



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

State Orchestra of Victoria (Orchestra Victoria)
(AG2014/1092)

ORCHESTRA VICTORIA ENTERPRISE AGREEMENT 2014-2017

Live performance industry

COMMISSIONER CRIBB

MELBOURNE, 21 MAY 2014

Application for approval of the Orchestra Victoria Enterprise Agreement 2014-2017.

[1] An application has been made for approval of an enterprise agreement known as the *Orchestra Victoria Enterprise Agreement 2014-2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made the State Orchestra of Victoria (Orchestra Victoria). 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) of the Act I note that the Agreement covers the organisation.

[4] It is noted that clause 2 of the Agreement (Operation and Duration of Agreement) provides that:

1. The Agreement operates on and from 1 July 2014, provided that The Australian Ballet becomes the effective owner of the State Orchestra of Victoria on or prior to 1 July 2014; and
2. If, for whatever reason, The Australian Ballet does not become the effective owner of the State Orchestra of Victoria on or prior to 1 July 2014, the Agreement will not operate and the Orchestra Victoria Enterprise Agreement 2014 (OV EA)¹ will continue in full force and effect until a replacement agreement operates.

[5] The Agreement has therefore been approved on this basis.

¹ AE406303

[6] The Agreement was approved in Chambers on 21 May 2014 and, in accordance with s.54(1)(b) of the Act, will operate from 1 July 2014. The nominal expiry date of the Agreement is 20 May 2017.



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Orchestra Victoria Enterprise Agreement 2014 - 2017

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SECTION 1 – APPLICATION AND OPERATION OF AGREEMENT

1. Agreement Title

This Agreement is the Orchestra Victoria Enterprise Agreement 2014 – 2017.

2. Operation and Duration of Agreement

For the purposes of section 54(1)(b) of the Fair Work Act 2009, this Agreement will commence operation on 1 July 2014 (“**Commencement Date**”). Provided that The Australian Ballet has become the effective owner of the State Orchestra of Victoria (ABN 95 096 788 804) on or prior to July 1. The Australian Ballet will become the effective owner of the State Orchestra of Victoria when it becomes the sole member of the State Orchestra of Victoria. To effect this transfer of ownership, the Parties anticipate that The Australian Ballet will be admitted as a member of the State Orchestra of Victoria, and all other existing members will resign or cease being members of the State Orchestra of Victoria.

The nominal expiry date of the Agreement will be three years after the day on which the FWC approves the Agreement (“**Nominal Expiry Date**”).

If, for whatever reason, The Australian Ballet does not become the effective owner of the State Orchestra of Victoria on or prior to 1 July 2014, the Agreement will not operate. In those circumstances, the Orchestra Victoria Enterprise Agreement 2014 (OV EA) will continue in full force and effect until a replacement agreement operates.

3. Coverage of Agreement

This Agreement covers, and when in operation applies, to:

- (a) the State Orchestra of Victoria (ABN 95 096 788 804) commonly referred to as Orchestra Victoria (“**Company**”);
- (b) the Media Entertainment and Arts Alliance (“**Alliance**”) (subject to the Alliance giving the FWC written notice under section 183 of the Act that it wants to be covered by the Agreement); and
- (c) employees of the Company who are employed to play a musical instrument in the Company’s orchestra in any capacity and includes a Concertmaster and Deputy Concertmaster (“**Musicians**”);
(collectively referred to as the “**Parties**”).

4. Relationship to Other Industrial Instruments and the National Employment Standards

- (a) This Agreement is a comprehensive Agreement. Unless otherwise provided for, this Agreement replaces any awards, industrial agreements, State awards or State employment agreements, or orders of industrial commissions that would otherwise apply to employees.
- (b) The terms of this Agreement apply in a manner that does not exclude the National Employment Standards (“**NES**”). That is, no provision of the NES is displaced by this Agreement but the NES provisions may be supplemented by the terms of this Agreement. Accordingly, the NES will continue to apply to the extent that any term of this Agreement is detrimental in any respect when compared to the NES.

5. No Extra Claims

For the duration of the Agreement, Musicians and the Alliance will not pursue any extra claims.

6. Orchestra Victoria as a Performance Partner

This Agreement recognises that the Company’s primary purpose is to provide pit services for performances of The Australian Ballet, Opera Australia, Victorian Opera and other contracted parties. As a valued performance partner of these companies, the Company’s provision of a pit orchestra is integral to their artistic vibrancy and success. The Company will maintain its orchestra for 52 weeks a year and undertakes to endeavor to provide other performance and career opportunities for Musicians.

The strategic plan for the Company will address future aspirations and makeup of the orchestra and will include mechanisms for consultation with Musicians on these matters. However, the strategic plan does not form part of this Agreement.

7. Deputy Concertmasters and Concertmasters

The following clauses do not apply to Musicians who are Deputy Concertmasters or Concertmasters:

- clauses 13, 14, 15 and 20 in Section 3;

- clauses 24, 27 and 30(f) in Section 5;
- clauses 33, 36, 37 and 38 in Section 6;
- clause 42 in Section 7; and
- clauses 45 and 46 in section 8.

8. Company Policy

The Company commits to consulting with Musicians and other key stakeholders to ensure policies reflect updated information and legislative requirements.

SECTION 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

9. Communication

The Parties are committed to the mutual exchange of information and communication on matters relating to the activities and functioning of the Company's orchestra. The Parties agree to maintain an open and consultative process to ensure the participation of Musicians and the Alliance in respect of issues affecting the working lives of the Musicians.

10. Consultation

In this clause, "Relevant Musicians" means the Musicians who may be affected by the Major Workplace Change or change to regular roster or ordinary hours of work.

If the Company is planning or seriously considering:

- (a) a Major Workplace Change that is likely to have a significant effect on the Musicians covered by this Agreement; or
- (b) a change to their regular roster or ordinary hours of work,

the Company must notify and consult with the Relevant Musicians (and their representatives, if any) who will be affected by the change being planned or seriously considered.

Where the change being planned or seriously considered relates to regular rosters or ordinary hours or work, the Company must:

- provide information about the change to the Relevant Musicians;
- invite the Relevant Musicians to give their views about the impact of the change (including any impact on family or caring responsibilities); and
- consider the Relevant Musicians' views about the impact of the change.

The Company will act in good faith in relation to the consultation process provided in this clause.

While consultation is occurring, the changes subject to the consultation process will not be implemented, unless the parties agree otherwise.

11. Musicians' Representatives

The Company will make reasonable time available to the Orchestra Victoria Musicians Association and its representatives to consult with Musicians on matters raised by the Company requiring a response.

The Company agrees to make time available to have a minimum of 2 Musicians' meetings (excluding Casual, Seasonal and Trial Musicians) as worked non-playing calls per year.

Musicians in the following positions will be credited an allocation of playing calls to be used as time in lieu, at a time as mutually agreed with the Company, as compensation for all Committee meetings they are required to attend in a 12 month period as per below:

| | |
|---|--------------------|
| Artistic Committee (2 Musicians' Representatives) | 10 calls per annum |
| Joint Consultative Committee (2 Musicians' Representatives) | 8 calls per annum |

| | |
|---|--------------------|
| OH&S Committee (2 Musicians' Representatives) | 5 calls per annum |
| Musicians Committee President | 13 calls per annum |
| Union Steward | 11 calls per annum |

If a player holds more than one of the positions listed above, they will only be entitled to time in lieu credited in respect of one of those positions, at their election.

The above time in lieu will be made available from the first day the applicable position is held and must be used within 12 months, or else it will expire. Should a Musicians' Representative hold the applicable position for less than 12 months, their entitlement to time in lieu is pro-rated and any time in lieu taken by the Musician which exceeds the pro-rata entitlement may be deducted from future payments by the Company.

Musicians participating in the OH&S committee will be entitled to attend appropriate training courses. Player representatives who are members of the OH&S committee may be granted up to 8 calls paid leave in any calendar year for such training, provided that the operations of the Company are not unduly affected by the Musicians' absence. A call that is taken as leave by a Musician who is a member of the OH&S committee to attend appropriate training courses will be counted as though it had been worked.

The Company will allow an authorised Musicians' Representative to display Player notices on the notice board at the Company's premises.

For the avoidance of doubt, a Committee meeting for which time in lieu has been credited will not count as a call for the purposes of the Cyclical Call Count.

12. Dispute Resolution Procedure

This clause sets out the procedure to settle disputes that relate to:

- (i) a matter arising under the Agreement; or
- (ii) the National Employment Standards.

A Musician who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussion between the Musician(s) and relevant supervisors and/or management.

If discussion at the workplace level does not resolve the dispute, a party to the dispute may refer the matter to the FWC.

FWC may deal with the dispute in 2 stages:

- (a) FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (a) if FWC is unable to resolve the dispute at the first stage, FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

There will be a right of appeal to the Full Bench of the FWC against this decision.

While the parties are trying to resolve the dispute using the procedures in this clause, the Musician must:

- (b) continue to perform his/her work as he/she would normally unless he/she has a reasonable concern about an imminent risk to his/her health or safety; and
- (c) comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
 - (i) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (ii) the work is not appropriate for the employee to perform; or
 - (iii) there are other reasonable grounds for the employee to refuse to comply with the direction.

The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.

SECTION 3 – EMPLOYMENT RELATED MATTERS

13. Classifications

A Musician is employed into a classification based on their category as a Tutti, Principal or Section Principal and a sub-rank (level) within that category, as listed in the tables in clauses 24(a) and 25(a).

14. Terms of Engagement

All Contract Musicians and Permanent Musicians who are full time must consider the Company as their primary work commitment. Musicians undertaking other performance activities will do so without compromising the quality of their work with the Company and with due regard to issues of health and safety. Musicians must gain permission from the Company prior to undertaking external professional orchestral work.

The Company may employ Musicians on a part time basis (for the avoidance of doubt, this excludes Casual musicians) in which case they are engaged on the same conditions as full time Musicians save that their paid entitlements accrue on a pro-rata basis calculated by reference to the proportion of full-time calls they are contracted to work. A Contract Musicians' employment will be fulltime except where part-time employment is requested by the Musician and agreed to by the Company.

15. Types of Engagement

Musicians' terms of engagement will be specified in writing, prior to the commencement of work and will come under one of the employment categories set out below.

(a) Contract Musician

Contract Musicians are employed on a fixed term or maximum term contract that stipulates a term of three years in duration. Their employment may be on a full time or part time basis and their initial term as a Contract Musician will be subject to a probationary period.

Renewal or extension of a fixed or maximum term contract is at the Company's absolute discretion. If a new or renewed contract is offered to a Contract Musician a minimum of three months' notice will be given. If the Company offers a Musician a new or renewed term, no audition is required and no probation period will apply.

A Company Policy will be developed to outline the process for renewal or extension of fixed or maximum term contracts. For the avoidance of doubt, Company Policy does not form part of this Agreement.

(b) Seasonal Musician

Musicians who are engaged for a defined period specified in the contract of employment that stipulates a term of less than one year's duration. Their employment may be on a full time or part time basis.

(c) Casual Musician

Musicians who are engaged by the call.

(d) Trial Musician

Musicians who are engaged on a short term basis for the purpose of determining the suitability of the musician for longer term employment. The term of a Trial Musician's employment will be specified in writing at the time of employment being offered and will be for a period no longer than six months unless exceptional circumstances apply.

(e) Permanent Musician

Musicians who, as at the Commencement Date, are employed on a permanent, full time, ongoing basis by the Company. Permanent Musicians will remain employed on that basis (i.e. they will not be employed pursuant to a fixed term or maximum term contract of up to three years in duration).

For the avoidance of doubt, Musicians who are employed on a permanent, full time, ongoing basis by the Company and are on any form of approved leave as at the Commencement Date are Permanent Musicians. Further, in the event that a Permanent Musician moves to another position in the Company's orchestra they will continue to be employed as a Permanent Musician.

16. Recruitment, Auditions and Appointment

The following procedures must be followed in respect of the recruitment, auditioning and appointment of Musicians (although additional steps or procedures may take place as part of the recruitment/audition/appointment processes at the Company's discretion):

(a) Contract Musician Auditions

An audition will be held as part of the selection process for the initial appointment of a Contract Musician. The Section Principal and/or Music Director and/or expert musician of the instrument in question will choose excerpts for auditions.

The identity of applicants will be confidential and auditions will be held behind screens for the first round only. In all subsequent rounds, the screens will be removed.

The Audition Panel may have discussions regarding candidates in any round but may not speak with the candidate during round one only.

Following each round the panel will conduct a Vote (by secret ballot) to determine if applicants will proceed to the next round.

At the conclusion of the final round a candidate who is successful in the final round Vote may be offered employment as a Contract Musician.

(b) Audition Panel

A panel will be chosen by the Section Principal and/or Concertmaster in consultation with the Music Director in accordance with Item 6 of Schedule 2 (the "**Audition Panel**"). With the exception of Music Director, Artistic Committee

Representative, Concertmaster and Deputy Concertmaster, all Audition Panel members must be a Contract or Permanent Musician. There must be a Musicians' Representative present at all auditions for Contract Musician positions.

If a vacancy occurs and the Music Director feels there is a lack of expertise within the orchestra, an expert musician of the instrument in question will be engaged. The expert is in an advisory capacity on the panel and does not participate in the Vote.

Interested parties (subject to consensus from Audition Panel in advance) may sit in on the first round of an audition only. Observers cannot participate in the Vote and must leave the room during any panel discussions. Observers must not interact with panel members or candidates.

Where a Musician is required to participate on an Audition Panel, it will be counted for the purposes of their Cyclical Call Count in accordance with clause 34 save that:

- if a Musician is scheduled to attend only one Audition Panel call on a single day, that call may be up to 4 hours in duration and count as one playing call (without overtime penalties); and
- if a Musician is scheduled to attend two Audition Panel calls on a single day, one of those Audition Panel calls may be up to 4 hours in duration and count as one playing call (without overtime penalties) provided that the total duration of both Audition Panel calls does not exceed 6 hours.

(c) Probationary period for Contract Musicians

If a candidate has secured an affirmative vote in the Vote conducted by the Audition Panel, and if Management finds no impediment to furthering the procedure, they will be offered employment as a Contract Musician and their employment will be subject to a probationary period of six months .

A panel comprising of at least two thirds of the Audition Panel (or Musicians acting in these positions) will be formed ("**Probation Panel**").

The Probation Panel will meet after three months of the Musician's employment to consider the candidate's progress and suitability for ongoing employment ("**Three Month Review**"). The Probation Panel has the option to hold a Vote (by secret ballot) to determine whether the Musician's probationary period will be ended prematurely, or whether they will remain on probation until the six month anniversary of their commencement. Formal feedback will be provided to the Musician at this stage.

If the Musician remains on probation after the Three Month Review, the Probation Panel will meet again shortly before the expiration of the six month probation period to hold a Vote (by secret ballot) as to whether the Musician has successfully completed their probation period, or whether they have not and their employment will be terminated ("**Six Month Review**").

The Probation Panel will seek feedback from members of the section concerned and the Artistic Committee prior to the Three Month Review and Six Month Review meetings. This feedback may take the form of:

- attending the meeting(s);

- providing collective written feedback; or
- sending a nominated spokesperson to the meeting(s).

Any person who is not a member of the Probation Panel will be required to leave the meeting following discussion. Their opinion will be considered but they will not participate in the Vote.

A notice will be put on the notice board advising the date and time of Probation Panel meetings.

At any stage during the probationary period, informal feedback is encouraged between the candidate and the principal(s) of the section and/or Concertmaster.

A Musicians' Representative will attend all review meetings and an HR representative will act as chairperson and minute taker.

(d) Trial period – employment as a Trial Musician

If more than one candidate is deemed suitable for appointment to a single Contract Musician vacancy by the Audition Panel, there is the option to offer each candidate a trial period by employing them as Trial Musicians, in order to determine if employment will be offered to one of those candidates.

The Audition Panel will meet every three months of each Trial Musician's term to consider the candidate's progress and suitability for longer term employment. Formal feedback will be provided to the candidate at this stage.

At the conclusion of all trial periods pertaining to a specific position the Audition Panel will meet to hold a Vote (by secret ballot) to determine if employment as a Contract Musician will be offered to any of the candidates who completed a term as a Trial Musician.

(e) Seasonal and Casual Auditions

An audition may be held at any time and in any place deemed reasonable and convenient by Management, the Music Director and/or Concertmaster and the appropriate Section Principal.

The minimum composition of the panel for auditions for Seasonal and Casual Musician positions will be either the Music Director or Concertmaster plus either the Section Principal or Associate Principal Musician.

The panel members will record their assessment on a prepared form and their recommendation will be reached by conducting a Vote.

Success in an assessment for a position as a Seasonal or Casual Musician is by no means an offer or guarantee of ongoing employment.

(f) Relocation Entitlements

Where a Musician's normal place of residence is outside a 100 kilometre radius of Melbourne CBD and as a consequence of employment for a term of 3 consecutive months or more, that Musician is required by the Company to move to Melbourne, they will be paid a relocation allowance based on the meals and incidentals allowance rates specified in clauses 58(c) and 58(d) for a maximum of three weeks from the date of arrival. For the purpose of determining eligibility for

this relocation allowance, Musicians are required to state their place of residence at the time of their audition.

In addition the Company will reimburse the aforementioned Musician's one-way fare at the commencement of the engagement. For the purposes of this clause, fares will only be reimbursed for economy class air service or at a similar standard on another mode of transport.

All other relocation costs reimbursement will be at the discretion of the Company having regard to factors including the distance and the individual's circumstances.

Where the normal place of residence of a Musician employed for a term of three months or less is outside a 100 kilometre radius of the Melbourne CBD, that Musician will be eligible for travel and touring benefits as detailed in clause 58 for the term of their engagement.

17. Flexible Working Hours

In accordance with the NES, a Musician may request a flexible working hours arrangement.

18. Higher Duties

In the absence of a Section Principal or Principal Musician, consultation will take place with the Concertmaster and Music Director (and Artistic Committee where appropriate) as to an appropriate replacement (if any).

If a Musician possessing the required competencies is asked by the Concertmaster and/or Music Director to temporarily undertake the duties of a higher classification (than the classification applicable to their employment) they are entitled to compensation for this as per clause 30(f) of this Agreement.

19. Step Down Facility

Contract and Permanent Musicians may be permitted to step down to a lower category if a vacancy exists in a lower category at the absolute discretion of the Company.

If the Company consents to the step down:

- (a) a Musician with less than 10 years' continuous service with the Company would step down to the highest ranking of the new category and the salary of that ranking will apply, but only until the end date set out in their current employment contract in the case of Contract Musicians;
- (b) a Musician with 10 or more years' continuous service with the Company would step down to the highest ranking of the new category but their current salary would be frozen and continue to apply, until such time as the new category salary exceeds their frozen salary amount, and only until the end date set out in their current employment contract in the case of Contract Musicians;
- (c) other arrangements may be considered where no vacancy exists in a lower category at the absolute discretion of the Company.

For the avoidance of doubt, if a Permanent Musician is permitted to step down to a lower category in accordance with this clause, they will remain employed as a Permanent Musician.

20. Termination

This clause 20 applies to all Musicians except for Casual Musicians.

For the avoidance of doubt, this clause does not apply to termination of employment by the Company without notice in the case of serious or wilful misconduct.

(a) Termination on notice

- (i) During a Musician's probationary period, a Musician's employment may be terminated by either the Company or the Musician giving one week's written notice.
- (ii) Subject to clause 20(a)(i) that applies during a probation period, the employment of Musicians who have completed less than one year's continuous service with the Company may be terminated by either the Musician or the Company by giving notice in writing as set out below:
 - Not less than four weeks' notice for Tutti Musicians.
 - Not less than six weeks' notice for Principal and Section Principal Musicians.
- (iii) The employment of employees who have at least one year of continuous service may be terminated by either the employee or the Company by giving notice in writing as set out below:
 - Not less than eight weeks' notice for Tutti Musicians.
 - Not less than thirteen weeks' notice for Principal and Section Principal Musicians.
- (iv) The Company may elect to make payment in lieu of part or all of the notice periods set out in sub-clauses (i)–(iii) above.
- (v) If a Musician fails to give the notice required by this clause 20(a), the Company has the right to deduct an amount equivalent to the notice the Musician failed to provide from monies owing to the Musician.

(b) Redundancy pay

If a Musician's employment is terminated on the ground of redundancy, the Company will pay the Musician redundancy pay in accordance with the NES as follows

| | Musicians period of continuous service with the employer on termination | Redundancy pay period |
|---|---|-----------------------|
| 1 | At least 1 year but less than 2 years | 4 weeks |
| 2 | At least 2 year but less than 3 years | 6 weeks |
| 3 | At least 3 year but less than 4 years | 7 weeks |
| 4 | At least 4 year but less than 5 years | 8 weeks |
| 5 | At least 5 year but less than 6 years | 10 weeks |
| 6 | At least 6 year but less than 7 years | 11 weeks |
| 7 | At least 7 year but less than 8 years | 13 weeks |

| | | |
|----|--|----------|
| 8 | At least 8 year but less than 9 years | 14 weeks |
| 9 | At least 9 year but less than 10 years | 16 weeks |
| 10 | At least 10 years | 12 weeks |

save that if the Musician is a Permanent Musician who was employed by the Company as at 31 March 2014 and their termination on the ground of redundancy becomes effective prior to the Nominal Expiry Date of this Agreement, the above NES redundancy pay does not apply and instead the Permanent Musician will be paid redundancy pay in accordance with the formula set out in clause 6.15 of the Orchestra Victoria Enterprise Agreement 2014. For the avoidance of doubt, the Orchestra Victoria Enterprise Agreement 2014 does not form part of this Agreement.

(c) Outstanding monies

The Company and the Musicians agree that any outstanding monies owed by a Musician on termination will be deducted from final payment of monies unless otherwise agreed prior to termination.

(d) Loss of proficiency – severance pay

Notwithstanding sub-clause 20(a) a Permanent or Contract Musician may be entitled to severance pay in accordance with clause 22(c) of this Agreement.

SECTION 4 – PERFORMANCE STANDARDS AND RELATED MATTERS

21. Annual Feedback

The Parties agree to develop and implement a structured process in consultation with the Artistic Committee during the term of this Agreement.

22. Loss of Proficiency

This clause 22 does not apply to Seasonal, Casual or Trial Musicians.

(a) Loss of Proficiency Procedure

The following procedure is to be followed where (in the Company's view) there is a loss of proficiency (although additional procedures may also be implemented at the Company's absolute discretion).

Section Principal (or Concertmaster in the case of a Section Principal and Music Director in the case of the Concertmaster) notifies the Human Resources representative of their intention to commence a loss of proficiency procedure prior to informing the Musician of the identified areas of inadequate performance which need to be addressed and that Stage 1 will be initiated.

Stage 1 – Informal Procedure

Section Principal monitors the areas of inadequate performance that are to be addressed by the Musician during a period of up to four weeks (weeks do not need to be consecutive) giving regular feedback to the Musician. If the inadequate performance persists at the end of this four week period, the Section Principal notifies the Human Resources representative of this.

The Human Resources representative and the Music Director will decide (at their absolute discretion) whether or not the Company will proceed to implement Stage 2.

Stage 2 – Preliminary to Formal Procedure

As detailed in **Schedule 2**, the Music Director will convene a Performance Assessment Committee ("**PA Committee**") to monitor the performance of the Musician over a period of four weeks (weeks do not need to be consecutive), after which the PA Committee will conduct a Vote (by secret ballot) to determine whether the Musician displays sufficient evidence of inadequate performance standards to necessitate proceeding to Stage 3 – Formal Procedure.

Stage 3 – Formal Procedure

The PA Committee will assess the performance of the Musician for a further period of up to eighteen weeks (weeks do not need to be consecutive). After the first 12 of these weeks, the PA Committee must meet to conduct a Vote (by secret ballot) on whether the Musician has displayed an inadequate performance standard in the identified areas of performance. If the result of the Vote is that the Musician has displayed an inadequate performance standard in the identified areas of performance, the Performance Standard Procedure will continue for a further six weeks (weeks do not need to be consecutive).

The PA Committee will meet after that period to conduct a Vote again (by secret Ballot). Where the result of the Vote is that the Musician has displayed an inadequate performance standard in the identified areas of performance, and no suitable alternative employment options exist, the Director of Orchestral Operations may terminate the Musician's employment with the Company with notice in accordance with clause 20(a) of this Agreement and the Musician will be entitled to a loss of proficiency severance payment in accordance with clause 22(c) of this Agreement.

(b) Halting the Procedure

The Company will have the option to halt the procedure at any stage.

(c) Resignation During Stage 2 or Stage 3 of the Procedure

If Stage 2 or Stage 3 of the loss of proficiency procedure contained in clause 22(a) has been commenced by the Company, the Musician may elect to terminate their employment by giving notice in accordance with clause 20(a) (i.e. retire or resign), in which case he/she will be entitled to a loss of proficiency severance payment according to his/her completed years of continuous service (based on his/her annualised salary) as follows:

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

(d) The Musician may have a representative of their choice present with them while discussions take place at any point in the procedure.

(e) If as at the Commencement Date, Orchestra Victoria's Performance Standard Procedure has been commenced in relation to a Musician, this clause 22 will not apply to that Musician and the Performance Standard Procedure set out in

Appendix 5 of the *Orchestra Victoria Enterprise Agreement 2014* will apply to that Musician. For the avoidance of doubt, the *Orchestra Victoria Enterprise Agreement 2014* does not form part of this Agreement.

23. Learning and Training

The Company will encourage, and at its discretion support, relevant professional development of its employees to:

- improve individual performance;
- maximise job satisfaction; and
- maximise the benefit to the Company.

SECTION 5 - WAGES, ALLOWANCES AND RELATED MATTERS

24. Ordinary Hours of Work and Rates of Pay for Musicians (excluding Casuals)

This clause does not apply to Casual Musicians.

(a) Pay Rates

Full time Musicians will be paid an annualised salary in accordance with the below table in respect of their ordinary hours of work, unless provided otherwise by this Agreement:

| Classification: | Annualised Salary – Full time employees (pro-rated for part time employees) |
|---------------------------|--|
| Tutti Musician | |
| <i>1st Level</i> | \$59,766 |
| <i>2nd Level</i> | \$61,805 |
| <i>3rd Level</i> | \$63,842 |
| <i>4th Level</i> | \$65,879 |
| <i>5th Level</i> | \$67,917 |
| <i>6th Level</i> | \$69,955 |
| <i>7th Level</i> | \$71,993 |
| <i>8th Level</i> | \$74,030 |
| <i>9th Level</i> | \$76,068 |
| <i>10th Level</i> | \$78,105 |
| Principal Musician | |
| <i>1st Level</i> | \$69,955 |
| <i>2nd Level</i> | \$71,993 |
| <i>3rd Level</i> | \$74,030 |
| <i>4th Level</i> | \$76,068 |
| <i>5th Level</i> | \$78,105 |
| <i>6th Level</i> | \$80,142 |
| <i>7th Level</i> | \$82,180 |
| <i>8th Level</i> | \$84,218 |
| <i>9th Level</i> | \$86,255 |
| <i>10th Level</i> | \$88,292 |
| Section Principal | |
| <i>1st Level</i> | \$74,030 |
| <i>2nd Level</i> | \$76,068 |
| <i>3rd Level</i> | \$78,105 |
| <i>4th Level</i> | \$80,142 |
| <i>5th Level</i> | \$82,180 |
| <i>6th Level</i> | \$84,218 |
| <i>7th Level</i> | \$86,255 |
| <i>8th Level</i> | \$88,292 |
| <i>9th Level</i> | \$90,330 |
| <i>10th Level</i> | \$92,367 |

The annualised rates set out above are inclusive of a roll up component for:

- Annual Leave Loading;
- Laundry Allowance; and
- Dress Allowance.

(b) Ordinary Hours of Work

The ordinary hours of work of a full time Musician are 32 playing calls per Designated Four Week Period.

For full time Musicians the Cyclical Call Count is 34 calls, comprising 32 playing calls, and up to two non-playing calls (those two non-playing calls being reasonable additional hours which do not attract additional remuneration, as a Musician’s annualised salary includes an amount to compensate for this).

A Musician may be rostered for any combination of calls, subject to the following:

- additional payment may be required in respect of some roster patterns in accordance with clause 24(d); and
- a Musician may only be required to work a maximum of two consecutive Weeks which contain 10 playing calls each Week.

For part time employees, the Cyclical Call Count is pro-rated accordingly.

If a full time or part time Musician works fewer calls than their Cyclical Call Count in a particular Designated Four Week Period, no deduction will be made from his/her salary in respect of that Designated Four Week Period.

(c) Calls in Excess of the Cyclical Call Count

If a Musician works a greater number of calls than their Cyclical Call Count, he/she will be paid additional wages on top of their salary on a ‘per call’ basis, at the applicable Base Call Rate set out in the below table (unless otherwise provided for in this Agreement):

| Classification: | Base Call Rate |
|---------------------------|-----------------------|
| Tutti Musician | |
| <i>1st Level</i> | \$143.67 |
| <i>2nd Level</i> | \$148.57 |
| <i>3rd Level</i> | \$153.47 |
| <i>4th Level</i> | \$158.36 |
| <i>5th Level</i> | \$163.26 |
| <i>6th Level</i> | \$168.16 |
| <i>7th Level</i> | \$173.06 |
| <i>8th Level</i> | \$177.96 |
| <i>9th Level</i> | \$182.86 |
| <i>10th Level</i> | \$187.75 |
| Principal Musician | |
| <i>1st Level</i> | \$168.16 |

| | |
|--------------------------|----------|
| 2nd Level | \$173.06 |
| 3rd Level | \$177.96 |
| 4th Level | \$182.86 |
| 5th Level | \$187.75 |
| 6th Level | \$192.65 |
| 7th Level | \$197.55 |
| 8th Level | \$202.45 |
| 9th Level | \$207.34 |
| 10th Level | \$212.24 |
| Section Principal | |
| 1st Level | \$177.96 |
| 2nd Level | \$182.86 |
| 3rd Level | \$187.75 |
| 4th Level | \$192.65 |
| 5th Level | \$197.55 |
| 6th Level | \$202.45 |
| 7th Level | \$207.34 |
| 8th Level | \$212.24 |
| 9th Level | \$217.14 |
| 10th Level | \$222.04 |

(d) Additional Payments

Musicians will be entitled to additional payment on top of their salary as follows:

| Circumstance: | Additional Payment: |
|--|--|
| Any call in excess of 10 playing calls in any Week | 50% of the Base Call Rate |
| A playing call in excess of 32 playing calls in a Designated Four Week Period | 100% of the Base Call Rate |
| A non-playing cover call in excess of 1 in a Designated Four Week Period where 32 calls have already been worked in that Designated Four Week Period | 100% of the Base Call Rate |
| A non-playing call in excess of 34 calls in a Designated Four Week Period | 100% of the Base Call Rate |
| A playing call in excess of 36 calls in a Designated Four Week Period | 150% of the Base Call Rate |
| Any call in excess of 40 calls in a Designated Four Week Period | 200% of the Base Call Rate |
| Where a playing call commences within less than one hour of the completion of a travel call | 50% of the Base Call Rate for the playing call only |
| Time worked past one hour and forty-five minutes without a break | Additional payment of 17.2% of the First Year Tutti Base Call Rate (\$24.71) for each 15 |

| Circumstance: | Additional Payment: |
|--|---|
| | minutes, or part thereof, the break is delayed |
| Where less than 3 days' notice is given of a schedule change | Additional payment of 17.2% of the First Year Tutti Base Call Rate (\$24.71) for each 15 minutes, or part thereof, which falls outside of the originally scheduled time |
| Where less than 48 hours' notice is given of a schedule change (except in the case of a Bona Fide Emergency) | Additional payment of 23% of the First Year Tutti Base Call Rate (\$33.04) for each 15 minutes, or part thereof, which falls outside of the originally scheduled time |
| Work in excess of 13 hours on a single day (including travel) | Additional payment of 17.2% of the First Year Tutti Base Call Rate (\$24.71) for each 15 minutes, or part thereof, beginning from the 14 th hour |
| Work on more than eight consecutive days | 100% of the Base Call Rate from the 9th consecutive day |
| A playing call in excess of two playing calls in a single day | 100% of the Base Call Rate |
| A call on a Sunday | In accordance with clauses 43 and 56. |
| A call on a public holiday | In accordance with clause 44. |

25. Rates of Pay – Casual Musicians

(a) Standard Casual Rates

Casual Musicians are paid on a 'per call' basis. The minimum rates of pay per call for Casual Musicians are outlined in the table below. These rates represent a premium on the equivalent full time hourly rate to reflect that Casual Musicians are not entitled to benefits such as personal leave, annual leave and pay for public holidays not worked.

| Classification: | Casual Call Rate |
|---------------------------|-------------------------|
| | |
| Tutti Musician: | |
| <i>1st Level</i> | \$147.65 |
| <i>2nd Level</i> | \$168.48 |
| <i>3rd Level</i> | \$184.10 |
| | |
| Principal Musician | \$202.47 |
| | |
| Section Principal | \$221.74 |

The per call rates set out above are inclusive of a roll up component for Laundry Allowances.

(b) Casual Penalty Rates

In some situations, a Casual Musician will be paid different rates from the Casual Call Rate, as follows:

| Circumstance: | Penalty Rate: |
|--|---|
| A playing call in excess of 10 playing calls in any Week | 150% of the Casual Call Rate |
| A playing call in excess of 36 playing calls in a Designated Four Week Period | 150% of the Casual Call Rate |
| Where a playing call commences within less than one hour of the completion of a travel call | 150% of the Casual Call Rate for the playing call only |
| Time worked past one hour and forty-five minutes without a break | Additional payment of 17.2% of the First Year Tutti Base Call Rate (\$24.71) for each 15 minutes, or part thereof, the break is delayed. |
| Where less than 3 days' notice is given of a schedule change | Additional payment of 17.2% of the First Year Tutti Base Call Rate (\$24.71) for each 15 minutes, or part thereof, which falls outside of the originally scheduled time |
| Where less than 48 hours' notice is given of a schedule change (except in the case of a Bona Fide Emergency) | Additional payment of 23% of the First Year Tutti Base Call Rate (\$33.04) for each 15 minutes, or part thereof, which falls outside of the originally scheduled time |
| Work in excess of 13 hours on a single day (including travel) | Additional payment of 17.2% of the First Year Tutti Base Call Rate (\$24.71) for each 15 minutes, or part thereof, beginning from the 14th hour |
| Work on more than eight consecutive days | 200% of the Casual Call Rate from the 9 th consecutive day |
| A playing call in excess of two playing calls in a single day | 200% of the Casual Call Rate |
| A call on a Sunday | 200% of the Casual Call Rate |
| A call on a day that is a public holiday in the state/territory in which the Musician is working. | 200% of the Casual Call Rate |

26. Consolidation of Levels

During the term of this Agreement the Company may reduce the number of levels within each Tutti, Principal and Section Principal category by up to half (i.e. 10 levels become 5 levels) provided that this does not involve a reduction in the rate of pay applicable to any of the existing classifications.

27. Remuneration Review and Progression to Higher Classifications

- (a) The minimum rates of pay set out in clauses 24(a), 24(c) and 25(a) will be increased as follows:

| Effective date: | Amount of increase: |
|------------------------|---|
| 1 December 2014 | 1.5% |
| 1 February 2015 | 1.5% |
| 1 February 2016 | 3%, except that should the CPI for the year to December 2015 be greater than 3%, the rates of pay will instead be adjusted by that CPI for the year to December 2015. |
| 1 February 2017 | 3%, except that should the CPI for the year to December 2016 be greater than 3%, the rates of pay will instead be adjusted by that CPI for the year to December 2016. |

- (b) The allowances set out in clause 30 are set based on the FYTBCR, as such where there is an increase to the FYTBCR pursuant to clause 27(a), the allowances in clause 30 will be adjusted accordingly.
- (c) Progression to a higher level within each category of Tutti, Principal or Section Principal (e.g. from Tutti 1st Level to Tutti 2nd Level) will be considered by the Company as part of the performance review process. The criteria for progression to the next level may include (but is not limited to) length of service, artistic performance and team work.
- (d) Salary and incremental increases are not automatic and are subject to a review of Company and individual performance.

A Company Policy will be developed to outline the process for incremental progression. For the avoidance of doubt, Company Policy does not form part of this Agreement.

28. Payment of Wages and Salary Sacrifice

- (a) Musicians are paid fortnightly by electronic transfer into a nominated bank account.
- (b) Musicians will receive pay advice slips detailing the pay day, the hours worked, gross pay, deductions, net pay, superannuation payments, annual leave balances and any other deductions from salary as agreed. The pay notification system will aim to make clear and transparent the basis upon

which the staff member is being paid.

- (c) Salary sacrificing is an arrangement which allows pre-tax deduction of certain amounts for such things as superannuation contributions and other allowable items. A Musician may choose to enter into a salary sacrificing arrangement that is within the Australian Tax Office Regulations and Guidelines and offered by the Company at its absolute discretion. The availability of salary sacrificing arrangements are subject to review or withdrawal in the event of legislative or other changes which would make the capacity to provide this facility non-viable. All Musicians are responsible for obtaining their own individual taxation advice.

29. Superannuation

- (a) The Company will make superannuation contributions to a complying fund of the Musician’s choice, on behalf of the Musician equal to the amount the Company is required to contribute to avoid incurring a charge under the Superannuation Guarantee legislation.
- (b) In addition, the Company will make superannuation contributions to a complying fund of the Musician’s choice, on behalf of the Musician, of an amount equal to 1% of a Musician’s [Superannuation Salary] in respect of the period from the Commencement Date until the Nominal Expiry Date of this agreement.
- (c) The Company fund is The Australian Ballet Superannuation Plan (BT) and the industry fund is Media Super.

30. Allowances

- (a) Instrument Allowance

Instrument Allowances will be paid fortnightly.

Each Musician who supplies an instrument to perform their duties with the Company (including Casual Musicians) will be paid an instrument upkeep allowance in respect of each playing call up to a maximum of 8 calls per Week as follows:

| Instrument | % of FYTBCR | Per call | Maximum per Week |
|------------------------------|--------------------|-----------------|-------------------------|
| String or Timpani | 1.7% | \$2.44 | \$19.54 |
| Woodwind | 1.5% | \$2.16 | \$17.24 |
| Brass, Percussion or Mallets | 1.2% | \$1.72 | \$13.79 |
| Harp | 3.0% | \$4.31 | \$34.48 |

A Timpani allowance is payable if a Musician provides his/her own Timpani.

A Percussion allowance is only payable if a Musician provides a Complete Percussion Kit, or a substantial part of the Complete Percussion Kit, pursuant to the definition in SECTION 13 - DEFINITIONS.

- (b) Doubling Allowances

If a Musician is required to play more than one instrument in the same call, he/she will receive an allowance of 14.5% of the First Year Tutti Base Call

Rate (\$20.83) per additional instrument per call actually worked, subject to the provisions of this clause.

A Percussionist will only receive this allowance in respect of each of the Xylophone, Vibraphone, Timpani, and either (but not both) Marimba and Glockenspiel.

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

- Group 1: Trumpet in A, Bb, C:
- Group 2: Flugelhorn, Cornet, and Rotary Valve or Fanfare Trumpets in any key;
- Group 3: Piccolo Trumpet in any key; any other Trumpet not listed above.

The following combinations of instruments will not be considered doubling:

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

(c) Substitution Allowance

Substitution means the playing, on the Musician's normal instrument(s) as defined in the job description, of any part scored for an instrument other than that/those outlined in the Musician's job description.

It is not substitution where:

- (i) it is traditional for the Musician to play a part written for another instrument; or
- (ii) for balance purposes a conductor calls upon a Musician to reinforce, on that Musician's normal instrument(s), a part written for another musician and that other musician is present in the Company's orchestra.

If a Musician is required to play a substitute part, they will receive an additional payment equal to 6% of the First Year Tutti Base Call Rate (\$8.62) in respect of each call they are required to do so.

(d) Meal Allowance

Where two consecutive calls constitute a single performance, a meal allowance equal to 17.5% of the First Year Tutti Base Call Rate (\$25.14) will be paid, provided that where the Company provides a substantial hot meal, the allowance is not payable.

(e) Stage Appearance

Where a Musician is required to appear on stage in costume and/or makeup as part of a performance, an allowance equal to 4.5% of the First Year Tutti Base Call Rate (\$6.47) will be paid per call.

Where a Musician is required on stage, the Musician's call will start when they are required on stage or:

- 15 minutes beforehand, where a costume or make-up is required;
- 30 minutes beforehand, where a costume and make-up is required.

Where a Musician is required on stage in costume and/or makeup, the Musician's call will end 15 minutes after they are released from stage.

Penalties as detailed in clauses 41 and 42 will be paid where the Musician's work exceeds call limits.

(f) Higher Duties Allowance

If a Musician is required to perform work for which a higher rate is prescribed in accordance with clause 18:

- where the higher duties are required to be performed for less than four consecutive weeks, he/she will be paid a higher duties allowance on a per-call basis at a rate equal to 14.5% of the First Year Tutti Base Call Rate (\$20.83); or
- where the higher duties are required to be performed for four consecutive weeks or longer, the Musician's salary (or, in the case of Casual Musicians, the Casual Call Rate) will be adjusted to the rate applicable to the higher duties for the period the higher duties are being performed. Once the Musician is no longer performing higher duties their salary returns to their normal rate of pay.

(g) Front-desk Allowance

Where a Tutti String Musician is required due to seasonal rostering to sit on the front desk of a section, that Musician will be paid an allowance equal to 5% of the First Year Tutti Base Call Rate (\$7.18) for that call.

(h) Set Up and Tuning Allowance

Musicians who are playing the Harp or Timpani during a call will be paid an additional fifteen minutes at single time for the purposes of tuning instruments prior to the commencement of that call. This time will not count towards overtime or penalty rate calculations.

The Percussion Section Principal (or Musician nominated to fill this role for a call) will be paid an additional fifteen minutes at single time for the purposes of setting up instruments when more than five instruments are required for a call. This payment is only applicable for the first and last call of a season or any call in a new venue or after the set-up has been struck for performance, rehearsal or operational requirements. No payment will be made if the set-up can be done within the call e.g. during interval of a mixed bill.

Where a Musician is required to move or set-up electronic or percussion equipment outside the scheduled time of a call they will be paid for this work at the rate of time and a half, in quarter hour divisors.

(i) Small Combinations

Musicians, except for Tutti Musicians, may be required to perform in

combinations of fewer than seven players. Tutti Musicians may be asked to perform in combinations of fewer than seven players, but cannot be required to do so.

(j) Solo Fee Payment

If a performance call includes an entire solo work, a solo loading may be paid to the Musician(s) involved. The amount of the loading is at the discretion of the Music Director.

Solos that are a standard part of ballet and opera repertoire will not attract additional payment.

(k) Late Travel Allowance

Where a Musician is detained at work beyond 11.30pm or until it is too late to travel home by the public transport the Company will provide a cab voucher to be used by the Musician to travel from work to the employee's home.

(l) Transport of Heavy/Bulky Instruments

The Company will reimburse the reasonable costs of transporting Heavy/Bulky Instruments (see SECTION 13 - DEFINITIONS) when they are to be used for the purpose of the employment, provided that such reimbursement is not payable where the Company provides transport for the instruments.

Where a percussionist or electronic instrumentalist is required by the Company to move equipment (which could not reasonably be transported by hand) to and from their place of employment, they will receive in addition to their normal pay an allowance equal to 15 minutes of work at single time.

31. Claiming of Allowances

Musicians agree to submit all claims for allowances within two weeks of the end of the run of the relevant ballet, opera or concert in respect of which they were incurred.

32. Provision and Insurance of Instruments

(a) Provision of Instruments

When required the Company will provide the following professional standard instruments:

- Timpani
- Percussion
- Harp
- Piano
- Contrabassoon
- Cornet
- Bb or C Trumpet
- D or Piccolo Trumpet
- Rotary Valve Trumpet
- Flugel Horn
- Wagner Tuba
- Alto Flute
- Oboe d'amore

- Bassett Horn
- Eb Clarinet
- Bass Clarinet
- Cimbasso

Monitoring the condition of instruments owned by the Company is the responsibility of the appropriate Principal Musician in conjunction with management.

Company owned instruments cannot be used for external work without first seeking permission from management.

(b) Insurance

The Company will reimburse 50% of the total annual premium paid by Musicians (excluding Casual, Seasonal and Trial Musicians), up to a maximum of \$250, for insurance of instrument(s) used in carrying out their duties. This amount may be increased at the Company's discretion, taking into account the value of instrument(s) supplied for work with the Company.

In the event of damage to a Musician's instrument which is sustained during the course of that Musician carrying out their duties any excess payable under the terms of the Insurance cover by the Musician will be reimbursed in full by the Company. If the instrument is not insured all costs are the responsibility of the instrument's owner.

For the purpose of this clause, "carrying out their duties" means:

- in a venue which is currently being used by the orchestra for rehearsal or performance;
- whilst on tour;
- travel on tour when the employer does not provide transport; and
- at all times inside the Company's business address.

It does not mean:

- travel to and from work; or
- travel on tour when the employer provides transport but such transport is not used by the musician.

SECTION 6 - WAYS OF WORKING

It is the responsibility of the Artistic Committee to ensure that an equitable distribution of workload is maintained across the Company's orchestra throughout the year. Rostering will be determined by Section Principals in consultation with the Artistic Committee and managed by Orchestra Management. The Company will monitor each Musician's attendance and workload and make this information available to Section Principals and/ or Joint Consultative Committee Representatives on request.

Workload is repertoire dependent and heavy periods will be planned in consultation with Section Principals, Artistic Committee and Joint Consultative Committee with due regard for respite and OH&S issues.

33. Counting of Calls

Calls are counted for the purpose of the Cyclical Call Count for all Musicians except Casuals, in accordance with the provisions of this Agreement.

Casual Musicians are paid on a 'per call' basis, but their calls are counted for the purpose of the casual penalty rates set out in this Agreement.

34. Types and Duration of Calls

A call:

- may be playing or non-playing;
- may be mandatory to attend, or discretionary/by invitation;
- start at a specified time;
- are deemed to end when the Musicians are permitted to leave the work area except in the case of a travel call when the call ends when the transport has arrived at the specified destination; and
- includes all intervals and breaks within a call as time worked.

Any Musician who is not present at the commencement of any call may have pay deducted at his/her single time rate for the period of absence.

Calls are classified and are of the durations (subject to the other provisions of this Agreement) as set out in the following table:

| Call type: | Duration: | Playing or non-playing | Mandatory or discretionary |
|-------------------------------------|--------------------|------------------------|----------------------------|
| Orchestral Reading | 2.5 hours = 1 call | Playing | Mandatory |
| Stop Start Recording | 2.5 hours = 1 call | | |
| Sitzprobe | 3 hours = 1 call | | |
| Piano Dress Rehearsal | 3 hours = 1 call | | |
| Stage Orchestral | 3 hours = 1 call | | |
| Dress or General Rehearsal | 3 hours = 1 call | | |
| Mixed Call | 3 hours = 1 call | | |
| Seating/Sound Balance/Performance | 3 hours = 1 call | | |
| Performance | 3 hours = 1 call | | |
| Playing Cover Call (when called in) | 3 hours = 1 call | | |
| Audition Panel | 3 hours = 1 call | | |

| | | | |
|--|---|-------------|---------------|
| | unless otherwise provided in clause 16(b) | | |
| Non-playing Cover Call (when not called in) | 3 hours = 1 call | Non-Playing | Mandatory |
| Travel Call | 4 hours = 1 call | | Mandatory |
| Hearing Tests | 3 hours = 1 call | | Mandatory |
| Annual Feedback | 3 hours = 1 call | | Mandatory |
| Full Orchestra Meeting | 3 hours = 1 call | | Mandatory |
| Section Principals Meeting | 3 hours = 1 call | | Mandatory |
| Section Meeting | 3 hours = 1 call | | Mandatory |
| Education Meeting | 3 hours = 1 call | | Mandatory |
| Trial Panel | 3 hours = 1 call | | Mandatory |
| Performance Assessment Committee Meeting | 3 hours = 1 call | | Mandatory |
| Artistic Committee Meetings | 3 hours = 1 call | | Discretionary |
| Joint Consultative Committee Meetings | 3 hours = 1 call | | Discretionary |
| OH&S Committee Meetings | 3 hours = 1 call | | Discretionary |
| Media Call – when rostered within Cyclical Call Count | 3 hours = 1 call | | Mandatory |
| Media Call – when Cyclical Call Count has been reached | 3 hours = 1 call | | Discretionary |

35. Playing Calls

A Playing Call means auditions, a performance, rehearsal or recording session or other work period where a musical instrument is played by the Musician.

a) Commencement of Playing Calls

Playing calls will not usually start prior to 10.00am.

For playing calls that are not performances, the call commences with the tuning process and Musicians are required to have their instruments and bodies warmed up (if applicable) prior to commencement.

All Musicians rostered for performances are expected to be at the venue to warm up 15 minutes before tuning and Musicians will sign the attendance sheet when they enter the building. This time does not count towards time worked.

b) Two-hour Playing Calls

Following a request from Management, Conductor and/or Musician(s), the Company may designate a playing call a two hour playing call at any time, at its absolute discretion. In the case of such designation, a rest break will not be taken and clause 40(a) will not apply.

c) Four-hour Rehearsal Calls

As part of preparation for performances, two rehearsal calls may be combined into one four-hour call. This four-hour call will count as two playing calls worked for the purposes of a Musician's Cyclical Call Count. In a four-hour call, two rest breaks must be taken: one of twenty minutes duration and one of fifteen minutes

duration. No period of work during a four-hour call will exceed ninety minutes.

d) **Mixed Calls**

A Mixed Call is a rehearsal or period of travel followed by a performance within the same call.

A Mixed call is up to three hours in duration and must include a minimum fifteen minute break before the performance.

e) **Seating/Sound Balance/Performance Call**

A Seating/Sound Balance/Performance Call is a seating or sound balance followed by a performance within the same call.

The seating/sound balance part of the call will be a maximum of 75 minutes in length.

A Seating/Sound Balance/Performance Call is up to three hours in duration and must include a minimum thirty minute break before the performance.

36. Non-playing Calls

A Non-playing Call means meetings, hearing tests, travel or other work period where a musical instrument is not played by the Musician.

A non-playing call will start at a specified time, usually not prior to 9.00am.

Non-playing calls will be scheduled in consultation with the Joint Consultative Committee with due regard for Musicians' workloads.

37. On Call/Covering

As part of their normal duties, a Musician may be required to be on call to replace a musician who is not able to play for a rehearsal or performance. If a Musician is on call, they are required to be contactable by telephone.

If a Musician is not required to play at the call they are covering, the call will count as a single non-playing call. If a Musician is called in to play, the call will count as a single playing call.

A Casual Musician will be paid 100% of the applicable Casual Call Rate regardless of whether or not they are called in to work.

In circumstances where a Musician is a designated cover (i.e. will be on call), notification of covering will be given no later than two weeks prior to the work concerned, however the covering Musician may be required to play another part in the case of an emergency.

A designated cover will discuss with their Section Principal or the Music Director which rehearsal(s) are appropriate to attend for preparation.

Section Principals will consult with members of their section to ensure that:

- covering arrangements are consistent with the relevant job descriptions;
- covering expectations have been clearly communicated;
- due care has been taken to ensure that a Musician's workload and/or artistic

integrity is not adversely affected by the arrangements.

38. Not Required

If a Musician is designated as Not Required for a scheduled call but the requirements for that call change and the Musician is subsequently required to attend the call – but is unable to do so:

- if notified within 48 hours of the call in question then the Musician can elect to take annual leave or leave without pay;
- if notified more than 48 hours before the call in question the Musician must take accrued annual leave, or if they do not have sufficient accrued annual leave, leave without pay.

39. Staged Return to Work

If a Musician takes a period of annual leave as directed by the Company in accordance with clause 46(j), they will not be required to work any performance calls during the first 7 days immediately following their return to work from annual leave, provided that this clause will apply once only in any calendar year. Should two periods of annual leave fall within this clause, the Company will designate the occasion on which the staged return to work will apply at its discretion.

SECTION 7 - WORKING HOURS AND RELATED MATTERS

40. Schedules

(a) Issuing of Schedules

A provisional schedule of calls for the following calendar year will be posted on the notice board by 1 November.

A draft schedule of calls for the following calendar year will be distributed to all full time Musicians by 1 December.

A weekly schedule will be issued no less than 7 days prior to the Week concerned.

The Company will endeavour to provide no less than two weeks' notice of repertoire and parts Musicians are rostered to play.

(b) Change of Schedule

Usually a Musician will be given not less than 5 days' notice of any change to a scheduled call.

If less than 3 days' notice of a change of schedule is provided, additional payment will be made in accordance with clauses 24(d) and 25(b). Where the change has been made necessary by a Bona Fide Emergency no penalty will be incurred.

(c) Cancellation of Rostered Shifts – Casuals

A Casual Musician will be given a minimum of 10 days' notice of cancellation of rostered call(s), or in the absence of such notice payment in lieu of the cancelled call(s) based on the Casual Call Rate set out in clause 25(a) will be made.

41. Breaks

(a) Rest Breaks during a Played Call

Where a playing call is to continue for more than two hours, a rest break of at least fifteen minutes will be given. A rest break is deemed over when the tuning note is sounded. Ninety minutes is the optimal maximum duration of work before a rest break is provided and no work period may continue beyond one hour and forty-five minutes, except in the circumstances outlined below, without a rest break.

The commencement of the rest break may be delayed with due consideration for OH&S and Artistic concerns of the Musicians when:

- in a Stage Orchestral, Dress Rehearsal, General Rehearsal or Performance Call, the length of the Act or scene runs longer than one hour and forty-five minutes. The relevant committees will be notified of such works being programmed in order to assess when a break is necessary; or
- a Bona Fide Emergency which makes it impossible to complete an act or scene within one hour and forty-five minutes.

When the Company calls a rest break which is less than 15 minutes this will be considered as time worked.

Penalties for time worked past one hour and forty-five minutes (except in the case

of a designated two hour call) will be paid for each 15 minutes, or part thereof, until a break is taken in accordance with clause 24(d) and 25(b). Time worked after the rest break up to three hours from the start of the call will then be paid at normal time.

(b) Breaks between two Rehearsal Calls

An unpaid break of at least one hour must be observed between each of two or more playing calls in a day.

(c) Breaks before evening Performance Calls

The break between a playing call on the same day as an evening performance call will be:

- between 1 and 3 hours duration or not less than 5 hours when working in the same venue;
- not less than 5 hours when the playing call and the performance call are at different venues.

(d) Breaks following an evening Call

Except by agreement between the Musician and the Company, the first call on any day must not commence within eleven hours of the Musician concerned last having worked.

(e) Cyclical Breaks

Full time Musicians must be provided with two days off, consecutive where practicable, in each fortnight. Each Musician will receive two consecutive days off at least once in each Designated Four Week Period. While the Company will endeavor to schedule said consecutive days off at regular intervals, the maximum period between consecutive days off will not exceed six weeks. The timing of Musicians' consecutive days off may be staggered across the Company.

(f) Work on more than eight consecutive days

No Musician will be required to work on more than eight consecutive days (including travel days) on more than three occasions in any calendar year. Penalty rates will apply for any work on more than eight consecutive days in accordance with clause 24(d) and 25(b).

42. Overtime

For the purposes of this clause, overtime is extra time worked when any part of a call is outside of the prescribed time except that, where the time limit of a call is exceeded by two minutes or less, such time will not be counted for the purposes of this clause.

A Musician will work reasonable overtime when required to do so by the Company with due regard given to artistic standards and OH&S.

Overtime may not exceed one hour in duration except in the case of Dress or General Rehearsals, Performances or Bona Fide Emergencies.

Musicians will be paid the following in respect of any overtime they are required to work:

| Unrostered overtime: | Overtime rate: | |
|------------------------|-----------------------------------|------------------------------|
| | Full time and part time Musicians | Casual Musicians |
| Between 7am – midnight | 150% of the Base Call Rate | 150% of the Casual Call Rate |
| Between midnight – 7am | 200% of the Base Call Rate | 200% of the Casual Call Rate |

The time worked as overtime will be calculated up to the next quarter of an hour.

The following does not count as time worked or overtime:

- the 15 minute warm up time at the venue prior to performance calls that commences 15 minutes prior to tuning;
- a period in respect of which a Set Up and Tuning Allowance is paid in accordance with clause 30(h); or
- a period in respect of which Heavy/Bulky Instruments allowance is paid in accordance with clause 30(l).

43. Work on a Sunday

This clause does not apply to Casual Musicians.

- (a) The Company may require Musicians to work on up to 6 Sundays in any calendar year.
- (b) Up to 6 calls worked on Sundays in each calendar year will be counted as single playing calls for the purposes of the Cyclical Call Count and will not attract additional payment except:
 - (i) where calls are worked on more than two consecutive Sundays, each call on the third and subsequent consecutive Sundays will entitle the Musician to an additional payment equal to the applicable Base Call Rate;
 - (ii) any calls worked on Easter Sunday will entitle the Musician to an additional payment equal to the applicable Base Call Rate;
 - (iii) if more than one call is worked on a single Sunday, the second and subsequent calls will entitle the Musician to an additional payment equal to the applicable Base Call Rate.
- (c) If a Musician works in excess of 6 Sundays in a calendar year, any calls on the seventh and any subsequent Sundays will count as one playing call for the Cyclical Call Count and will entitle the Musician to an additional payment equal to the applicable Base Call Rate.
- (d) If a Musician works two calls on a Saturday, one call the next day (Sunday), and one or more calls on the following day (Monday), each call worked on that Monday will count as one playing call and entitle the Musician to an additional payment equal to the applicable Base Call Rate.

44. Public Holidays

This clause does not apply to Casual Musicians.

- (a) For the purposes of this clause, 'public holiday' means a day that is gazetted as a public holiday in Victoria, regardless of where the Musician is working.
- (b) A Musician may be required to work on a public holiday, except for Christmas

Day and Good Friday.

- (c) Each call worked by a Musician on Labour Day will count as one playing call and the Musician will be paid the applicable Base Call Rate (in addition to his/her salary).
- (d) Each call worked by a Musician on public holidays other than Labour Day will count as one playing call and the Musician will be paid 50% the applicable Base Call Rate (in addition to his/her salary).
- (e) If a Musician is not rostered to work on a public holiday, one playing call will be counted for the purposes of the Musician's Cyclical Call Count.

SECTION 8 - ATTENDANCE AND LEAVE MATTERS

This Section does not apply to Casual Musicians, save for clauses 48 and 53.

45. Annual and Long Service Leave and the Cyclical Call Count

If a Musician is absent for seven consecutive days as a result of a period of annual leave or long service leave (including where the Musician was not rostered on the Sunday that falls within the seven consecutive days):

- 8 calls are counted as playing calls for the purpose of the Musician's Cyclical Call Count; and
- 8 calls are deducted from the Musician's applicable leave balance.

If a Musician is absent for less than seven consecutive days due to annual leave or long service leave:

- 1.33 calls are counted as playing calls in respect of each day the Musician is absent for the purpose of their Cyclical Call Count, rounded to the nearest half call in respect of each consecutive period of leave; and
- 1.33 calls are deducted from the Musician's applicable leave balance in respect of each day the Musician is absent, rounded to the nearest half call in respect of each consecutive period of leave;
- save that if a Musician is absent on a Sunday, no call will be counted and no deduction will be made from the applicable leave balance.

46. Annual Leave

- (a) Annual leave shall be given at a time fixed by the Company. Notice given to employees of the timing of annual leave shall be as much as is practicable and not less than eight weeks.
- (b) A full time Musician is entitled to 4 weeks (32 calls) of annual leave on full pay for each year of service. This entitlement is pro-rated for part time Musicians and in respect of incomplete years of service.
- (c) A Musician's annual leave accrues progressively and accumulates from year to year.
- (d) Where a public holiday falls within a period of annual leave an additional day will be added to the period of leave.
- (e) The Company may allow annual leave to be taken in advance – i.e. before a Musician has accrued the amount of annual leave in accordance with sub-clause 46(c) above. Where this occurs, further annual leave does not commence to accrue until the leave balance is no longer in deficit.
- (f) Where annual leave has been granted to a Musician in advance and the Musician subsequently leaves or is discharged before completing the necessary accrual period, the Company may deduct the amount of such excess from any remuneration payable.
- (g) When employment ends, any accrued annual leave that has not been taken by the Musician will be paid out in full.

- (h) The Company and a Musician may agree that the Musician will cash out some of his/her accrued annual leave provided that:
 - each time annual leave is cashed out, it is recorded in a separate written agreement;
 - the Musician must have at least 32 calls of paid annual leave accrued after the cash out if they are full time, and the pro-rated equivalent if they are part time; and
 - the Musician must be paid the full amount that he/she would have been paid had the Musician taken the leave that was cashed out.
- (i) A Musician on annual leave will not be recalled for duty except by agreement between the Company and the Musician.
- (j) The Company may require a Musician to take annual leave by giving at least eight weeks' notice where more than eight weeks' annual leave is accrued.

47. Personal Leave

A full time or part time Musician, who is absent from work on account of personal illness or injury (sick leave), or to provide care and support to a member of their immediate family or household who requires care or support because of a personal illness or injury or unexpected emergency affecting that person (carer's leave), will be entitled to paid personal leave subject to the following conditions:

- (a) A full time Musician accrues 16 calls of paid personal leave for each year of service. This entitlement is pro-rated for part time Musicians and in respect of incomplete years of service.
- (b) Personal leave is accrued progressively and accumulates from year to year.
- (c) If a Musician is absent from all or part of a call due to paid personal leave, for the purpose for the Cyclical Call Count the call will be counted as if it had been worked.
- (d) One call will be deducted from a Musician's personal leave balance in respect of each call that they are absent on paid personal leave. In the event that a Musician is absent from part of a call due to paid personal leave, a pro-rated deduction will be made from their personal leave balance based on the proportion of the call that they were absent, rounded up to the nearest hour.
- (e) A Musician will not be entitled to paid personal leave for any period of absence in respect of which he/she is paid workers' compensation pursuant to the AC Act.
- (f) The Musician will inform the Company of his/her inability to report for duty by 1pm for an evening call and by 9am for any other call on the day of the commencement of personal leave absence, and if practicable state the nature of his/her injury or illness and the estimated period of absence.
- (g) A Musician who takes carer's leave must provide satisfactory evidence of the nature of the injury, illness or emergency affecting the person they are caring for.
- (h) A Musician who takes sick leave must provide a medical certificate certifying the nature of their illness or injury, except that a Musician will be allowed to

take up to six calls of sick leave in any 12 month period without producing a medical certificate provided that their absence is a single day absence.

- (i) For the purposes of this clause, "immediate family" means a Musician's spouse (including a de facto partner or former spouse), a child or ex-nuptial child, parent, grandparent, grandchild or sibling of the Musician or Musician's spouse.
- (j) A Musician returning from an extended period of personal leave will confirm their intention of returning to work by not less than two weeks' notice in writing to the Company.

48. Compassionate Leave

- (a) A Musician is entitled to up to three days of compassionate leave on each occasion a member of the Musician's immediate family or household gets an injury or illness that threatens their life or dies; and up to one day of compassionate leave on each occasion that an extended family member or a close friend gets an injury or illness that threatens their life or dies.
- (b) The Company may require a Musician to produce evidence of the need for such leave.
- (c) For Musicians other than Casual Musicians:
 - compassionate leave is paid leave; and
 - a call that is not worked due to the Musician taking paid compassionate leave counts as though it had been worked for the purpose of the Cyclical Call Count.
- (d) For Casual Musicians compassionate leave is unpaid and is not counted as a call worked.

49. Parental Leave

- (a) Any period of leave granted in accordance with this clause (maternity, partner or adoption leave) will not be regarded as constituting a break in the continuity of the employment of the Musician for the purpose of calculating long service leave and other benefits.
- (b) Nothing in this clause will affect the right of the Musician to take and be paid for any annual leave, long service leave and personal leave the right to which has accrued at the date of commencement of parental leave.
- (c) A Musician upon returning to work after parental leave (maternity, partner or adoption) will be entitled to the position which he/she held immediately before proceeding on such leave, provided that the Musician is physically fit and able to commence work at the conclusion of the leave in accordance with the Musician's contract of employment.
- (d) When both parents are employed by the Company and both eligible for either maternity or partner leave, the combined paid maternity and partner leave available to both parents (if eligible) is sixteen weeks.
- (e) For the purpose of a Musician's Cyclical Call Count, 8 playing calls will be

counted in respect of each week of parental leave taken.

50. Maternity Leave

A Musician who becomes pregnant and has at least 12 months continuous service with the Company as at the date of birth (or expected date) will, upon application to the Company, be entitled to:

- (a) up to 52 weeks leave (comprising up to 14 weeks' paid leave and up to 38 weeks' unpaid leave) in the lead up to and following the birth of the child provided that such period of leave will be unbroken and will not extend beyond the child's first birthday;
- (b) in accordance with the Act, request an extension to the period of leave granted (as per ii above) for a further period of up to one year.

A Musician will confirm her intention of returning to work by notice in writing to the Company not less than 4 weeks prior to the expiration of her period of maternity leave.

A female Musician who becomes pregnant and has less than 12 months service with the Company as at the date of birth (or expected date) may be entitled to such unpaid leave within the period of her contract as is mutually agreed.

51. Partner Leave

A Musician with at least 12 months continuous service when their partner gives birth to a child will be entitled to:

- (a) paid partner leave of up to two weeks, provided it is taken at a mutually agreed time and not necessarily in consecutive weeks;
- (b) a period of unpaid partner leave, the total of which will not exceed 52 weeks, in order to be the primary care giver of the child, provided that such leave will not extend beyond the child's first birthday;
- (c) in accordance with the Act, request an extension to the period of leave granted under ii above for a further period of up to one year.

A Musician will confirm his/her intention of returning to work by notice in writing to the Company not less than 4 weeks prior to the expiration of Partner leave.

52. Adoption Leave

A Musician with at least 12 months continuous service as at the date (or expected date) of adoption of a child will be entitled to the following Adoption Leave:

- (a) paid adoption leave of up to 14 weeks if the Musician is the primary carer of the newly adopted child in which case the Company may require evidence of primary carer status;
- (b) paid partner leave of up to two weeks to be taken at a mutually agreed time and not necessarily in consecutive weeks if the Musician is the partner of the initial primary carer of a newly adopted child.

When both parents are Musicians employed by the Company and eligible for adoption leave, the combined paid adoption leave entitlement is 14 weeks.

53. Long Service Leave

- (a) A Musician who has 10 years of continuous service is entitled to 9 weeks long service leave with pay to be taken in a single period, or if approved by the Company in more than one period provided that it is taken in blocks of complete weeks, subject to any more generous entitlements under applicable legislation, save that Permanent Musicians who are employed at the Commencement Date of this agreement will be entitled to thirteen weeks long service leave in respect of their first 10 years of continuous service.

On an annual basis following this initial 10 year period, a Musician will accrue nine days long service leave per calendar year.

- (b) On the completion of seven years' service a Musician may request pro-rata long service leave of one, two, three or four weeks. Such a request will not be unreasonably refused provided that the granting of such leave will not interfere with or impinge upon the artistic program of the Company, in the opinion of the Music Director and/or Concertmaster.
- (c) The Company may direct a Musician to take accrued long service leave with three months' notice.
- (d) A Musician will not receive any pay-out in respect of accrued but unused long service leave unless the Musician has at least seven years' continuous service with the Company as at the date of the termination of his/her employment.
- (e) Where a Public Holiday falls during a period of long service leave, an extra day will be added to the period of leave.

54. Other Types of Leave

Eligible Musicians may be able to avail themselves of other types of paid and unpaid leave, in accordance with applicable laws, or Company Policy (in which the leave will be granted at the Company's absolute discretion). For the avoidance of doubt Company Policy is not incorporated into this Agreement.

This may include:

- Jury Leave
- Emergency Services Leave
- Defence Forces Leave
- Competitions Leave
- Industrial/Union Leave
- Religious Observance Leave

A call that is not worked where leave is granted pursuant to this clause will be counted as though it had been worked for the purpose of a Musician's Cyclical Call Count.

55. Leave for Industrial Relations Proceedings

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

A call that is not worked where leave is granted pursuant to this clause will be counted as though it had been worked for the purpose of a Musician's Cyclical Call Count.

56. Mid-Year Break

This clause does not apply to Casual Musicians.

- (a) Musicians will be provided with a Mid-Year Break that comprises seven consecutive days where no work is scheduled.
- (b) For the purposes of this clause, "Penalty Free Sunday Call" means a Sunday call that did not attract additional payment in accordance with clause 43(b) of this Agreement.
- (c) The Mid-Year Break will be a paid break on the condition that if a Musician ceases employment with the Company and:

- (i) has taken a Mid-Year Break that calendar year but has worked fewer than 6 Penalty Free Sunday Calls in that calendar year, an amount equal to:

[the number of Standard Sunday Calls the Musician was rostered to work for that calendar year x the applicable Base Call Rate]

less

[the number of Standard Sunday Calls worked x the applicable Base Call Rate],

will be deducted by the Company from the Musician's final payment; or

- (ii) has not taken a Mid-Year Break that calendar year but has worked one or more Penalty Free Sunday Calls, the Company will pay the Musician, in their final wages payment, an amount equal to:

[the number of Standard Sunday Calls the Musician worked]

x

[the applicable Base Call Rate]

- (d) For the purpose of the Cyclical Call Count, the Mid-Year Break will count as six playing calls.
- (e) The timing of Musicians' Mid-Year Breaks may be staggered, i.e. all eligible Musicians may not be on the mid-year break at the same time.
- (f) Eligible Musicians will be notified of the dates of their Mid-Year Break no less than 8 weeks in advance.
- (g) The Mid-Year break will be scheduled as near as practicable to the month of July.
- (h) For each public holiday that falls during a Musician's Mid-Year Break, an extra day will be added onto the break.

SECTION 9 - TRAVEL AND TOURING

Allowance rates detailed in this section are applicable to domestic travel and domestic touring only and are current as at 30 June 2014. The allowances in this section, except for the kilometre-based allowance set out in sub-clause 58(e)(iv), will be adjusted on 1 July each year in line with the Award until the Nominal Expiry Date.

57. Travel Calls – Domestic

Where the Company requires a Musician to travel to a place more than 48 kilometres from the Melbourne GPO in order to carry out their duties, such travel counts as a travel call.

Where the time actually travelled exceeds four hours in the aggregate on any one day, such travel counts as two calls.

If there is less than one hour between the termination of travel and the commencement of a playing call, an additional amount or penalty will be paid in accordance with clause 24(d) and 25(b) for the playing call only.

(a) Travel by land

The call will begin at the scheduled time, or in the event of late arrival of a Musician(s), when all Musicians are ready to travel. Notwithstanding this, travel will be deemed to begin no later than fifteen minutes after the scheduled time.

Unless agreed by a majority of the Musicians travelling together, a rest break of twenty minutes will be taken within a four (4) hour travel call. Should the break(s) extend past twenty minutes, the time in excess of twenty minutes will not be included in the call time and will not attract any payment.

Time actually travelled means the time elapsed between the designated departure point and the arrival time at the destination.

(b) Air Travel

The call will begin at the commencement of the nominated transport call time and will conclude thirty minutes after the aircraft's actual arrival time at the airport.

A Musician required to travel to or from an airport on Company arranged flights will have such travel provided by the Company, or will be reimbursed to a maximum of \$38.56 per person for any single trip. This reimbursement will be paid to the Musician in advance of travel. Where a Musician arranges their own flights, there is no reimbursement for travel to and from the airport.

Time actually travelled means the time elapsed between the flight departure time and landing.

58. Travel Allowances – Domestic

(a) Fares

Where the Company requires a Musician to travel to a place more than 48 kilometers from the Melbourne GPO in order to carry out their duties, the Musician will be reimbursed up to the cost of an economy class ticket or equivalent to the destination. This provision will not apply where the Company provides adequate transport.

(b) Accommodation

- (i) The Company may provide Suitable Accommodation or alternatively it may elect to reimburse Musicians the cost of accommodation up to the following weekly limits:

| Destination | Weekly amount |
|--------------------------------------|---------------|
| Sydney and Melbourne | \$1120.00 |
| Adelaide, Hobart, Perth and Brisbane | \$790.63 |
| Canberra | \$962.80 |
| Other places | \$737.01 |

If applicable, reimbursement must be made weekly or as mutually agreed subject to the Musician presenting a tax invoice and receipt for the accommodation.

(ii) Shared accommodation:

- Where the Company and Musicians agree in writing, shared accommodation may be provided by the Company. The Company must retain a copy of any such agreement.
- Where the Company is not providing accommodation and two Musicians agree to share accommodation an allowance up to 62.5% of one daily 'own arrangements' allowance as per sub-clause 58(b)(iii) of this clause will be paid to each Musician. This payment is in addition to meals and incidentals allowances with a maximum of five allowances payable per week.
- Where there are special circumstances which the Company considers preclude it from being able to provide Suitable Accommodation the Company will provide information to the Musicians setting out the special circumstances and the nature of the accommodation to be provided. The Musicians will meet to consider the request and, if a majority agrees, shared accommodation may be provided.

(iii) 'Own Arrangements' Accommodation

- In lieu of the provisions of sub-clause 58(b)(i), a Musician may elect to take an allowance of \$887.15 per week, or \$177.43 per night capped at the weekly allowance amount of \$887.15.
- Where a Musician elects to take this allowance it will be paid in advance but up to a maximum of one week in advance.

(iv) Notice of travel to be given:

- When any travel in excess of one week in duration is required as much notice as is practicable and at least 14 days' notice must be given to Musicians.
- Such notice will include details of the accommodation if it is to be provided by the Company.
- Where a Musician has a choice between Suitable Accommodation and an allowance pursuant to sub-clause 58(b)(iii), the Musician must indicate within fourteen days of the offer of accommodation whether they propose to accept the offer unless it is impractical to do so.

(v) Any dispute as to the operation of this clause or as to whether accommodation provided by an employer is Suitable Accommodation as is required by this clause must be dealt with in accordance with the dispute resolution procedure in clause 12.

(c) Meals Allowance

A Musician required to travel will be provided by the Company with all meals or paid an allowance up to a maximum of \$258.08 per week (seven days). Where the travel is five days or less, or for part-weeks at the beginning or end of a tour, the allowance will be \$51.63 per day.

Where the Company provides meals, individuals with demonstrated special dietary needs will be catered for accordingly or the Musician(s) concerned will be provided with the allowance.

Where the period of travel required is less than a day this allowance will only be paid if more than one call is worked (including travel calls).

(d) Incidentals Allowance

A Musician required to travel will be paid an allowance for incidentals up to a maximum of \$69.41 per week (seven days). Where the travel is five days or less, or for part-weeks at the beginning or end of a tour, the allowance will be \$13.86 per day.

Where the period of travel required is less than a day this allowance will only be paid if more than one call is worked (including travel calls).

(e) Use of Private Transport

- (i) When a Musician chooses to make his/her own way to the next working venue and journeys by private car, the owner/driver or passenger will use the motor vehicle at his/her own risk and the Company, its servants and agents will have no liability to the Musician other than (if any) imposed by the AC Act for any loss, damage or expenses suffered by him/her as a result of the use of the motor vehicle.
- (ii) Where a Musician requests (and the Company agrees) to make their way from one working venue to another and journeys by car, they will be paid an allowance equal to the money that would have been paid on his/her travelling by the form of transport by which the remainder of the Company

travels provided that the cost to the employer is no greater than it would have been if all Musicians used transport provided by the Company.

- (iii) If a Musician has permission from the Company to use private transport for interstate travel, travel time on private transport will be counted for the purposes of the Cyclical Call Count on a call basis as though the Musician had travelled by the transport provided by the Company, or as agreed in advance if the Company is not providing transport for any Musicians.
- (iv) When a Musician attends one work venue and then is required to attend elsewhere by the Company, a taxi or suitable alternative will be provided. Where a Musician agrees at the request of the Company to use private transport, the Musician will be paid an allowance per kilometer that is equal to the prevailing 'rates per business kilometre' set by the Australian Taxation Office, which as at the Commencement Date are anticipated to be:

| Engine capacity | | Cents per kilometre |
|---|--|---------------------|
| Ordinary car | Rotary engine car | |
| 1600cc (1.6 litre) or less | 800cc (0.8 litre) or less | 63 cents |
| 1601cc – 2600cc (1.601 litre – 2.6 litre) | 801cc – 1300cc (0.801 litre – 1.3 litre) | 74 cents |
| 2601cc (2.601 litre) and over | 1301cc (1.301 litre) and over | 75 cents |

59. Overseas Touring

Terms and conditions for overseas touring will be determined after the appropriate consultation with committees and Musicians' Representatives.

SECTION 10 - RECORDING AND BROADCAST

60. Recording and Broadcast Arrangement

The Recording and Broadcast Arrangement (“**Arrangement**”) applies to Musicians whose work will be recorded and/or broadcast. The Arrangement sets out:

- purposes for which recording and broadcasts may be made and exploited;
- royalty distribution;
- allied issues for all employees and contracted personnel;
- a review of the Arrangement by the end of 2014.

A summary of the Arrangement is included in this Agreement in Schedule 3.

Changes to the Arrangement would be addressed in accordance with the Consultation clause contained herein (clause 10).

61. Audio Recordings for The Australian Ballet

Non-commercially released recordings may be made for the below purposes relating to activities of The Australian Ballet when the use of live orchestra is not practicable (other than for financial reasons):

- competitions (e.g. international dance competitions);
- guest appearances with other organisations for which no live orchestra is provided;
- regional tours where there is no capacity for live orchestra;
- outdoor performances where there is no capacity to use a live orchestra (e.g. Brisbane River Stage); and
- other circumstances subject to agreement.

Use of these recordings will not attract royalties, fees or other payments in excess of what a commercial recording would cost to be used for the same purpose.

The recordings may be made during normal hours of work without additional payment.

It is a condition of use that Orchestra Victoria is appropriately acknowledged at the performance for the use of such recordings.

62. Personal Reference Recordings

- (a) Any individual working with the Company (including external parties and Company employees) may record material being played (such as a rehearsal), provided that they are personally involved in or preparing for a performance of that material.
- (b) The recording will be audio only.
- (c) The recording is only for personal reference purposes and is only to be used towards the final result of the performance of the current work. Any Personal Reference Recording must be destroyed by the end of the respective season or performance and an agreement to that effect must be signed prior to making the recording.
- (d) The conditions above have no bearing on any other type of recording

agreement in place.

- (e) Requests must be made in advance and permission must be in writing from the Director of Operations in consultation with the Musicians' Committee President and/or Music Director as appropriate.

SECTION 11 – WORK HEALTH AND SAFETY MATTERS

63. Occupational Health & Safety (OH&S)

The Company is committed to a standard of excellence to create, perform and promote music performances at the highest possible standard of health and safety. This commitment extends to all our employees, contractors, guest artists, volunteers and visitors, in all premises we own or occupy.

The Company will:

- Strive to foster a workplace environment which upholds the values of trust, dignity and respect for all staff and the communities we serve.
- Comply with, or exceed, all relevant legislation, applicable industry standards and guidelines.
- Comply with all relevant policies and procedures within the premises we operate or occupy.
- Consult and communicate with employees to drive and promote continual improvement in occupational health, safety, claims, rehabilitation and environmental performance.
- Ensure that all managers and supervisors have undertaken appropriate training and are aware of their moral and legal responsibilities.
- Provide sufficient information, instruction, training and supervision necessary to enable employees to work safely.
- Commit to the provision of a supportive and non-bullying work environment for any persons in our workplaces.
- Provide support and assistance to employees to promote psychological health and well-being in the workplace.
- Provide and maintain work equipment that is safe and does not create health risks.
- Commit to eliminate preventable work-related injuries and illness through good risk management practices to control foreseeable hazards.
- Promote an open and early reporting culture, best practice injury prevention and return to work programs.
- Conduct regular reviews and evaluations of the health and safety management systems in place.

64. OH&S Committee

The Company will set up an OH&S Committee that will include two Musicians elected annually by all Musicians employed by the Company, to represent the Musicians in discussions on OH&S matters.

Further details of the OH&S Committee are set out in [Schedule 2](#) to this Agreement.

65. Staff Facilities

The Company will use its best endeavors to ensure that in performance venues and places of rehearsal suitable toilet and washing room facilities are available and that suitable ventilation and heating is provided in dressing rooms, places of rehearsal and other indoor areas where Musicians are required to work.

The Company will provide wherever possible facilities for making tea or coffee.

Where possible, a suitable green room or equivalent for the use of Musicians will be provided by the Company in performance venues and at places of rehearsal.

66. Workers' Compensation

All Musicians will be insured by the Company as required by the AC Act as in force from time to time.

The arrangements for compensating Musicians who are injured at work will be consistent with applicable legislation.

Where a Musician becomes entitled to weekly compensation payments pursuant to the AC Act, the Company will pay to the Musician an amount equivalent to the difference between the amount received by way of workers' compensation and:

- for Musicians (excluding Casual Musicians): the Musician's weekly base salary at the time of the injury (being 8 x applicable Base Call Rate); or
- for Casual Musicians: the Musician's average weekly wages for the month immediately preceding the injury (or if the Musician has worked for the Company for less than a month, the average for the time worked).

This top-up payment made by the Company is limited to a maximum period of 26 weeks.

SECTION 12 - FLEXIBILITY

67. Flexible Use of Musicians

Where Musicians cannot be usefully employed in their normal duties for a period exceeding 24 hours because of any stoppage of work unavoidable by the Company, strike, or any breakdown of machinery, the Company will endeavour to redeploy Musicians to another area of its operation.

Where a Musician cannot be temporarily redeployed then he/she will elect one of the following options:

- use any accrued annual leave, or
- take leave without pay.

Any time lost by taking leave without pay does not break the continuity of employment of the Musician(s) for the purpose of any entitlements.

In the event that the delivery of services recommences during the day on which the incident or situation occurs, and staff are required to return to duty, and they do so, there will be no time loss recorded.

68. Individual Flexibility

- (a) The Company and a Musician covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
 - (i) the arrangement deals with Claiming of Allowances (clause 31); and
 - (ii) the arrangement meets the genuine needs of the Company and the Musician; and
 - (iii) the arrangement is genuinely agreed to by the Company and the Musician.

- (b) The Company must ensure that any individual flexibility arrangement entered into under this clause:
 - (i) result in the Musician being better off overall than the Musician would have been if no individual arrangement was made;
 - (ii) is about permitted matters under section 172 of the Act; and
 - (iii) is not an unlawful term under section 194 of the Act.

- (c) The Company must ensure that any individual flexibility arrangement made under this term:
 - (i) is in writing and signed by the Company and Musician, and if the Musician is under 18, by a parent or guardian of the Musician;
 - (ii) includes details of:
 - the term(s) of the enterprise agreement that will be varied by the arrangement; and how the arrangement will vary the effect of the term(s); and
 - how the Musician will be better off overall in relation to the terms and conditions of his/her employment as a result of the arrangements; and
 - states the day on which the arrangement commences.

- (d) The Company will give the Musician a copy of the individual flexibility arrangement within 14 days of it being agreed to.

- (e) The Company or the Musician may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days' written notice to the other party to the arrangement; or
 - (ii) if the Company and the Musician agree in writing at any time.

- (f) Except for the requirement in sub-clause 68(c)(i) above the Company must ensure that any individual flexibility arrangement made by the Company and an Musician under this term does not require the approval or consent of another person.

SECTION 13 - DEFINITIONS

For the purposes of this Agreement the following definitions apply:

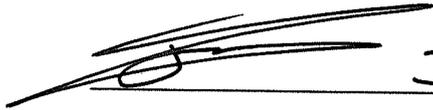
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| AC Act | means the <i>Accident Compensation Act 1985</i> (Vic). |
| Act | means the <i>Fair Work Act 2009</i> (Cth). |
| Award | means the <i>Live Performance Award 2010</i> . |
| Bona Fide Emergency | means circumstances beyond the reasonable foresight and control of the Company and any client company such as a medical emergency, fire, breakdown of essential equipment, etc. It will not be held to include avoidable technical, production or communication problems. |
| call | is the name given to a working period under this Agreement. |
| Company Policy | means policies adopted and subject to variation or withdrawal by the Company, at the Company's absolute discretion. |
| Complete Percussion Kit | includes Drum Kit, timpani, xylophone, marimba, vibraphone, glockenspiel, military drum, tambour, piccolo snare drum, tenor drum, cymbals, triangle, tambourine, maracas, castanets, woodblocks plus associated stands and fittings, sticks and beaters. |
| Concertmaster | means a violinist who is required, in addition to preparing and performing solos as necessary, to lead, supervise and be responsible to the Artistic Committee, Music Director and Management for the overall standard, direction and control of the Company's orchestra, and assists in the selection and rostering of Musicians. |
| Consumer Price Index (CPI) | means the Weighted Average Consumer Price Index for 8 capital cities. |
| Cyclical Call Count | means the total number of playing and non-playing calls that a Musician (excluding a Casual Musician) can be required to work over a Designated Four Week Period without additional pay, unless otherwise provided by this Agreement, as set out in clause 24(b). |
| Deputy Concertmaster | means a violinist who is responsible to the Concertmaster, and the Management for the preparation and performance of solos as necessary and who assumes the role of Concertmaster in his/her absence. At other times, the Deputy assists the Concertmaster and/or Music Director in the day-to-day performance of their duties. |
| Designated Four Week Period | means a four week period designated by the Company for rostering purposes. The Company divides the calendar year into consecutive four week cycles and the first Designated Four Week Period of a calendar year usually commences from the first whole week of work in January. |
| double time | means twice the applicable single time rate. |
| Dress or General Rehearsal | means the final rehearsal of a work or program before the first performance where all the elements of the production are brought together with or without an audience being present. |
| Drum Kit | means snare drum, Foot pedal bass drum, Ride cymbal, high hats, Crash cymbals, other Cymbals, Tom toms, and |

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| | associated stands and fittings, sticks and beaters. |
| First Year Tutti Base Call Rate (FYTBCR) | means the base call rate payable to first year Tutti Musicians, being \$143.67 as at the Commencement Date and set out in clause 25(b). |
| Fair Work Commission (FWC) | means the Fair Work Commission. |
| Heavy/Bulky Instruments | means Double bass, Drums, Cello, Bassoon, Contrabassoon, Bass Clarinet, Tuba and Harp. |
| Major Workplace Change | means a major change that is likely to have a significant effect on Musicians if it results in: <ul style="list-style-type: none"> • the termination of the employment of Musician(s); or • major change to the composition, operation or size of the company's workforce; or to the skills required of Musicians; or • the elimination or diminution of job opportunities. |
| Performance | means a performance given by the Company which is open to the general public on payment of an admission charge or for which the Company receives payment or other benefit. |
| Musicians' Representative(s) | means representative(s) of the Musicians who are responsible for: <ul style="list-style-type: none"> • representing Musicians at Auditions or as requested; • liaising with Management and Musicians on appropriate employee matters. <p>Up to eight of these representatives will be recognised by the Company and will be allowed reasonable time during working hours (as detailed in clause 11) to carry out the above duties provided these representatives do not unduly disrupt work and the Company is aware that such activity is taking place.</p> |
| single time or single time rate of pay | means the applicable single time rate of pay and: <ul style="list-style-type: none"> • for a Musician other than a casual, his/her hourly single time rate is calculated by dividing the applicable Base Call Rate in section 24(c) by three. • for Casual Musicians, his/her hourly single time rate is calculated by dividing the applicable Casual Call Rate in section 25(a) by three. |
| Sitzprobe | means a call at which the singers and orchestra rehearse a vocal work without costumes or staging. |
| Suitable Accommodation | means a single room, motel or serviced apartment with private facilities provided that where a Musician is required to stay longer than one week in a single location the accommodation must contain cooking facilities, have clean linen supplied once per week and be cleaned at least once per week at the cost of the Company. |
| time and a half | means one and a half times the applicable single time rate of pay. |
| Vote | means a vote the outcome of which is determined by simple majority, with the Music Director holding the deciding vote in the event of a tie. |
| Week | means the period commencing at 12.01am Saturday and ceasing at 12.00 midnight the following Friday. |

EXECUTED as an agreement this 12th day of May 2014.

Signed for and on behalf of

The Company

 James Foster

in the presence of:

Richard Whitehead

Reason for being able to sign: Employer

Signed for and on behalf of

The Alliance

 ANTHONY GILHAM

in the presence of:

 ALEX MORRIS

Reason for being able to sign: Employee Representative

SCHEDULE 1: JOB DESCRIPTIONS

1. Orchestra positions comprise the following classifications:

Not all classifications are full time positions.

| | |
|-----------------------------|---|
| <i>Tutti Player:</i> | All rank and file musicians. |
| <i>Principal:</i> | Principal Piccolo, Principal Cor Anglais, Principal Bass Clarinet, Principal Contra Bassoon, Principal 3 rd Horn, Principal 3 rd Trumpet, Principal Bass Trombone, Principal Tuba. |
| <i>Associate Principal:</i> | Associate Principal Flute, Associate Principal Oboe, Associate Principal Clarinet, Associate Principal Bassoon, Associate Principal Horn, Associate Principal Trumpet, Associate Principal Trombone, Associate Principal Timpani, Associate Principal Percussion/Timpani, Associate Principal Percussion, Associate Principal Violin, Associate Principal Viola, Associate Principal Cello, Associate Principal Bass. |
| <i>Section Principal:</i> | Section Principal Flute, Section Principal Oboe, Section Principal Clarinet, Section Principal Bassoon, Section Principal Horn, Section Principal Trumpet, Section Principal Trombone, Section Principal Timpani, Section Principal Percussion, Section Principal Harp, Section Principal Violin, Section Principal Viola, Section Principal Cello, Section Principal Bass. |

2. Instrument Families include:

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| <i>Flute:</i> | Piccolo, Alto Flute |
| <i>Oboe:</i> | Cor Anglais, Oboe d'Amore |
| <i>Clarinet:</i> | A Clarinet, Bb Clarinet, C Clarinet, Eb Clarinet, Bassett Horn, Bass Clarinet |
| <i>Bassoon:</i> | Contrabassoon |
| <i>Horn:</i> | Wagner Tuba |
| <i>Trumpet:</i> | Bb Trumpet; C Trumpet; D Trumpet; Piccolo Trumpet; Rotary Valve Trumpet; Flugel Horn, Cornet |
| <i>Trombone:</i> | Bass Trombone, Alto Trombone, Bass Trumpet |
| <i>Tuba:</i> | Cimbasso |
| <i>Percussion:</i> | Drumkit, Timpani and Percussive instruments |

3. Tutti Players

General duties and work requirements are to:

- (a) work under the terms and conditions of this Agreement;
- (b) play the instrument(s) for which the Player was auditioned;
- (c) play any instrument in the relevant family of instruments as defined in Clause 2 of this Schedule provided that:
 - i. the Player was auditioned on the relevant instrument(s), or
 - ii. the Player is willing and has a recognised professional level of competence.

- (d) provided that the artistic standards of the orchestra are not compromised, a Tutti Player will:
- i. perform higher duties if approved and willing;
 - ii. play in combinations of seven or less (voluntary for Tutti players only);
 - iii. play “off-stage” and/or “onstage” situations if circumstances are deemed reasonable to do so by the Section Principal, Concertmaster and/or the Music Director, provided that the Player’s artistic standards are not compromised.
 - iv. participate in any Education activity the Section Principal and/or Music Director deem to be appropriate for the level of competence of the player. Education work will not attract additional payment or penalties.
- (e) undertake preparation of parts in advance of the first rehearsal;
- (f) rehearse, perform and cover parts as required;
- (g) mark parts and convey all relevant information consistent with the Section Principal’s instructions, in a concise and timely manner;
- (h) maintain a fully professional appearance and behaviour while on duty;
- (i) follow the directions of the Section Principal in all matters relating to style, ensemble, intonation, articulation and bowing (as relevant) and seating;
- (j) follow the performance directions of the Principal(s), Concertmaster(s) and Conductor(s) and accept instructions and performance feedback from Principal(s), Concertmaster(s), Music Director and Conductor(s);
- (k) participate in auditions, trial assessment and other meetings as required;
- (l) attend any meeting called by the Section Principal and Director of Orchestral Operations or Section Principal and the Music Director;
- (m) not unreasonably refuse to be available for meetings with management and colleagues to discuss job-related issues;
- (n) undertake promotional activities consistent with the Player’s capacity as a professional musician and as agreed;
- (o) provide instruments and accessories of a professional standard unless otherwise provided for in this Agreement;
- (p) A tutti string player will play in any position in either the First or Second Violin Sections (except first desk) without additional remuneration and whenever requested to do so.

Where auditioned for such instruments Tutti Wind and Brass Players will be required to provide the below instruments:

- Flute: Piccolo;
- Oboe: Cor Anglais;
- Clarinet: Bass Clarinet;
- Tenor Trombone: Alto Trombone, Bass Trombone;
- Trumpet: either a Bb or C Trumpet and a D or Piccolo Trumpet.

4. Principal Players

1. Principal Piccolo will:

- i. play Piccolo but is deemed to be a member of the Flute Section;
- ii. play a secondary Flute part when directed to by the Section Principal;

- iii. in consultation with the Concertmaster, Music Director and/or Section Principal, play first flute parts where necessary and mutually agreed.
2. Principal Cor Anglais will:
 - i. play Cor Anglais but is deemed to be a member of the Oboe Section;
 - ii. play a secondary Oboe part when directed to by the Section Principal;
 - iii. play Oboe d'Amore;
 - iv. in consultation with the Concertmaster, Music Director and/or Section Principal, play first oboe parts where necessary and mutually agreed.
 3. Principal Bass Clarinet will:
 - i. play Bass Clarinet but is deemed to be a member of the Clarinet Section;
 - ii. play a secondary Clarinet part when directed to do so by the Section Principal;
 - iii. play Bass Horn;
 - iv. in consultation with the Concertmaster, Music Director and/or Section Principal, play first clarinet parts where necessary and mutually agreed.
 4. Principal Contrabassoon will:
 - i. play Contra Bassoon but is deemed to be a member of the Bassoon Section;
 - ii. play a secondary Bassoon part when directed to do so by the Section Principal;
 - iii. in consultation with the Concertmaster, Music Director and/or Section Principal, play first bassoon parts where necessary and mutually agreed.
 5. In addition to the duties of Tutti Players, the Principal 3rd Horn will:
 - i. Play third Horn or secondary Horn parts and if agreed play first Horn or assistant first Horn (bumper);
 - ii. play wagner tuba;
 - iii. cover third Horn parts as directed by the Section Principal and if there is no Associate Horn, cover the Section Principal for first Horn parts for all programmes unless otherwise stipulated by the Concertmaster and/or Music Director.
 6. Principal 3rd Trumpet will:
 - i. play any Trumpet or Cornet part, including first, as directed by the Section Principal;
 - ii. play Bb, C, D, Piccolo trumpets and Cornet.
 7. Principal Bass Trombone will:
 - i. play Bass Trombone and is deemed to be a member of the Trombone section;
 - ii. if agreed play a secondary Trombone part when directed to do so by the Section Principal.
 8. Principal Tuba will:
 - i. play Tuba and Cimbasso;
 - ii. assume the responsibilities of Section Principal with regard to deployment of parts when two or more Tuba players are required;
 - iii. follow the directions of the First Trombone Player in regard to intonation, style and balance;
 - iv. consult with Management on the selection of musicians to be employed on a casual basis.

5. Associate Principal Players

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

- i. play principal and secondary parts as required;
- ii. if approved by the Concertmaster and/or Music Director assume the performing duties of Section Principal if that Section Principal is absent for more than one week;
- iii. assist the Section Principal in managing the section and preparing parts;
- iv. share the musical responsibilities of the section and lead the section when required due to rostering or unforeseen circumstances;
- v. in the case of the strings, sit on the front desk or in another position as required;
- vi. cover the Section Principal for all programs except those that have been agreed in advance.

Associate Principals will play section parts and additional instruments in accordance with the following:

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| <i>Flute:</i> | Alto Flute. Tutti Flute and/or Piccolo if indicated in the Flute part. |
| <i>Oboe:</i> | Oboe d'Amore. Tutti Oboe and/or Cor Anglais if indicated in the Oboe part. |
| <i>Clarinet:</i> | Tutti Clarinet and/or Eb clarinet and/or Bassett Horn. |
| <i>Bassoon:</i> | Tutti Bassoon. |
| <i>French Horn:</i> | Wagner Tuba. |
| <i>Trumpet:</i> | Any Trumpet part. Play Bb, C, D, Piccolo Trumpets and Cornet. |
| <i>Trombone:</i> | Any Trombone part other than Bass Trombone and play Alto Trombone if indicated in the score and deemed reasonable by the Player. |
| <i>Timpani:</i> | Percussion parts in consultation with the Percussion Section Principal. |
| <i>Percussion:</i> | Specialist instruments or parts when requested by the Section Principal. However, the Musician may refuse without prejudice. e.g. Timpani (in consultation with Timpani Section Principal) or Drum Kit |

6. Section Principal Violin(s)

In addition to the duties of Tutti Players, the Section Principal Violin(s) will:

- i. sit where directed by the Concertmaster and/or Music Director after due consultation;
- ii. assume the responsibilities of the Deputy-Concertmaster when sitting in position two;
- iii. lead as necessary;
- iv. to assume the responsibilities of Concertmaster when leading;
- v. prepare relevant repertoire solos to cover the Concertmaster when requested;
- vi. ensure bowings have been relayed from the Concertmaster to the entire section during rehearsals when sitting in position 3;
- vii. prepare suitable audition material and orchestral material for auditions and assessments relevant to the violin section when requested.

7. Section Principals

In addition to the duties of Tutti Players, Section Principals will:

- i. prepare and play the first part of the section and relevant repertoire solos;
- ii. play other parts from time to time under exceptional circumstances, or at their discretion;
- iii. lead and direct the section;
- iv. be responsible for the style, intonation, balance, ensemble, rhythm and preparation of the section as a whole;
- v. be responsible for, in the first instance, for general discipline of the section;
- vi. be responsible for rostering the section, ensuring that appropriate input is received from section members and due consideration is given to artistic standards and OH&S implications;
In string sections, be responsible for seating allocation;
- vii. in the case of String Principals, prepare the 1st desk part with bowings and other markings from the Concertmaster's part;
- viii. prepare suitable audition material for auditions;
- ix. cover the Associate Principal for all programs except those that have been agreed in advance;
- x. consult with Management on the choice of Musicians to be employed on a casual basis.

Section Principals will play additional instruments in accordance with the following:

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|---------------------|--|
| <i>Flute:</i> | Alto Flute. Piccolo if indicated in the 1st Flute part. |
| <i>Oboe:</i> | Oboe d'Amore. Cor Anglais if indicated in the 1st Oboe part. |
| <i>Clarinet:</i> | Eb clarinet and/or Bassett Horn. |
| <i>French Horn:</i> | Wagner Tuba. |
| <i>Trumpet:</i> | Bb, C, D, Piccolo trumpets and Cornet. |
| <i>Trombone:</i> | Alto Trombone if indicated in the score and deemed reasonable by the Player |
| <i>Timpani:</i> | Percussion parts in consultation with the Percussion Section Principal. |
| <i>Percussion:</i> | Specialist instruments e.g. Timpani (in consultation with Timpani Section Principal), Drum Kit, latin American or decide whether there is a need to employ specialist Musicians. |

Section Principal Trumpet will be deemed to be the Section Principal of all Trumpets in the case of there being an unusually large section comprising Trumpets, Cornets and other instruments in the trumpet family.

Section Principal Percussion will designate all parts and/or instruments to the Section a minimum of two (2) weeks prior to the first rehearsal.

Harp and Percussion Section Principals will source any instruments not provided by the Company. These instruments may be hired at the Company's expense (appropriate approval must be sought from Management in advance). Instruments owned by the player will not be hired to the Company but the appropriate allowance will be paid.

8. Deputy Concertmaster

In addition to the duties of Tutti Players and Section Principal Players, the Deputy Concertmaster will:

- i. sit next to the Concertmaster or in other positions as agreed with the Concertmaster and/or Music Director or equivalent position in relevant partner company;
- ii. lead the orchestra and assume the responsibilities of the Concertmaster when leading;
- iii. cover and play relevant repertoire solos in consultation with the Concertmaster;
- iv. take over the leading of any programme in the case of emergency or illness, at the request of the Music Director;
- v. confer with the Music Director and the Concertmaster on all artistic matters;
- vi. assist the Concertmaster in managing the section and preparing parts;
- vii. provide an instrument and accessories of professional soloist standard.

9. Concertmaster

In addition to the duties of the Deputy Concertmaster, the Concertmaster will:

- i. oversee and participate in all activities of the orchestra as agreed with Management;
- ii. lead the orchestra;
- iii. prepare bowings for the first violins and consult with other string Section Principals for appropriate bowings;
- iv. nominate a Violin Principal to lead and prepare bowings for the second Violin section;
- v. take responsibility for tuning the orchestra;
- vi. prepare and play relevant repertoire solos;
- vii. confer with the Music Director or equivalent position in relevant partner company on all artistic matters;
- viii. consult with the Conductor on musical and artistic matters;
- ix. attend performances and rehearsals as necessary to assess and maintain artistic standards in conjunction with the Music Director;
- x. participate in auditions, trial assessment meetings, committee, orchestral and artistic meetings as required;
- xi. take over the leading of any programme in the case of emergency or illness, at the request of the Music Director;
- xii. oversee suitable rostering and seating allocation of all Violins with reference to maintenance of artistic standards, in association with the Music Director, Section Principals and Management;
- xiii. to be responsible for general discipline of the orchestra;
- xiv. meet with management to discuss artistic, program and administrative matters as required;
- xv. conduct the orchestra for rehearsal and/or sectional rehearsals if necessary.

SCHEDULE 2: ORCHESTRA COMMITTEES AND PANELS

Musicians who are not attending a meeting in the capacity of a Musicians' Representative (as prescribed in clause 11) will be credited with pro-rata non-playing calls per committee and/or panel meeting attended for the purposes of their Cyclical Call Count, unless otherwise provided in this Agreement.

1. The Orchestra Victoria Musicians Association (OVMA)

A committee elected under its rules of Association to discuss issues related to the activities, functions and employment environment of the orchestra.

AC, JCC and OH&S representatives are drawn from the OVMA.

Attendance at OVMA meetings is voluntary and unpaid and OVMA meetings do not count for the purposes of the Cyclical Call Count.

2. Artistic Committee (AC)

The peak artistic decision making body of the Company's orchestra will be a committee made up of player representatives (a mix of elected and non-elected) and representatives of key stakeholders. It will be convened by the Company and chaired by the Music Director. It is to meet on a monthly basis (a maximum of 10 meetings per year) or as required. The membership will include:

- Music Director and Chief Conductor (convenor)
- Artistic Representative from Opera Australia
- Victorian Opera Artistic/Music Director
- 3 player representatives, including the Concertmaster; (additional Musicians can be invited on an as needed basis on invitation of the convenor)
- Director Orchestral Operations (non-voting)
- 2 Musicians' Representatives (non-voting) from JCC, including the President of the Musicians Committee

For confidentiality reasons the minutes of these meetings will only be available to Committee members.

3. Joint Consultative Committee (JCC)

This is to be the main operational committee for the orchestra. It will meet up to 8 times a year and membership will consist of:

- Director Orchestral Operations (convenor)
- President of OVMA
- 1 Musicians' Representative from the Artistic Committee
- 1 Musicians' Representative from the OH&S Committee
- 2 Musicians' Representatives (elected)
- Union Steward
- Concertmaster
- Manager Orchestral Operations
- Other Management staff if required (may include HR, Finance, OH&S)

- AOBO General Manager by invitation of convenor (can add agenda items and attend meetings where Opera work will be discussed)
- Invitations may be made to other performance partners as required.

Minutes will be displayed on the orchestra notice board as soon as is practicable (subject to redaction as required for confidentiality and privacy compliance reasons).

4. Occupational Health & Safety Committee (OH&S)

This committee will meet up to 5 times a year and consist of:

- Director Orchestral Operations
- Manager Orchestral Operations (convenor)
- 2 elected Musicians' Representatives

The committee will be responsible for:

- (i) addressing all OH&S issues and concerns brought forward through the JCC;
- (ii) prioritising OH&S issues and making recommendations for action to the JCC;
- (iii) reporting on the progress of OH&S issues to the JCC, and to the Company's OH&S Committee;
- (iv) referring unresolved matters to the Company's OH&S Committee for consideration and advice for resolution.

Minutes will be displayed on the orchestra notice board as soon as is practicable (subject to redaction as required for confidentiality and privacy compliance reasons).

5. Performance Assessment Committee (PA Committee)

The Performance Assessment Committee is comprised of:

- Music Director (convenor)
- Concertmaster
- Deputy Concertmaster
- 2 other members of the string section elected by secret ballot of all Contract and Permanent Musicians in the string section
- 1 member of the brass section elected by secret ballot of all Contract and Permanent Musicians in the brass section
- 1 member of the woodwind section elected by secret ballot of all Contract and Permanent Musicians in the woodwind section
- 1 member of the Percussion, Timpani or Harp sections elected by secret ballot of all percussion and harp Contract and Permanent Musicians
- 2 Musicians Representatives who are members of the JCC, elected by the Musicians JCC Representatives.
- Director of Orchestra Operations - non-voting member
- Human Resources representative - non-voting member (chair and minute taker)

The Musician members specified above will be elected by secret ballot conducted by the Director of Orchestra Operations together with the Musicians Committee President.

The Performance Assessment Committee will be responsible for:

- i) contributing to performance standard assessments of individual Players as required by the musicians' loss of proficiency procedure;
- ii) ensuring that performance feedback is substantiated, specific, encouraging and containing specific suggestions and possibilities for rectifying perceived problems;
- iii) balancing nature of performance feedback with adequate accountability and documentation of the process.

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

6. Audition Panel

All Contract Musician Audition Panels will include the Concertmaster, Music Director and may include a nominated member of the Artistic Committee (at the Artistic Committee's discretion). In addition, a minimum of 7 other players will be chosen using the criteria below as a guide and whenever possible:

| Position being auditioned | Panel Members |
|--|--|
| String Musician | <ul style="list-style-type: none"> • at least 3 string Section Principals; • 3 other string Principals or Associate Principals; and • a Musician of the section concerned. |
| Section Principal, Associate Principal and Principal Wind Musician | <ul style="list-style-type: none"> • 3 wind Section Principals; • at least 2 other wind Principals or Associate Principals; • a Musician of the section concerned; and • Section Principal, Associate or Principal Horn. |
| Tutti Wind Musician | <ul style="list-style-type: none"> • 4 wind Section Principals; • 2 other wind Musicians; and • Section Principal, Associate or Principal Horn. |
| Brass Musician | <ul style="list-style-type: none"> • 3 brass Section Principals; • 3 other brass Principals or Associate Principals; and • 1 other brass section Musician. |
| Percussion and Timpani Musician | <ul style="list-style-type: none"> • when possible 2 Section Principals or Associate Principals of the section concerned; • at least 4 other Section Principals; and • 1 Musician of the section concerned. |
| Principal Harp | <ul style="list-style-type: none"> • Deputy Concertmaster; and • 6 Section Principals from across the orchestra. |

SCHEDULE 3: SUMMARY OF RECORDING AND PAYMENT ARRANGEMENTS

| Group | Category | Basis of pay | Royalty base | Recording use | | | | | | |
|-----------------|---|-------------------------------------|--------------------------------|--|--|--|---|--|--|--|
| | | | | Archive/reference | Promotion of tab, the production or artists | Documentary/online/t v special | Commercial enterprises # | | | |
| 1 | Creative team | Lump sum fee | 10% of lump sum fee | No payment applies. | No payment applies if not more than 5 minutes of any production is used. Maximum 3 runs over 3 years on pay or free-to-air television plus online plus 14 days video on demand | No payment applies for use of a recorded performance, rehearsal, backstage activity and/or interview in a documentary or special program unless more than 5 minutes of newly recorded footage of a performance or rehearsal is used and it is exploited commercially. In such cases (for which prior consent is required) the net income received becomes part of the royalty pool from commercial use of the recording. | A share of 16.⅓% of the net income received by tab. The share of each artist is proportional to the ratio the artist's individual royalty base bears to the sum of all group 1 royalty bases. Provided that the minimum share for a group 1 artist is equal to that of a group 2 artist for the same recording. At the time of the first exploitation of the recording an advance on royalties will be paid to each artist of the greater of \$414.59 or 30% of the artist's individual royalty base (less any royalties already paid). | | | |
| | | Weekly salary | 1 week's salary | | | | | | | |
| | Conductor | Fee per performance | 1 performance fee | | | | | | | |
| | | Weekly salary | 1 week's salary | | | | | | | |
| | Dancer in a designated principal role | Fee per performance | 1 performance fee | | | | | | | |
| | | Weekly salary | 1 week's salary | | | | | | | |
| Soloist pianist | Fee per performance | 1 performance fee | | | | | | | | |
| 2 | Principal dancers in a non-principal role Senior artists & soloists | \$414.59 Indexed annually by CPI | Proportional | Prior consent is required for the use of promotional material for other purposes, and any fees received by tab become part of the royalty pool from commercial use of the recording. | | | An equal share of 16.⅓% of the net income received by tab. At the time of the first exploitation of the recording (other than a free-to-air radio broadcast), an advance on royalties of \$414.59 or \$362.11 will be paid to each artist (less any royalties already paid). | | | |
| | Coryphees & corps de ballet | \$362.11 Indexed annually by CPI | | | | | | | | |
| 3 | Orchestra leader | \$724.22 Indexed annually by CPI | Double that of other Musicians | | | | | | | An equal share of 16.⅓% of the net income received by tab, except that leader receives a double share. At the time of the first exploitation of the recording an advance on royalties of \$362.11 will be paid to each player (less any royalties already paid). |
| | Other Musicians | \$362.11 Indexed annually by CPI | Equality | | | | | | | |
| 4 | Orchestral pianists, technical staff, character principals, guests, extras, juvenile children all receive a buyout for broadcast and future exploitation of recording | | | | | | | | | |

