of instrument(s) and of concert attire as follows:

- (a) \$55.69 per fortnight with effect from ffpp on or after 1 May 2017;
- (b) From ffpp on or after 1 May 2018, the amount under clause 19.1(a) plus the annual agreed 3% increase;
- (c) From ffpp on or after 1 May 2019, the amount under clause 19.1(b) plus the annual agreed 3.3% increase.

21.2 The CEO may determine that a musician shall, in addition to the allowance prescribed in subclause 19.1, receive a further amount of allowance for purchase and upkeep of an instrument or instruments.

20. Higher Duties

20.1 A musician who is required to perform work, for which a higher rate is prescribed, shall be paid at that higher rate for the length of the call.

20.2 Each call worked at a higher level will be counted and accumulate for the

purposes of determining the incremental step of the higher range that future higher duties is to be paid at. When the accumulated time performed by a musician in the higher level equates to 12 months service comprised of one or more separate tours of duty in the higher level, the musician shall be entitled to be placed on the next higher step in the higher level for all future higher duties (subject to an available higher incremental step in the higher range). The Company will track and keep records of when incremental steps are due.

21. Salary Packaging

21.1 The Company will provide Musicians the opportunity to enter into salary packaging arrangements and provide details of a Salary Packaging provider.

21.2 Musicians may choose to sacrifice part of their salary in the form of an alternative benefit. The Musician shall be responsible for any Fringe Benefits Tax incurred.

21.3 Participation in salary packaging will not affect salary for superannuation purposes or any other purpose.

22. Superannuation

22.1 The Company will pay a superannuation contribution as prescribed by the Superannuation Guarantee Levy (SGL) into a complying fund chosen by each musician. If a fund is not nominated, the Company will pay contributions into the Media Super fund.

22.2 In addition to the SGL minimum contribution, for those musicians continuously employed as of 31 December 2006, the Company shall make a supplementary contribution to bring the total employer contribution up to the level set down in the correspondence to individual musicians dated 22 November 2006 from the Company. Employer superannuation contributions will continue as set out in that correspondence.

22.3 In addition to the SGL minimum contribution, for any ongoing musician engaged on or after 1 January 2007, the Company will contribute a further

amount of up to 4% of base salary to match an equal musician contribution of up to 4% provided the maximum total Company contribution does not exceed 13.5%. The administration shall advise a musician at the commencement of employment of superannuation entitlements.

- 22.5 Musicians shall, as appropriate, be required to complete an application form for membership of and/or supply the Company with their existing superannuation fund details.
- 22.6 Employer superannuation contributions will continue during periods of paid leave but not during periods of unpaid absences unless otherwise provided by this Agreement.
- 22.7 Employer superannuation contributions shall be made no later than thirty days after the completion of any pay period.

LEAVE

23. Annual Leave

- 23.1 The annual leave entitlement shall be 5 weeks.
- (a) A minimum of at least 38 days clear of rostered activity which may start no earlier than 10 days prior to the Tasmanian Government (Primary Schools) final school day for the year. The Company undertakes to inform Musicians of the first work day in the calendar year by 31 July of the preceding year; and
- (b) the balance of the five weeks leave to be taken as part of the midyear break (clause 33).
- 23.2 A musician who has been employed for less than the full period of the calendar year and who, consequently, has not been credited with the full five weeks leave shall be granted leave with pay in advance.

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 at the time of leaving the employment of the Company.

23.3 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 six hours of work.

23.4 An annual leave loading is payable to a musician in conjunction with annual leave when it is taken. The annual leave loading, calculated at 17.5% of the ordinary weekly rate of pay.

Provided that if an annual leave loading has been paid in conjunction with annual leave taken in advance, then on leaving employment the musician will be required to refund to the Company an amount of annual leave loading associated with the uncredited leave previously taken.

23.5 Cashing Out of Annual Leave

- (a) It is a requirement of the Company, that a musician take five (5) weeks as per Clause 23.1. However, a musician may apply in writing to the Company to cash out some of his/her annual leave.
- (b) Full-time musicians may only cash out leave equivalent to 16 calls (two (2) weeks) in any 12 month period. Leave will only be cashed out in a whole week only, that is eight (8) calls minimum or 16 calls maximum at a time.
- (c) Part-time musicians may only cash the equivalent of eight (8) calls in any 12 month period.
- (d) Annual Leave must not be cashed-out if it would result in the Musician's remaining accrued entitlement being less than five (5) weeks'.
- (e) There must be a separate request and agreement in writing for each

occasion that a musician wishes to cash out annual leave.

- (f) Any request for the cashing out of annual leave must be made by the musician in writing, at least 28 days prior to the date that the musician wishes to have the annual leave cashed out.
- (g) The Company may, at its sole discretion, approve or disapprove this cashing out.
- (h) In the interest of WH&S issues, cashing out of annual leave will only be approved if the musician has taken a minimum 16 calls (two weeks) of annual leave in the previous 12 month period for full-time musicians and a minimum of eight (8) calls (one week) of leave in the previous 12 months for part-time musicians.
- (i) Leave cannot be cashed out in advance of it being credited.

The musician must be paid at least the full amount that would have been payable had he/she taken the leave that has forgone.

24 Personal/Carer's Leave

24.1 Personal/carers leave will accrue at the rate of three (3) weeks full pay for each year of completed service. On commencement on 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, subject to a maximum cumulative credit in any 12 month period of three (3) weeks on full pay.

24.2 Personal/carers leave refers to:

- (a) leave taken due to the musician being sick or injured (sick leave); or
- (b) leave taken to provide care or support for a member of the musician's immediate family or household who requires care or support due to their illness or injury, or an unexpected emergency (carer's leave).

24.3 Personal/carers leave is cumulative. A further two (2) days unpaid carer's leave will be available for each occasion where the musician has exhausted

their paid personal/carer leave entitlements.

- 24.4 Casual musicians are entitled to two (2) days of unpaid personal/carer's leave for each occasion.
- 24.5 The CEO may grant leave of absence on account of personal or carer's leave to a musician in accordance with the provisions of this clause.
- 24.6 The musician must notify the Company as soon as practicable of their absence and the period, or expected period, of leave.
- 24.7 Unless the musician produces a certificate by a registered health practitioner, statutory declaration or other evidence that would satisfy a reasonable person as to unfitness for duty, leave so granted, except as provided in the next succeeding subclause, shall be without pay.
- 24.8 (a) It shall not be necessary for a medical certificate or other evidence of unfitness for duty (sick leave) to be produced in respect of absence or absences not exceeding five (5) days in the aggregate in the musician's first 12 months of service or in each subsequent period of 12 months.
- (b) Except that where the period of absence exceeds three consecutive working days, such period in excess shall be without pay unless supported by a medical certificate, statutory declaration or other evidence that would satisfy a reasonable person of unfitness for duty.
- 24.9 The Company may require evidence for any leave taken as carer's leave.
- 24.10 The CEO may grant additional personal (sick) leave to a musician who during the first five years of service exhausts their personal (sick) leave credits on full pay accrued on the basis of the foregoing provisions, to the extent of a year's credit in anticipation of his/her personal/carer's leave next accruing.
- 24.11 Personal/carer's leave availed of by a musician shall be debited on a call or part call basis against the musician's personal/carer's leave credit. Where

absences extend over seven (7) days or more, full weeks absences will be counted and debited as 8 calls.

- 24.12 (a) The retirement of a musician on the ground of invalidity shall not, except with the consent of the musician, be affected earlier than the date on which credits of personal/carer's leave on full pay would be exhausted.
- (b) Provided that the continuous period for which a musician may be granted leave under this clause on full pay immediately prior to retirement on the ground of invalidity shall not exceed 52 weeks.
- 24.13 Where a musician has been absent through illness for 13 weeks (104 calls) continuously the grant of further leave shall be subject to medical examination by a duly appointed registered medical practitioner.
- 24.14 The CEO having reason to believe that a musician is in such a state of health as to represent a risk to fellow musicians or to the public may require the musician to submit to medical examination by a registered medical practitioner appointed by the CEO. Upon the receipt of the medical report, the CEO may direct the musician to remain absent from duties for a specified period or, if already on leave, direct the musician to continue leave for a specified period as recommended by the medical practitioner. The absence shall be regarded as personal leave owing to illness.
- 24.15 A musician shall, when required by the CEO to do so, submit to a medical examination by a registered medical practitioner or other registered health practitioner selected by or approved by the CEO.
- 24.16 A musician who becomes ill while on annual leave and/or is required to carry out care for an immediate family or household member while on annual leave and produces a medical certificate, statutory declaration or other evidence that would satisfy a reasonable person regarding the taking of such leave will be granted a credit of annual leave equivalent to the period of personal/carer's leave taken within the scheduled period of annual leave. The absence will be recorded as personal leave subject to available leave

credits.

Certificates for Personal/Carer's Leave

24.17 The acceptance of medical certificates from a Registered Health Practitioner is for personal (sick) leave purposes only and is subject to available personal/carers leave credits for payment. This does not provide an authority for the acceptance of these certificates in workers compensation claims except where specifically provided for by virtue of the Workers Rehabilitation and Compensation Act 1988 (TAS).

24.18 Where a musician is on personal/carers leave for part of a project, and as a result is not required by the Company for the balance of the project, the musician shall remain available for normal duty.

25. Special Leave

25.1 A minimum of six (6) calls paid leave each year (non-cumulative) is available to musicians with the prior approval of the Company, as "special leave". Special leave may be used for:

- (a) compassionate grounds other than that covered by clause 26;
- (b) attendance at funerals;
- (c) moving house, one day in any calendar year;
- (d) observance of religious holidays or ceremonial occasions, a maximum of one day on any occasion; or
- (e) any other reasonable request.

26. Compassionate Leave

26.1 Compassionate leave shall not be less than the National Employment Standards (NES).

26.2 All full-time and part-time musicians are entitled to three (3) days (6 calls) paid compassionate leave for each occasion of the death or serious illness

that is a risk to death or an unexpected emergency of a member of a musician's immediate family or household. The Company may approve requests for additional paid or unpaid leave.

- 26.3 A musician taking compassionate leave must give the Company notice of the period, or expected period of the leave as soon as they can (this may be after the leave has started).
- 26.4 The Company can request evidence to support the reason for the compassionate leave. (eg. a death or funeral notice or a statutory declaration). This request for evidence has to be reasonable. If the musician doesn't provide the requested notice or evidence they may not be granted the compassionate leave.
- 26.5 Compassionate leave cannot be cashed out.
- 26.6 A casual musician is entitled to three (3) days (6 calls) of unpaid compassionate leave for each occasion.

27. Community Service Leave

- 27.1 Community Service leave shall not be less than the National Employment Standards (NES).
- 27.2 Musicians, including casual musicians, can take community service leave for certain activities such as:
- voluntary emergency management activities
 - jury duty (including attendance for jury selection).
- 27.3 Musicians, other than casual musicians, summoned to attend jury service will be provided with paid leave for the duration of their attendance, less any payment received in connection with such service.
- 27.4 Leave for musicians engaged in providing voluntary emergency services will be without pay unless otherwise approved.
- 27.5 A recognised emergency management body is:
- a body that has a role or function under a plan that is for coping with

emergencies/natural disasters (prepared by the Commonwealth or a state or territory)

- a fire-fighting, civil defence or rescue body
- any other body which is mainly involved in responding to an emergency or natural disaster.

28. Parental Leave

28.1 Parental leave shall not be less than the National Employment Standards (NES).

28.2 Parental leave is available to permanent musicians who have completed 12 months service immediately preceding the date from which the leave is to begin.

28.3 A female musician will be entitled to 12 weeks paid leave if:

- a) the musician has at least 12 months continuous service at the commencement of the period of Parental Leave; or
- b) the musician completes 12 months service during the first 12-week period of Parental Leave.

28.4 The entitlements under clause 28.3 are separate to the Australian Government Paid Parental Leave Scheme.

28.5 All other periods of unpaid leave do not count for service for any purpose but do not break the musician's continuity of service.

28.6 It is unlawful for the Company to discriminate against a musician because of pregnancy.

28.7 Any salary/allowance payments that normally would be paid during the period of leave may be paid in advance if the musician so wishes.

28.8 Superannuation contributions are payable during all periods of paid leave.

- 28.9 (a) An musician taking 12 months parental leave may request an extension of a further 12 months leave (up to 24 months in total), unless he/she is a member of couple who are both employed by the Company and the other member has already taken 12 months of leave.
- (b) The request must be in writing and given to the Director Operations at least four weeks before the end of the musician's initial period of parental leave. The Company must respond in writing within 21 days, stating whether it grants or refuses the request. It may only refuse if it has given the musician a reasonable opportunity to discuss their request, and there are reasonable business grounds to do so, and must detail its reasons in writing.
- (c) The NES do not define 'reasonable business grounds' for refusing a request, but relevant factors may include:
- the effect on the workplace (e.g. the impact on finances, efficiency, productivity,)
 - the inability to manage the workload among existing musicians
 - the inability to recruit a replacement musician.

28.10 Casual musicians may have an entitlement to parental leave under the NES.

29. Adoption Leave

Adoption leave shall not be less than the National Employment Standards (NES).

29.1 A musician shall, upon production of appropriate documentation from an adoption agency or government authority confirming the placement of an adopted child, be entitled to a maximum of 52 weeks unpaid adoption leave not to extend beyond one year after the placement of the child. Such leave shall be available in one or two periods:

- (a) an unbroken period of up to three weeks at the placement of a child;
- (b) a further unbroken period of 49 weeks in order to be the primary care-giver of the child.

30. Partner Leave

- 30.1 A musician shall, upon production of reasonable evidence be entitled to unpaid partner leave, the total of which shall not exceed 52 weeks and be available in one or two periods:
- (a) an unbroken period of up to one week at the time of confinement of the partner;
 - (b) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child.
- 30.2 The musician shall, not less than ten weeks prior to any proposed period of parental leave give the Company notice in writing of the proposed start and finish dates of the leave.
- 30.3 The leave may be shortened with the consent of the Company only after 14 days' notice given in writing by the musician.
- 30.4 Absence on parental leave shall not break the continuity of service but shall not be taken into account in calculating the period of service for any purpose.
- 30.5 Casual musicians may have an entitlement to parental leave under the NES.

31. Long Service Leave

- 31.1 Musicians accrue 3 months long service leave after ten (10) years continuous service with the Company. The accrual rate per year of service thereafter, is three tenths (3/10) of a month or nine (9) calendar days. A pro rata accrual applies for a part year of service.
- 31.2 Subject to subclause 31.5 and 31.8 the minimum period of long service leave that shall be approved is seven (7) calendar days.
- 31.3 Musicians have an option to take long service leave at half (.5) the normal rate of pay.
- 31.4 Long service leave may be taken consecutively with other forms of leave but cannot be broken down and interspersed with other forms of leave.
- 31.5 Long service leave is available to be utilised at a time mutually convenient to the musician and the Company. The Company will not unreasonably refuse to grant the musician long service.

31.6 Unutilised long service leave on cessation of employment shall be paid to the musician.

31.7 Pro rata long service leave shall be payable to a musician with less than 10 years' service in the following circumstances:

- (a) retirement
- (b) redundancy
- (c) invalidity retirement

A musician needs to have served a period of not less than 1 year to be eligible for a pro rata entitlement.

31.8 A musician who has been certified as medically unfit during a period of absence on long service leave will, upon application, have the relevant period re-credited to his/her long service leave balance and the Personal/carer's leave balance debited accordingly.

31.9 Long service leave accrues on a pro-rata basis for part-time and casual service. Payment for a casual musician will be based on the average hours worked during their service with the Company. The period of service prior to 1 January 2006 will not be used in calculating the average hours worked unless the Company or musician can provide satisfactory evidence of the hours worked prior to 1 January 2006.

31.10 Prior service shall not count for any purpose where there has been a break of service of more than 12 months.

31.11 For the purposes of long service leave the Company will:

- (a) recognise all service of a musician with the Company (including service prior to the commencement of this Agreement) at the accrual rate specified in clause 31.1; and
- (b) recognise all service of musicians who, immediately before 1 January

2007, were performing duties for the Tasmanian Symphony Orchestra at the accrual rate specified in clause 31.1; and

- (c) recognise the service of musicians who had prior service with another organisation recognised for long service leave purposes or who had eligible service with another organisation prior to 1 January 2007 but only for determining the date upon which the musician will have accrued 10 years of long service leave. The prior or eligible service will not be recognised by the Company when calculating the leave that the musician is eligible to take or payment for that leave.

Note 1: Further to clause 31.11(c), the musician will be permitted to take a period of long service leave at the time that they would have been eligible had their prior or eligible service been recognised for long service leave purposes but will only be entitled to take the period of leave and be paid for that period which accrued during their employment with the Company.

Note 2: Eligible prior service refers to service recognised under the Long Service Leave (Commonwealth Employees) Act 1976 and the regulations made under that Act.

31.12 Salary on long service leave includes instrument allowance and higher duties allowance (HDA) where the musician was on HDA at the commencement of the leave and provided that the Company certifies that the musician would have continued on HDA for a total period (including the period immediately prior to the leave) of not less than twelve months but for the absence on long service leave. Instrument allowance is not included in calculating payments in lieu of LSL.

31.13 The Company will also recognise prior service in another orchestra providing a reciprocal agreement is in place covering the transfer of funds/provisions between entities.

32. Leave to Attend Commission Proceedings

32.1 The Company may grant leave of absence with full pay to any musician who

attends as a witness in proceedings under the *Fair Work Act 2009*, but only for such period as is necessary to enable evidence to be given.

32.2 The Company may grant leave of absence with pay to not more than two (2) musicians of an organisation at any time required to attend any proceedings under the *Fair Work Act 2009*.

32.3 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.

33. Mid-Year Break

33.1 Musicians shall be entitled to a two (2) week period free from formal roster activities, to be scheduled around the middle of the year. Where possible one (1) week of the midyear break is to be in the Tasmanian Government (Primary Schools) holiday period. Nothing in this clause precludes a musician's involvement in community engagement activities during the non-annual leave period of the mid-year break.

34. Leave Without Pay (LWOP)

34.1 LWOP will only be considered under special circumstances and final approval made by the CEO.

34.2 Applications for LWOP should include a letter of application citing reasons for the leave request and supporting documentation as well as a leave form.

34.3 All applications will be considered on a case by case basis.

35. Other Leave

35.1 Family and Domestic Violence Leave

The Company commits to providing musicians with unpaid leave for family and domestic violence reasons in accordance with the Company's Family and Domestic Violence Policy and Procedures.

35.2 Provisional Leave

In the interest of allowing flexibility while ensuring the smooth operation of the Company, provisional leave may be granted upon application in the following situations:

- (a) Where there is a period in the roster when a particular musician's instrument is not required,
- (b) Where there is a rostered free day/s.

Provisional leave allows the player confidence to book outside commitments knowing that if the roster changes, then the leave they have applied for will automatically activate.

For a period of less than a week, the leave would be LWOP and/or annual leave if available.

For one week or more, it can be any of the above and/or LSL.

- 35.3 Where special circumstances arise and the CEO considers that the circumstances warrant the granting of leave not embraced by any other provision of this Agreement, the CEO, may grant that leave and specify whether it is to be with or without pay. Unless otherwise approved by the CEO, leave without pay does not count as service for any purpose.

WORKERS COMPENSATION, REHABILITATION AND RETURN TO WORK

36 Workers Compensation

- 36.1 The provisions of the Workers Rehabilitation and Compensation Act 1988 (TAS) apply provided that the amount of compensation payable shall be increased by the company as appropriate up to the level of the musician's normal weekly earnings. This additional payment by the company will be known as make-up pay. The musician shall be eligible for up to 45 weeks of make-up pay for each compensable injury.

- 36.2 A musician injured in the course of travelling to or from work shall, to the

extent not covered by the provisions of the Workers' Compensation and Rehabilitation Act 1988 (TAS), be entitled to the benefits of an insurance policy to be taken out by the Company to cover journey accidents.

The elements of the insurance coverage are:

- (a) 100% of earnings to a maximum of \$1500 per week for a period of 104 weeks for those aged up to and including 70 years.
- (b) death benefits of \$100,000.
- (c) the above benefits do not apply to musicians aged 70 years and above.

36.3 The Company and musicians claiming benefits under the Company's insurance policy will be required to comply with the reasonable requirements of the insurer in accordance with the policy.

37 Rehabilitation and Return to Work

37.1 The Company will maintain a shared objective regarding an injured musician's recovery, and early sustainable return to work. The Parties support the principles and elements of the return to work and injury management process whilst creating a culture of trust and cooperation, ensuring successful return to work outcomes.

WORKPLACE HEALTH AND SAFETY

38 Work Health and Safety

38.1 The parties recognise that it is a major productivity objective to maintain the highest standards of workplace health and safety (WH&S). The parties agree that there shall be a continual examination and monitoring of issues that impact upon, or have the potential to impact upon, workplace health and safety.

38.2 Health and safety in the workplace is provided for in Tasmanian legislation including the Work Health and Safety Act 2012 (TAS) and the Workers Rehabilitation and Compensation Act 1988 (TAS). In addition, Company

policies dealing with WH&S set out the responsibilities and obligations of the Company and its musicians and are applicable to the extent that they are not in conflict with State legislation.

- 38.3 Each Musician recognises that he/she has a duty to take reasonable care of their own health and safety and ensure that they do not adversely affect the health and safety of others at the workplace. The Company will provide a musician upon commencement of employment with a workplace induction that is inclusive of all parties' responsibilities under the relevant Tasmanian legislation.

CONSULTATIVE ARRANGEMENTS

39 Consultation

- 39.1 The parties agree to maintain an open consultative 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 the functioning of the Orchestra or the working environment.
- 39.2 Where the Company is considering implementing a significant change or change to regular rosters or ordinary hours of work, it will notify the musicians, the Consultative Committee, SOMA and any other representative of the musicians.
- 39.3 The Company will discuss with the musicians:
- (a) the introduction of the change;
 - (b) the effect the change is likely to have on the musicians; and
 - (c) measures the employer is proposing to take to avert or mitigate any adverse effect of the change on the musicians.
- 39.4 For the purposes of the discussion the Company will provide, in writing, to the musicians all relevant information about the change including the nature of the change proposed and information about the expected effects of the change on the musicians. However, the Company is not required to disclose confidential or commercially sensitive information to the musicians.

39.5 Where the proposal involves a change to regular rosters or ordinary hours of work, the Company will invite the relevant musicians to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities) and will to consider any views given by the musicians about the impact of the change

40 Consultative Committee

40.1 To facilitate open consultation, meetings between Orchestra management and representatives of the musicians will occur on a regular basis at a meeting of the Consultative Committee.

40.2 Consultative Committee meetings will occur at times of mutual convenience to the musician representatives and management.

40.3 The Player Representatives of the Consultative Committee will be:

- (a) Elected Players' Representative;
- (b) President of the Players' Association;
- (c) WH&S Representative; and
- (d) Up to three other members elected by the Orchestra.

40.4 Player Representatives will receive an honorarium for attendance at Consultative Committee meetings:

POSITION	From on or after 1 May 2017
Elected Players' Representative	\$1181.46 per annum
President of the Players' Association	\$1181.46 per annum
WH&S Representative	\$886.10 per annum
Other elected members	\$59.06per meeting

40.5 Payment of the honorarium will be made quarterly in arrears and is dependent on the attendance of the Player Representative at the Consultative Committee meeting. The allowances under clause 40.4 will be increased as follows:

- (a) From ffpp 1 May 2018, the amount under clause 40.4 plus the agreed annual increase of 3%
- (b) From ffpp 1 May 2019, the amount under clause 40.5(a) plus the agreed annual increase of 3.3%

40.6 The Consultative Committee shall meet as required at least eight times per year.

40.7 The Consultative Committee shall report to the Orchestra at general meetings at least eight times per year.

40.8 The Consultative Committee will seek to reach agreement on all matters discussed.

40.9 Deliberations of the Consultative Committee will not encompass matters currently being dealt with in accordance with the Grievance and Dispute Settling Procedures.

40.10 Player Representatives will have reasonable access to a meeting venue and administrative facilities to prepare for meetings and disseminate information arising from such meetings.

40.11 The musician representative on the TSO Friends Committee will receive an Honorarium for attendance at the TSO's Friends Committee meeting. This will be made quarterly in arrears and is dependent upon attendance of such meetings. The allowances will be increased as follows:

- (a) From ffpp 1 May 2017, the amount \$886.10
- (b) From ffpp 1 May 2018, the amount under clause 40.11(a) plus the agreed annual increase of 3%
- (c) From ffpp 1 May 2019, the amount under clause 40.11 (b) plus the

agreed annual increase of 3.3%

41 Training for Musician Representatives

- 41.1 Musicians who are to participate in the Consultative Committee or in other representative positions shall be entitled to attend appropriate training courses to assist them to prepare for this purpose.
- 41.2 For this purpose musician representatives may be granted up to eight (8) calls leave on full pay in any calendar year, subject to operational requirements and it being cost neutral to the Company.
- 41.3 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 industrial relations.

RECRUITMENT, SELECTION AND RECRUITMENT

42. Audition/Selection

- 42.1 (a) The audition will be jointly managed by the Director Operations or delegate and the Elected Players' Representative or delegate.
- (b) Full-time (regular) musicians will only be appointed to the Company in accordance with the Company's Audition Procedure.
- 42.2 Subject to subclause 42.3, musicians who are required by the Company to attend auditions shall be paid an allowance equivalent to three hours at the relevant Principal base rate in respect of each half day for time so spent.
- 42.3 No additional payment shall be made where auditions are scheduled on rostered time, provided that a Principal shall attend up to eight (8) calls per year outside rostered time without additional payment

Before the Audition

- 42.4 Vacancies must be advertised at least 8 weeks prior to the Audition date.
- 42.5 The Director Operations will consult with the Concertmaster and/or relevant Section Leader on the selection and engagement of an appropriate accompanist(s) if required.
- 42.6 The Company may only audition musicians of non-resident status after two auditions of candidates who are Australian citizens or who have Australian residency where no appointment has been made.

Audition Panel Composition

- 42.7 As per Appendix 1

Audition material for permanent positions

- 42.8 The section principal or an appropriate alternative as agreed by the audition panel is responsible for setting audition material. As a general guide, 12 – 15 orchestral excerpts should be set. Two-thirds of these should be standard repertoire.
- 42.9 The orchestral excerpts will be made available to candidates four (4) weeks before the audition or the recording date (for candidates who are sending recordings).
Candidates may submit recordings in line with the Company's recording guidelines.

Responsibility of Panel Members

- 42.10 Confidentiality
- (a) All Company musicians and other employees will observe the strictest confidentiality at all times both during and after the Audition and Trial Procedure.
A decision of the panel reached according to the agreed process must be accepted by the whole panel. Split decisions, voting details and confidential discussion must not be recorded or reported outside

the panel meeting. The Elected player representative and the Director Operations will prepare the audition report and have it approved and signed by the panellists.

Panel members should not know, or seek to know, any details of applications before the commencement of the second round. At that point, curricula vitae (CVs) of applicants successful in the first round will be made available to the panel.

- (b) Only members of the Audition Panel as defined by this document are eligible to vote during an audition. An Outside Specialist will be a non-voting member of the panel and will not participate in the trial process.
- (c) Only the voting members of the Audition Panel and the Outside Specialist may express an opinion on the performance of the candidates at the appropriate time as requested by the Chairperson.
- (d) Declaration of Interest.
A person who is related to an applicant or who has a conflict of interest should declare that interest. The audition panel will determine whether or not the conflict requires the panellist to withdraw from the process in which case a substitute panellist will be invited to join the panel. Alternatively, the panel may decide to leave the screens in position for the second and subsequent rounds.

Procedures at Auditions

42.11 Voting

Voting will be by secret ballot.

42.12 First Round

- (a) The objective of the first round is to select those applicants who demonstrate the level of playing ability required for the position being auditioned. No other issues should be considered at this point. At the commencement of the audition, the panel will agree on a method of indicating to candidates that it does not wish them to perform further.

- (b) The first round will be performed behind a screen.
- (c) At the conclusion of the first round the panel will vote on whether or not each candidate will progress to the second round. A vote will be carried by simple majority.
- (d) The Chief Conductor, the Section Principal (in the case of an audition for a Tutti position) or an outside Specialist, when present, may initiate a discussion if a particular candidate has not received sufficient votes to progress to the second round but they are of the opinion that the candidate has demonstrated the standard required to progress. At the conclusion of the discussion the panel may agree to allow the candidate to progress. A new vote on the candidate may be conducted if the Director Operations or Elected Players' Representative considers it appropriate.

42.13 Second and subsequent rounds

- (a) The object of the second round (and subsequent rounds where appropriate) is to choose the best applicant for the position from those who demonstrated the appropriate level of playing ability in the first round. Written material provided by the applicant may be taken into account.
- (b) The second and subsequent rounds will be performed without screens unless the Panel, pursuant to Clause 42.12, have agreed they remain.
- (c) At the end of the second round, the members of the panel shall each speak in turn. The penultimate speaker shall be the principal player of the instrument being auditioned and the Chief Conductor, if present, shall speak last.
- (d) Following the discussion, the panel will vote on whether each candidate will progress to the next stage of the audition. Once that vote is completed the Panel will discuss and agree upon what the next stage of the audition process will be.
- (e) A vote will be carried by a majority of two or more.

42.14 Recommendation for appointment

- (a) If a candidate receives sufficient votes from the panel they will be recommended for appointment.

In the case of tutti auditions, a recommendation may not be made against the advice of the section principal after advising other Audition Panel members the reasons for their recommendation.

42.15 Post Audition Discussion with Successful Applicant

- (a) A discussion between the successful applicant and the CEO or nominee, the elected player's representative and one other member of the audition panel will take place after the audition to discuss arrangements for the commencement of the trial. The audition panel will be advised of the outcome of that discussion.

42.16 Appointment and Trial period

- (a) Successful applicants will be appointed with a trial period of up to six months subject to passing appropriate reference checks. The musician will be advised of the dates of mid and end of trial in the employment contract.
- (b) The object of a trial period is to ensure that a successful applicant has the skills required to function well in the position offered. These may include playing skills, leadership skills, team skills, communication and interpersonal skills, ability to give or take direction, diligence in preparation and commitment to the Company's stated goals.
- (c) The audition panel at the audition shall convene in the middle of the trial period, assess the performance of the appointee, and provide a written report, indicating where appropriate areas in which the appointee might improve his or her performance.
- (d) A proxy/standby member for the Panel is to be available should any original panel member leave.

- (e) In the event that a required panel member cannot attend the audition, they can provide feedback but cannot vote as part of the trial process.
- (f) At the end of the trial period, the panel shall reconvene. In exceptional circumstances, the panel may extend the trial, detailing its reasons for doing so and advising the appointee accordingly. If the trial period is to be extended, the applicant must be advised at least a month before the date of the end of the trial period. Otherwise, the appointee will be offered a permanent position, or his or her employment will be terminated.

Variations to Procedure

42.17 Variation of this procedure for a particular audition can be made by mutual agreement of the Audition Panel and the CEO.

Casual Auditions

42.18 Casual auditions will be held as required to assess musicians' suitability to be engaged for casual work with the Orchestra.

42.19 The audition will be jointly managed by the Director Operations or delegate and the Elected Players' Representative or delegate.

42.20 The Audition panel will comprise the following:

- (a) Violins: Concertmaster, Associate Concertmaster, Principal First Violin, Principal Second Violin plus three tutti violins selected by the Concertmaster.
- (b) Viola, Cello and Double Bass: Section Principal, tutti musicians of the relevant section, Concertmaster or delegate.
- (c) Brass: All Principals, tutti musicians of the relevant section and the Concertmaster or delegate
- (d) Woodwind: All principals, the relevant tutti musician and the Concertmaster or delegate.
- (e) Percussion and Timpani: Principal Percussion, Principal Timpani, one brass Principal, one wind Principal, Concertmaster or delegate.

- 42.21 Should any member of a panel be unable to attend the audition the panel may select an appropriate replacement from the permanent musicians in the orchestra.
- 42.22 Up to 6 orchestral excerpts and a solo work with accompaniment may be set for the audition. These will be available to the applicant at least 1 week prior to the audition.
- 42.23 The panel will discuss each applicant's performance and determine whether or not the applicant is of the required standard to be engaged for casual work with the orchestra and if there are any limitations to the type programme for which they may be engaged. A musician may not be recommended for engagement as a casual against the advice of the relevant section principal.

PERFORMANCE

43. Performance Standard

- 43.1 This clause acknowledges the role of the employer and the musicians in the maintenance and development of performance standards for musicians. The Company collectively is committed to a process of maintenance and development of the highest possible performance standards. As part of the process and in accordance with normal interaction between musicians, section principals, the Concertmaster and the Chief Conductor, musicians shall be given regular feedback on their performance and shall be advised when this is unsatisfactory. By this means, problems of a minor nature may be overcome quickly and informally.
- 43.2 When a significant performance problem is drawn to a musician's attention, a brief written record shall be kept of any discussions. The musician shall be given a copy of the record and shall also be given the opportunity to sign it and attach any written comments. Factors contributing to a problem could include, for example, a medical condition, personal problems and misunderstandings of an artistic or administrative nature. Consideration shall therefore be given to the following measures before deciding to take further

action under this clause:

- (a) arranging special practice/discussion sessions for the musician.
- (b) rearranging the section(s).
- (c) arranging for the musician and/or other parties if appropriate to receive counselling.
- (d) requiring the musician to provide medical reports and consideration of referring the musician to a designated medical officer for a medical examination.

43.3 The intention of this clause is to ensure that where there is a perceived or real problem with a musician's performance standard, that the matter is handled with discretion, that the musician has every reasonable opportunity to understand and address the problem and that at the conclusion of the process, if the musician's performance is at an unacceptable level and he/she cannot be suitably redeployed, that the separation provisions apply.

43.4 The provisions of this clause may be invoked when there is an unacceptable level of playing ability and overall performance standard by an orchestral musician.

43.5 If the CEO has reason to believe that there may be an unacceptable performance standard by an orchestral musician, for reasons beyond the musician's control, the following procedures are to apply:

- (a) CEO shall convene and chair an assessment panel, constituted in accordance with sub-clause 43.16, and outline the grounds for initiating a loss of proficiency procedure. The Panel (including Concertmaster) shall determine by secret ballot whether the musician displays an unacceptable performance standard and recommend the form of action to be taken to rectify the problem, if it is found that a problem exists.
- (b) If the assessment panel finds an unacceptable performance standard by 66 percent of the formal votes the musician shall be notified that a

problem exists and shall be furnished with all details in writing pertaining to the nature of the problem and the action proposed to be taken for monitoring and, where possible rectifying the situation. The notification shall include:

- i. a copy of the provisions of the Agreement
 - ii. advice of the possible outcomes of the process
 - iii. advice on available independent counselling.
- (c) A counselling, monitoring and assessment process shall occur over a period of not less than 6 months from the date the musician is first notified in accordance with paragraph 43.5(b) above. Counselling and monitoring may include:
- i. oral and/or written feedback on performance;
 - ii. professional independent counselling approved and paid for by the Company;
 - iii. opportunities for redeployment at a level commensurate with the skills and experience of the person concerned;
 - iv. opportunity for retraining with no loss of salary.
- (d) The musician shall have the opportunity to have a colleague or Elected Players' Representative present at counselling and assessment feedback sessions.
- (e) The Elected Players' Representative and the Player's Committee shall be advised immediately after each stage of the process.
- (f) At any time during the assessment process the CEO may advise the musician in writing that there is no longer a problem and that the particular performance standard process is concluded. At the conclusion of the assessment period, the assessment Panel will reconvene and the Panel (including Concertmaster) will confirm by secret ballot whether the musician in question displays an unacceptable performance standard. Only formal votes cast by Panel members in attendance shall be considered. If the Panel confirms an

unacceptable performance standard by 66 percent or more of the votes, it shall recommend the musician's termination of employment or reduction in classification to the CEO. If the Panel does not confirm an unacceptable performance standard then the process will be deemed to have concluded.

- 43.6 Where the Panel has confirmed an unacceptable performance standard the CEO may, subject to the provisions of this clause, by written notice to the musician, reduce the musician's classification or retire the musician from the Company.
- 43.7 Except with the consent of the musician in writing, the notice referred to in subclause 43.6 shall not be given until the counselling and assessment process has taken place in accordance with subclause 43.5.
- 43.8 Where the CEO gives notice of retirement under subclause 43.6, the period of notice shall be 6 weeks, except that where the CEO so directs or the musician so requests, the musician shall be retired at any time within the notice period and shall thereupon be entitled to receive payment in lieu of the salary for the unexpired period of notice.
- 43.9 A severance benefit of 4 weeks' salary for each completed year of continuous service for the first 5 years followed by 3 weeks' salary for each completed year of continuous service thereafter is payable to a musician who is retired through an unacceptable performance standard. The minimum severance payment is 8 weeks' salary and the maximum severance payment is 48 weeks' salary.
- 43.10 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.
- 43.11 A musician who has been given notice under subclause 43.5(b) may elect to leave the employment of the Company within the 6 months assessment period provided for under subclause 43.5(c), in which case the musician shall be entitled to payment in lieu of the unexpired balance of the assessment period in addition to the severance benefit provided for in

accordance with subclause 43.9. This entitlement shall not be cumulative with any other payment in lieu of notice period or severance entitlement provided for under this clause or any other award or agreement.

43.12 In the event of any dispute over the invoking of the performance standard procedures, including circumstances where a musician is dissatisfied with a decision made in accordance with this clause, (on the basis that the procedure outlined by this clause was not observed with consequent disadvantage to the musician), the matter will be arbitrated by FWC, or if agreed, by another independent arbitrator. The parties agree to accept the arbitrator's determination or recommendation.

43.13 Nothing in this clause shall prevent the reduction in classification of a musician or the retirement of a musician as a result of action in relation to excess employment levels, or action concerning invalidity, inefficiency or misconduct, or as a result of action under the provisions of another clause of this Agreement.

43.14 A reference to the CEO in this clause shall include a reference to the appropriate delegated officers of the Company.

43.15 This clause does not apply to:

- (a) a musician whose appointment has not been confirmed (on trial);
- (b) a musician employed for a period of 1 year or less;
- (c) a casual musician;
- (d) a musician under a contract of employment made in accordance with clause 6.4.

43.16 An assessment panel provided for by this clause shall be constituted by:

- (a) the CEO or his/her nominee
- (b) the Director Operations or his/her nominee
- (c) the Chief Conductor
- (d) the Concertmaster

(e) four (4) musicians from the Orchestra selected by the CEO and agreed by the Players' Committee from a list of those musicians who would ordinarily sit on an audition panel for the position in question.

(f) Elected Players' Representative (non-voting)

The panel shall meet and monitor the process for performance standard issues.

43.17 The CEO shall not be precluded from making a decision in respect of performance standard, for reasons of an assessment panel failing to meet or make an assessment, provided that the CEO shall state in writing the information that was relied upon in reaching a decision.

43.18 Notwithstanding any other provision of this Agreement, management and a musician may mutually agree that the musician be terminated on the basis of failing to meet the performance standard and the terms thereof without recourse to the formal process.

PROFESSIONAL DEVELOPMENT

44. Professional Development

44.1 The Company is committed to providing, where appropriate, professional development opportunities both within the work structure of the Orchestra and on request from musicians.

44.2 Each musician will have an annual Professional Development discussion. Where possible the meeting will include the Chief Conductor and the CEO or his/her delegate or the relevant section Principal and the CEO and/or his/her delegate.

44.3 The Company agrees to contribute \$10,548 (May 2017) per annum towards a Player Development Fund, to be utilised in accordance with Company policy on player development. This amount is to be indexed annually by the annual agreed percentage increases outlined in Clause 15.3.

SEPARATION OF EMPLOYMENT

45. Redundancy

45.1 Where the Company has made a decision that it no longer wishes an existing position to be performed by anyone, and that decision may lead to termination of employment, the Company will hold discussions with the Consultative Committee, the affected musicians and their representatives prior to the redundancy being affected.

45.2 The discussions will take place as soon as is practicable after the Company has made a decision which will invoke the redundancy and shall cover any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the affected musicians.

45.3 For the purposes of the discussion the Company shall, as soon as practicable, provide in writing to the affected musicians and representatives, all relevant information about the proposed terminations including:

- (a) the reasons for the proposed terminations;
- (b) the number and categories of musicians likely to be affected
- (c) the number of musicians normally employed; and
- (d) the period over which the terminations are likely to be carried out.

Provided that the Company shall not be required to disclose confidential information.

45.4 As a step to avoid involuntary redundancies, the Company may consider applications from the affected musicians for voluntary redundancies. Applications will be assessed on a case-by-case basis, and the Company has the discretion to accept or reject an application.

45.5 If a musician's employment is terminated through redundancy, the musician is entitled to 4 weeks' salary for each completed year of service for the first 5

years, then 3 weeks for each completed year of service after that (plus pro rata for each completed month of service since the last completed year of service.

45.6 For those musicians who have been in the position for over two (2) years and are over 45 years of age, there is entitlement to an extra week's salary as per the FWA.

45.7 The minimum severance payment is 12 weeks' salary and the maximum severance payment is 77 weeks' salary.

45.8 For the purposes of this clause, a week's salary does include an Instrument and Concert Attire allowance but does not include any other payment that is reimbursement for expenses incurred or a payment for disabilities associated with the performance of a duty.

45.9 Normal periods of notice of termination will apply. The Company may make payment in lieu for some or all of the notice period. A musician whose employment has been terminated due to redundancy may choose to cease working during the notice period and if mutual agreement is not reached shall not be entitled to payment in lieu of notice for that time.

45.10 This clause does not apply to:

- (a) Casual musicians
- (b) Fixed-term musicians
- (c) Musicians employed under a contract in accordance with Clause 6.4.

46. Separation Other Than Redundancy

46.1 Unless mutually agreed to the contrary, the employment of a regular musician is to be terminated, in the case of principals and Associate Concertmasters, 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. The Company may make a payment in lieu of part or all of the notice period.

- 46.2 On termination a musician shall be entitled to pro-rata payment for any part of a week's work prior to the date of termination.
- 46.3 The Company may dismiss a musician for serious 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.

47. Transition to Retirement

- 47.1 Musicians considering retirement are encouraged to enter into discussions with management about their future plans. The objective being to afford the Company an opportunity to refine its replacement planning strategies. Either the musician or management may initiate such discussions and various employment options may be canvassed.
- 47.2 The Company seeks to ensure that transition from the Orchestra to the musician's retirement is undertaken with respect, dignity and celebration.

SETTLEMENT OF GRIEVANCES AND DISPUTES

48 Grievance and Dispute Settling Procedures

- 48.1 The parties agree to observe the following procedures to avoid and resolve employment related grievances and disputes (including disputes arising under this Agreement or the National Employment Standards).
- 48.2 Where a musician(s) has a problem or a grievance, in the first instance that matter shall be discussed with his/her immediate supervisor.
- 48.3 If it is inappropriate in the view of the musician(s) to discuss the matter with his/her immediate supervisor then the matter may be brought to the attention of the CEO or his/her representative. The musician may be represented by a person of their choice during this procedure.

- 48.4 Subject to subclause 48.5, if the matter remains unresolved after discussions with the CEO in accordance with subclause 48.3 above any party may refer the matter to FWC for conciliation, and if necessary, arbitration.
- 48.5 Prior to any party taking action to refer the matter to the FWC, the Chair of the TSO Board, or his or her nominee, shall be advised of the issue by the party intending to notify the FWC. In such circumstances the matter shall not be referred to the FWC until a period of 48 hours has elapsed from the time the Chair was first notified.
- 48.6 Attendance at any meeting or discussions provided for in accordance with this clause may be extended to other persons whom the parties agree may be able to provide information or assist in the resolution of the issue.
- 48.7 The parties agree to be bound by Decisions of the FWC.
- 48.8 While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) A musician must continue to carry out their duties unless there is a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) A musician must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. The work is not safe; or
 - ii. Applicable workplace health and safety legislation would not permit the work to be performed; or
 - iii. The work is not appropriate for the musician to perform; or
 - iv. There are other reasonable grounds for the musician to refuse to comply with the direction.
- 48.9 A reference to the FWC includes a reference to any person or organisation established by the Commonwealth Government to replace the FWC and

whose purpose includes the conciliation of and/or arbitration of disputes of an industrial nature.

OTHER

49 TSO Education and Outreach Program

- 49.1 Notwithstanding the provisions contained elsewhere in this Agreement, musicians may be exempt from full orchestral performance activities for a period of up to four (4) weeks during each calendar year, subject to the provisions of this clause. The CEO or his/her delegate shall determine the period that musicians are exempt from normal orchestral duty by virtue of the musicians undertaking the Company's Education and Outreach activities throughout the calendar year.
- 49.2 A musician may agree to undertake tutoring, instrument demonstration, chamber music activities (which may involve fewer than eight (8) musicians) or similar activities in schools, hospitals, prisons, aged care facilities, and other community organisations and care facilities or publicity or promotional activities for the Company which may include speaking engagements or short musical performances.
- 49.3 The activities referred to in subclause 49.2 may only be undertaken when all of the following conditions have been satisfied:
- (a) the activity is consistent with the Company's strategic plan,
 - (b) the activity is one of a category which is endorsed by the CEO or his/her delegate,
 - (c) the activity does not interfere with the Company's orchestral program,
 - (d) the musician agrees to undertake the activity.

- 49.4 The musician will be reimbursed 'out of pocket' expenses (such as production costs and equipment) and other costs associated with undertaking the activity provided these are approved in advance by the CEO or his/her delegate.
- 49.5 Calls utilised under this Clause will be counted on an individual basis. Musicians will notify the Director Operations of the number of calls used and the details of the activity. Such activities may be photographed and/or recorded for promotional purposes only subject to the agreement of the musicians involved.

50. Recordings, Broadcasts and Streaming

Purpose and acknowledgements

50.1 The parties agree that:

- (a) Recordings and broadcast (including on-line streaming) of performances; and
- (b) the availability of podcasts and vodcasts;

are an integral part of enhancing the profile, standing and financial stability of the orchestra.

Discussions

50.2 Prior to committing to a recording or broadcast of a work to be performed by the musicians, the Company shall discuss the nature of the recording or broadcast and copyright issues with the musicians. Unless otherwise agreed, the appropriate forum for such consultations shall be the Consultative Committee. In respect to broadcasts on the ABC and/or the Company's website, it is agreed that the Company may authorise two (2) broadcasts of live performances (simultaneously with the on-line streaming of the performance) and streaming on demand for a period not exceeding one (1) month following the original broadcast provided each musician shall be paid a minimum of \$1 per annum.

Copyright

- 50.3 Recordings or broadcasts of performances will not be:
- (a) Used in a manner that infringes the musicians' right to attribution or the integrity of the musicians; or
 - (b) Altered in a manner that is prejudicial to the reputation of the musicians.

Profits

- 50.4 Musicians engaged in playing for a recording shall be entitled to a share of 50% of the net profits derived from that recording by the Company. If the amount to be distributed is less than \$20 per musician, the distribution amount will be credited to the Player Development Fund for professional development.
- 50.5 For the purposes of this clause, 'net profit' will be ascertained after taking into account the costs of the project inclusive of salaries (other than full-time musicians or part-time musicians), on-cost, artist payments, venue and associated costs.
- 50.6 The Company will keep a list of all musicians participating in a recording. This record will be kept for 6 years after the recording was made.
- 50.7 Should the original recording have been made more than ten years prior to the net profits being derived then the musicians' 50% of the net profits will be credited to the Player Development Fund.
- 50.8 Should an individual musician no longer employed by the Company have not informed the Company of their current contact and bank details, their share will revert to the Player Development Fund.

Use of recordings for promotional purposes

- 50.9 A recording may be used for promotional purposes where:

- (a) For performances that are not educational or promotional performances the extract of the recording must not exceed whichever is the lesser of the following:
- i. 5 minutes; or
 - ii. 25% of the duration of the total recording;
- (b) The extract must not be a full item or commercially exploitable.

Use of recordings for commercial purposes

50.10 The use of a recording for a commercial purpose is permitted if it is agreed to by the Consultative Committee.

Educational and promotional performances

50.11 It is agreed that promotional and educational performances (such as education concerts) may be simultaneously streamed and that any recording of the performance may be used for promotional or publicity purposes.

Review of recordings (other than live broadcasts)

50.12 Before a recording (other than a live broadcast) is released under clause 50.9, 50.10 or 50.11, the Player Representatives from the Consultative Committee may review the recording and, within 7 days of being provided with a copy of the recording, notify the Company of any concerns regarding the recording.

50.13 The Company will meet with the Player Representatives from the Consultative Committee to discuss the concerns. The recording, or parts of the recording, may be used if the Company and Player Representatives from the Consultative Committee agree; such agreement will not be unreasonably withheld.

51. Position Descriptions

51.1 All musicians employed by the Company have position descriptions. Position descriptions will be jointly approved by the CEO and Consultative

Committee. See Appendix 2.

52. Company Workplace Behaviour and Conduct


52.1 The musicians and Company agree to abide by all the Company's policies and procedures with regards to workplace behaviour and conduct.

53. No Extra Claims

53.1 This is a closed Agreement in settlement of all matters within its scope for its duration. The parties agree that there will be no further claim during the life of this Agreement which would alter labour costs, except where consistent with the terms of this Agreement.

SIGNATURES

For the Tasmanian Symphony Orchestra P/L:



Nicholas Heyward
CEO Tasmanian Symphony Orchestra P/L
1 Davey Street, Hobart

9. X. '18

For the Musicians:



Paul Murphy
Chief Executive Officer
Media Entertainment and Arts Alliance
245 Chalmers St
Redfern
NSW 2016

16/10/18

APPENDIX 1**Audition Panel Composition****STRINGS****Associate Concertmaster**

Chief Conductor
Concertmaster
Principal 1st Violin
Principal 2nd Violin
Tutti Violins (single vote)
Principal Viola
Principal Cello
Principal Double Bass
Principal Flute
Principal Oboe
Principal Trumpet

Principal 2nd Violin

Chief Conductor
Concertmaster
Associate Concertmaster
Principal 1st Violin
Tutti Violins (single vote)
Principal Viola
Principal Cello
Principal Double Bass
Principal Flute
Principal Oboe
Principal Trumpet

Principal 1st Violin

Chief Conductor
Concertmaster
Associate Concertmaster
Principal 2nd Violin
Tutti Violins (single vote)
Principal Viola
Principal Cello
Principal Double Bass
Principal Flute
Principal Oboe
Principal Trumpet

Tutti Violin

Chief Conductor
Concertmaster
Associate Concertmaster
Principal 1st Violin
Principal 2nd Violin
Tutti violins (single vote)
Principal Viola
Principal Cello
Principal Double Bass

Principal Viola

Chief Conductor
Concertmaster
Associate Concertmaster
Principal 1st Violin
Principal 2nd Violin
Tutti violas (single vote)
Principal Cello
Principal Double Bass
Principal Horn
Principal Clarinet
Principal Bassoon

Principal Cello

Chief Conductor
Concertmaster
Associate Concertmaster
Principal 1st Violin
Principal 2nd Violin
Principal Viola
Tutti Celli (single vote)
Principal Double Bass
Principal Horn
Principal Bassoon
Principal Trombone

Principal Double Bass

Chief Conductor
Concertmaster
Associate Concertmaster
Principal 1st Violin
Principal 2nd Violin
Principal Viola
Principal Cello
Tutti Double Basses (single vote)
Principal Bassoon
Principal Tuba
Principal Timpani

Tutti Viola

Chief Conductor
Concertmaster
Associate Concertmaster
Principal 1st Violin
Principal 2nd Violin
Principal Viola
Tutti violas (single vote)
Principal Cello
Principal Double Bass

Tutti Cello

Chief Conductor
Concertmaster
Associate Concertmaster
Principal 1st Violin
Principal 2nd Violin
Principal Viola
Principal Cello
Remaining Tutti Celli (single vote)
Principal Double Bass

Tutti Double Bass

Chief Conductor
Concertmaster
Associate Concertmaster
Principal 1st Violin
Principal 2nd Violin
Principal Viola
Principal Cello
Principal Double Bass
Tutti double bass

WOODWIND**Principal Flute**

Chief Conductor
Concertmaster
Principal 2nd Violin
Tutti Flute
Principal Oboe
Principal Clarinet
Principal Bassoon
Remaining Tutti Woodwind (single vote)
Principal Horn
Principal Trumpet
Principal Percussion

Principal Oboe

Chief Conductor
Concertmaster
Principal 2nd Violin
Principal Flute
Tutti oboe
Principal Clarinet
Principal Bassoon
Remaining Tutti Woodwind (single vote)
Principal Horn
Principal Trumpet
Principal Percussion

Principal Clarinet

Chief Conductor
Concertmaster
Principal 2nd Violin
Principal Viola
Principal Flute
Principal Oboe
Tutti Clarinet
Principal Bassoon
Remaining Tutti Woodwind (single vote)
Principal Horn
Principal Percussion

Tutti Flute

Chief Conductor
Concertmaster
Principal 2nd Violin
Principal Flute
Principal Oboe
Principal Clarinet
Principal Bassoon
Tutti Woodwind (single vote)
Principal Trumpet

Tutti Oboe

Chief Conductor
Concertmaster
Principal 2nd Violin
Principal Flute
Principal Oboe
Principal Clarinet
Principal Bassoon
Remaining Tutti Woodwind (single vote)
Principal Horn

Tutti Clarinet

Chief Conductor
Concertmaster
Principal 2nd Violin
Principal Flute
Principal Oboe
Principal Clarinet
Principal Bassoon
Remaining Tutti Woodwind (single vote)
Principal Horn

Principal Bassoon

Chief Conductor
Concertmaster
Principal Viola
Principal Cello
Principal Flute
Principal Oboe
Principal Clarinet
Principal Trombone
Principal Timpani
Tutti Bassoon
Remaining Tutti Woodwind

Tutti Bassoon

Chief Conductor
Concertmaster
Principal Viola
Principal Cello
Principal Flute
Principal Oboe
Principal Clarinet
Principal Bassoon
Tutti Woodwind (single vote)

BRASS**Principal Horn**

Chief Conductor
Concertmaster
Principal Cello
Principal Oboe
Principal Bassoon
Principal 3rd Horn
Tutti Horns (single vote)
Principal Trumpet
Principal Trombone
Principal Tuba
Principal Timpani or Principal Percussion

Principal 3rd Horn

Chief Conductor
Concertmaster
Principal Viola
Principal Clarinet
Principal Bassoon
Principal Horn
Tutti Horn (single vote)
Principal Trumpet
Principal Trombone
Principal Tuba
Principal Timpani or Principal Percussion

Tutti Horn

Chief Conductor
Concertmaster
Principal Viola
Principal Clarinet
Principal Horn
Principal 3rd Horn
Tutti Horn
Principal Trumpet
Remaining Tutti Brass (Single vote)

Principal Trumpet

Chief Conductor
 Concertmaster
 Principal Flute
 Principal Oboe
 Principal Horn
 Tutti Trumpet
 Principal Trombone
 Principal Bass Trombone
 Principal Tuba
 Remaining Tutti Brass (single vote)
 Principal Timpani or Principal Percussion

Principal Trombone

Chief Conductor
 Concertmaster
 Principal Cello
 Principal Bassoon
 Principal Horn
 Principal Trumpet
 Tutti Trombone
 Principal Bass Trombone
 Principal Tuba
 Remaining Tutti Brass (single vote)
 Principal Timpani or Principal Percussion

Principal Bass Trombone

Chief Conductor
 Concertmaster
 Principal Double Bass
 Principal Bassoon
 Principal Horn
 Principal Trumpet
 Principal Trombone
 Tutti Trombone
 Principal Tuba
 Remaining Tutti Brass (single vote)
 Principal Timpani

Tutti Trumpet

Chief Conductor
 Concertmaster
 Principal Oboe
 Principal Horn
 Principal Trumpet
 Principal Trombone
 Principal Bass Trombone
 Principal Tuba
 Remaining Tutti Brass (single vote)

Tutti Trombone

Chief Conductor
 Concertmaster
 Principal Bassoon
 Principal Horn
 Principal Trumpet
 Principal Trombone
 Principal Bass Trombone
 Principal Tuba
 Remaining Tutti Brass (single vote)

Principal Tuba

Chief Conductor
 Concertmaster
 Principal Double Bass
 Principal Bassoon
 Principal Horn
 Principal Trumpet
 Principal Trombone
 Tutti Trombone
 Principal Bass Trombone
 Remaining Tutti Brass (single vote)
 Principal Timpani
 Outside Specialist (non-voting)

TIMPANI, PERCUSSION AND HARP

Principal Timpani

Chief Conductor
Concertmaster
Principal Viola
Principal Cello
Principal Double Bass
Principal Bassoon
Principal Horn
Principal Trumpet
Principal Trombone
Principal Tuba
Principal Percussion
Outside Specialist (non-voting)

Principal Percussion

Chief Conductor
Concertmaster
Principal 2nd Violin
Principal Cello
Principal Flute
Principal Clarinet
Principal Horn
Principal Trumpet
Principal Trombone
Principal Tuba
Principal Timpani
Outside Specialist (non-voting)

Principal Harp

Chief Conductor
Concertmaster
Principal 2nd Violin
Principal Viola
Principal Cello
Principal Double Bass
Principal Flute
Principal Oboe
Principal Horn
Principal Trumpet
Principal Percussion
Outside Specialist (non-voting)

Should any member of a panel, including the Chief Conductor, be unable to attend the audition the panel shall select an appropriate replacement from the permanent musicians in the orchestra.

APPENDIX 2

Position Descriptions

1. TUTTI MUSICIANS

General duties and work requirements are to:

- a) work under the current terms of this Agreement;
- b) play the instrument/s for which the musician was auditioned;
- c) play any instrument in the relevant family of instruments provided:
 - i. there is a doubling part and the musician was 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;
- d)
 - i. perform higher duties if willing;
 - ii. play in combinations fewer than (8) eight if willing;
 - iii. play off-stage at the conductor's direction;
- e) undertake preparation of relevant parts in advance of the first rehearsal;
- f) rehearse and perform relevant parts as required;
- g) mark parts and convey all relevant information consistent with section principal's instructions, in a concise and timely manner;
- h) maintain a fully professional appearance, and standard of behaviour, and comply with dress standards whilst on duty;
- i) participate in the relevant musical responsibilities of the section;
- j) follow the directions of the section leader in all matters relating to style, ensemble, intonation, articulation and bowing (as relevant), and seating;

- k) participate in auditions, trial assessment meetings and other rostered meetings as required;
- l) not unreasonably refuse to be available for meetings with management and colleagues to discuss job-related issues;
- m) undertake promotional activities consistent with the player's capacity as a professional musician and as agreed; and
- n) comply and act in accordance with the TSO vision, values and appropriate workplace behaviours.

2. PRINCIPAL MUSICIANS

- a) The positions of Third Horn, Bass Trombone, Tuba, Harp, Timpani, Percussion, and Principal First Violin are Principal positions.
- b) In addition to the relevant duties of Tutti Musicians the Principal First Violin shall:
 - i. sit on the front desk as required;
 - ii. lead the orchestra as required;
 - iii. prepare and play relevant solos;
 - iv. assist the Concertmaster in managing the section and preparing parts.
- c) In addition to the duties of Tutti musicians, Principal Third Horn will play Third Horn parts and in consultation with the Principal Horn and, when appropriate, the Director Operations.
 - i. play First Horn to facilitate an even workload across the section with regard to works that require less than the full section.
 - ii. play First Horn in order to assist the Principal Horn in demanding programmes.
 - iii. play Tutti or Bump horn if willing

Sufficient notice and opportunity will be given with respect to playing First Horn to enable adequate preparation time and maintenance of skills for performing in the position.

- d) In addition to the duties of Tutti Musicians Principal Tuba substitute on the most suitable tuba available, parts written for Ophecleide, and Cimbasso.
- e) Provide Tutti musicians with regular feedback on their performance, and, as necessary, address any related administrative concerns. Persistent or continuing

concerns should be drawn to the attention of the Concertmaster and the Director Operations.

- f) Where possible at least seven (7) days prior to rehearsal, the Principal Timpani and the Principal Percussion will consult with the Director Operations with regard to instrument requirements for individual concerts.
- g) Musicians who play an instrument owned by the TSO will coordinate with the orchestra operations management to ensure that the instrument is maintained in appropriate working condition.

3. **SECTION PRINCIPAL**

- a) The positions of Principal Flute, Principal Oboe, Principal Clarinet, Principal Bassoon, Principal First Horn, Principal Trumpet and Principal Trombone, Principal Second Violin, Principal Viola, Principal Cello and Principal Double Bass are Section Principal positions.
- b) In addition to the relevant duties of a Tutti, and Principal Musician , the Section Principal Musicians shall:
 - i. prepare and play the first part of the section and relevant solos of the repertoire;
 - ii. lead and direct the section;
 - iii. take responsibility for the style, intonation, balance, ensemble, rhythm and preparation of the section;
 - iv. in the case of string principals, prepare 1st desk part with bowings and other markings from concertmaster's part;
 - v. play other parts from time to time in an emergency or at his/her discretion;
 - vi. take responsibility in the first instance for the general discipline of the section;
 - vii. take responsibility in the first instance for rostering the section, and consult with management on the engagement of casual musicians.
 - viii. prepare suitable audition material for auditions and casual assessments relevant to the section
 - ix. be responsible for attending to and resolving where possible section musician grievance and disciplinary issues where possible;
 - x. provide regular feedback to members of their Section on their performance, and, address any related administrative concerns as appropriate. Persistent or continuing concerns should be drawn to the attention of the Concertmaster, and to the Director Operations.

4. ASSOCIATE CONCERTMASTER

In addition to the relevant duties of a Tutti, Principal and Section Principal Musicians 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 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 when rostered on;
- e) take responsibility for tuning the orchestra when required by the Concertmaster;
- f) discuss any performance and administrative concerns of any string musician with the Concertmaster.

5. ACTING CONCERTMASTER

In addition to the relevant duties of a Tutti, Principal and Section Principal Musicians and the Associate Concertmaster, the Acting Concertmaster shall be required to:

- a) lead the TSO orchestra in performances and rehearsals with the objective of achieving the highest possible musical performance standards including:
 - i. Take responsibility for the style, intonation, balance, ensemble, rhythm and preparation of the string section, the violins in particular.
 - ii. Take responsibility for tuning the orchestra.
 - iii. Take responsibility for the facilitation of effective and respectful communication between the Orchestra and the Chief Conductor.
 - iv. Prepare and play relevant repertoire solos to the highest possible standard, as directed by the Chief Conductor and Director Artistic Planning;
 - v. Be responsible for rostering and allocation of seating for the violin section and consult with section members as appropriate
 - vi. Observe and comply with the provisions set out in any applicable policy or procedure currently in place.
 - vii. Initiating and overseeing the markings of bowings on string parts with personal emphasis on the First Violin parts, and, in cooperation with Section Principals and for the other string sections.
 - viii. Lead sectional rehearsals for the first violins or other string sections as required.

- ix. Always maintain a highly professional appearance and behaviour whilst representing the Company at all events, ensuring all of the Orchestra members follow this example.

The Acting Concertmaster may also be required to carry out some of the following duties depending on the length of the appointment:

- a) Take responsibility for general orchestral discipline and liaise with the Director Operations, Director People and Culture and relevant managers where required.
- b) Liaise on a regular basis with management to discuss program and administrative matters; in particular consult regularly with the Chief Conductor, Director Artistic Planning and take a lead role in the management of standards on musical and artistic matters.
- c) Consult with the Director Operations and Director People and Culture, as requested, regarding violin section performance and the employment of substitute/casual musicians and the general quality of orchestral performance.
- d) Oversee and participate in all activities of the orchestra as agreed by management.
- e) Be an active participant on auditions panels, trial assessment meetings, Consultative, Orchestral and Program Committee meetings and other meetings as required.
- f) Attend meetings with various internal and external stakeholders of the Company and undertake promotional activities as agreed.
- g) Perform other relevant duties, within the scope of the Acting Concertmaster's expertise, as directed by the CEO.

6. CONCERTMASTER

The permanent position of Concertmaster is normally appointed on a contract and therefore the above duties for Acting Concertmaster may vary from time to time as required.