



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Australian Ballet
(AG2014/7318)

THE AUSTRALIAN BALLET DANCERS' ENTERPRISE AGREEMENT 2014-2017

Live performance industry

COMMISSIONER CRIBB

MELBOURNE, 4 SEPTEMBER 2014

Application for approval of The Australian Ballet Dancers' Enterprise Agreement 2014-2017.

[1] An application has been made for approval of an enterprise agreement known as *The Australian Ballet Dancers' 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 by The Australian Ballet. 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 (MEAA) 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] The Agreement was approved in Chambers on 4 September 2014 and, in accordance with s.54 of the Act, will operate from 11 September 2014. The nominal expiry date of the Agreement is 31 January 2017.



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The Australian Ballet

Dancers' Enterprise Agreement 2014-2017

BETWEEN THE MEDIA ENTERTAINMENT & ARTS ALLIANCE OF 245 CHALMERS STREET, REDFERN NSW 2016 (MEAA) AND THE AUSTRALIAN BALLET OF 5/2-6 KAVANAGH STREET, SOUTHBANK VIC 3006 (THE COMPANY).

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PART A - APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

- 1.1 This Agreement shall be known as The Australian Ballet Dancers' Enterprise Agreement 2014-2017 hereinafter known as the Dancers' Agreement.

2. APPLICATION AND PARTIES BOUND

- 2.1 This Agreement is binding on The Australian Ballet, The Media Entertainment and Arts Alliance and all dancers employed by The Australian Ballet unless contractual arrangements state otherwise.

3. DATE AND PERIOD OF OPERATION

- 3.1 This Agreement shall operate from the 7th day after approval of the Agreement by the Fair Work Commission.
- 3.2 The Agreement shall remain in force from the date of approval with the Fair Work Commission to 31 January 2017. The terms and conditions of this Agreement will continue in force until replaced by a new Agreement.

4. RELATIONSHIP TO PARENT AWARD

- 4.1 This Agreement expressly includes each and every relevant clause of the Parent Award being the Live Performance Award 2010 or subsequent variations.
- 4.2 Where this Agreement is inconsistent with rates of pay, allowances and/or reimbursements or terms and conditions in the Live Performance Award the terms of this Agreement shall prevail, unless superior rates of pay, allowances and/or reimbursements or terms and conditions result from any subsequent variation to the Live Performance Award.
- 4.3 This Agreement shall be varied during its course, to include increases in wages, allowances and/or reimbursements as a result of any variation to the Live Performance Award.

5. LOCALITY

- 5.1 The Agreement shall apply in all states of Australia and its territories.

6. DEFINITIONS

- 6.1 Act means the Fair Work Act 2009 (Commonwealth).
- 6.2 Actual Rate of Pay is the total amount an employee would normally receive for 35 hours per week in a rehearsal week and 42.5 hours in a performance week provided that such rate shall expressly exclude overtime, penalty rates, fares and travelling time allowances and any ancillary payments of a like nature.
- 6.3 Artist is an employee engaged as a dancer, or performer, or supernumerary.
- 6.4 Call means a call or direction to the employee to attend at a performance or a rehearsal at a particular time or for the purpose of photography, wardrobe or other legitimate reason.
- 6.5 Commencement of a performance means from the beginning of the overture.

- 6.6 Company means The Australian Ballet.
- 6.7 Company Policy means policies adopted and subject to variation or withdrawal by the Company, at the Company's absolute discretion. For the avoidance of doubt, Company Policy does not form part of this agreement.
- 6.8 Dancer means a dancer engaged by contract with the Company into the rank of Corps de Ballet, Coryphée, Soloist, Senior Artist, Principal.
- 6.9 Employee's Representative is an individual, group or organisation that the employee chooses to represent his/her interests in discussions with the Company and may include MEAA.
- 6.10 Engaged casually means being engaged by the hour.
- 6.11 Engaged by the week means being engaged for at least a week of employment, either as full time or part time on a fixed term or permanent contract.
- 6.12 Fair Work Commission (FWC) is the independent, national workplace relations tribunal.
- 6.13 'Good faith' negotiation discussions include obligations to meet, disclose relevant information, genuinely consider proposals and respond with reason, and to refrain from capricious or unfair conduct that undermines consultation.
- 6.14 A major workplace change means a major change that is likely to have a significant effect on employees if it results in,
- the termination of the employment of employees; or
 - major change to the composition, operation or size of the company's workforce; or to the skills required of employees; or
 - the elimination or diminution of job opportunities.
- 6.15 Live Performance Australia (LPA) is the peak body for Australia's live entertainment and performing arts industry.
- 6.16 Live Performance Award 2010 (The Award) is the Parent Award of this Agreement.
- 6.17 MEAA means the Equity Section of The Media Entertainment & Arts Alliance.
- 6.18 National Employment Standards (NES) are a set of ten minimum employment standards as set out in the Act.
- 6.19 Performance means a performance given by an employee or employees before an audience.
- 6.20 Place of residence means:
- i) for artists engaged on twelve month contracts, Melbourne; or
 - ii) for artists engaged on an initial three month contract with an option for The Australian Ballet to extend the contracts, Melbourne.
 - iii) for all other artists engaged by The Australian Ballet the place of residence shall mean the place where the person ordinarily resides. The Company may request the employee to state his/her place of residence at the time of the audition or engagement.
- 6.21 Superannuation means employer superannuation contributions made according to the Superannuation Guarantee (Administration) Act No.111 of 1992 as amended, taking into account amendments up to Tax Laws Amendment (2013 Measures No. 2) Act 2013, an Act relating to the establishment and administration of the Superannuation Guarantee Scheme, and for related purposes.

- 6.22 Theatre means any auditorium providing a suitable stage and adequate dressing room facilities.
- 6.23 Training Level is the applicable wage level where The Australian Ballet engages students from The Australian Ballet School on a short term basis for the purpose of professional performance training through The Dancers Company. Subject to clause 17.4 any other engagement of dancers at the training level will be subject to agreement between the Company and the employee and his/her representative. The operation of the training level will be subject to review at the request of either party.
- 6.24 Wages means the rate of wage per week, per day, per performance or per hour actually paid to an employee and is exclusive of any overtime or additional payments such as, but not limited to, Sunday and public holiday remuneration, additional performances, travelling and the appropriate on-tour or travelling allowance.
- 6.25 WorkCover is insurance providing wage replacement for employees injured in the course of employment, variously known as Workers' Compensation, or workers' comp.

PART B - COMMUNICATION, CONSULTATION, FLEXIBILITY AND DISPUTE RESOLUTION

7. COMMUNICATION

- 7.1 During the life of this Agreement, dancers and management agree to developing and implementing procedures to enhance consultation with and engagement from the dancers in organisational work planning.

8. CONSULTATION

- 8.1 Major workplace change
- 8.1.1 If the Company is planning or seriously considering major workplace changes that are likely to have a significant effect on the employees/dancers covered by this agreement, the company must notify and consult with MEAA and any employees/dancers who will be affected by the decisions.
- 8.1.2 As soon as practicable the Company must discuss with MEAA and relevant employees/dancers the introduction of the change; and the effect the change is likely to have on the employees/dancers. The Company must discuss measures to avert or mitigate the adverse effect of the change on the employees/dancers.
- 8.1.3 For the purposes of the discussion the Company will provide MEAA and relevant employees/dancers in writing:
- (i) all relevant information about the change including the nature of the change proposed; and (ii) information about the expected effects of the change on the employees/dancers; and (iii) any other matters likely to affect the employees/dancers.
- 8.1.4 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees/dancers and/or MEAA.
- 8.1.5 As soon as a final decision has been made, the Company must notify MEAA and the employees/dancers affected, in writing, and explain the effects of the decision.
- 8.1.6 The Company must act in good faith in relation to the consultation process provided in this clause.

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

8.2 Changes to rosters or hours of work

8.2.1 Where the Company proposes to change an employee's/dancers' regular roster or ordinary hours of work, the Company will consult with the employee/dancer or employees/dancers affected and MEAA about the proposed change.

8.2.2 The Company must:

- i) provide to the employee/dancer or employees/dancers affected and MEAA, information about the proposed change (for example, information about the nature of the change to the employee/dancer's regular roster or ordinary hours of work and when that change is proposed to commence);
- ii) invite the employee/dancer or employees/dancers affected and MEAA to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- iii) give prompt and genuine consideration to any views about the impact of the proposed change that are given by the employee/dancer or employees/dancers concerned and/ or MEAA.

8.2.3 The requirement to consult under this clause does not apply where an employee/dancer has irregular or sporadic working hours.

8.2.4 These provisions are to be read in conjunction with other agreement provisions concerning the scheduling of work and notice requirements.

9. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

9.1 The Company and an employee/dancer covered by this enterprise agreement may agree to make an individual flexibility arrangement if:

- i) the arrangement deals with the timing of when annual leave loading is paid; and
- ii) the arrangement meets the genuine needs of the Company and the employee/dancer in relation to the matter mentioned in paragraph (a); and
- iii) the arrangement is genuinely agreed to by the Company and the employee/dancer.

9.2 The Company must ensure that any individual flexibility arrangement entered into under this term will result in the employee/dancer being better off overall than the employee/dancer would have been if no individual arrangement was made.

9.3 The Company must ensure that any individual flexibility arrangement made under this term:

- i) must be in writing and signed by the company and employee/dancer, and if the employee/dancer is under 18, by a parent or guardian of the employee/dancer;
- ii) includes details of:
 - a) the terms of the enterprise agreement that will be varied by the arrangement; and
 - b) how the arrangement will vary the effect of the terms; and
 - c) how the employee/dancer will be better off overall in relation to the terms and conditions of his/her employment as a result of the arrangements; and
 - d) states the day on which the arrangement commences.

9.4 The Company will give the employee/dancer a copy of the individual flexibility arrangement within 14 days of it being agreed to.

9.5 The Company or the employee/dancer may terminate the individual flexibility arrangement:

- i) by giving no more than 28 days' notice to the other party to the arrangement; or
- ii) if the Company and the employee/dancer agree in writing at any time.

9.6 Except for the requirement in clause 9.3(i) the Company must ensure that any individual flexibility arrangement made by the Company and an employee/dancer under this term does not require the approval or consent of another person.

10. DISPUTE RESOLUTION PROCEDURE

10.1 If a dispute relates to:

- a) a matter arising under the agreement; or
- b) the National Employment Standards;

this term sets out procedures to settle the dispute.

10.2 An employee/dancer who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

10.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussion between the employee/dancer/s or employees and relevant supervisors and/or management.

10.4 If discussion at the workplace level does not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

10.5 The FWC may deal with the dispute in 2 stages:

- a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:

- i) arbitrate the dispute; and
- ii) make a determination that is binding on the parties.

An appeal may be made against this decision in accordance with the FWC.

10.6 While the parties are trying to resolve the dispute using the procedures in this term:

- a) an employee/dancer must 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
- b) an employee/dancer must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
 - i) the work is not safe; or
 - ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii) the work is not appropriate for the employee/dancer to perform; or
 - iv) there are other reasonable grounds for the employee/dancer to refuse to comply with the direction.

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

PART C - TERMS OF ENGAGEMENT

11. CONTRACTS AND TERMINATION

- 11.1 The engagement of the employee shall be for work in ballet or dance performances in the theatre and for rehearsal and other work incidental to such theatrical performance.
- 11.2 An employee may only be engaged for a tour, season, run of the production or a particular period if such engagement is made in writing and such writing shall set out fully the terms of the engagement, and shall, where possible, include:

- i) the name of each ballet to be danced; and
- ii) the dates and locations of each performance and rehearsal period;

and be signed by both the employee and the Company.

- 11.3 Nothing in this Agreement affects the right of the Company to dismiss without notice any employee for neglect of duty or serious misconduct. In the case of such dismissal, salary will be payable for the period up to but not after the time of dismissal.

This right applies whether or not the employee is on tour or away from the place of the employee's engagement at the time of dismissal. In the former circumstances, the Company will pay the employee's return fare to Melbourne or to his/her place of engagement.

- 11.4 An employee will be responsible for his/her own return fare to Melbourne if he/she leaves the Company's employment whilst on tour without giving the Company the required notice. However, if such leaving is due to a breach by the Company of this Agreement or any other agreement signed by both parties in regard to this employment, the return fare shall be paid by the Company.

- 11.5 The provisions of the following subclause are not applicable to employees engaged on a casual basis or employees specifically engaged for a tour, season, or run of the production.

- i) The employment of employees who have not completed one year's service for the Company may be terminated by either the employee or the Company by giving notice in writing as set out below:

- Not less than four (4) weeks' notice for an employee who is a member of the Corps de Ballet
- Not less than six (6) weeks' notice for an employee who is a coryphée, soloist, senior artist or principal artist.

- ii) The employment of employees who have completed service of one year or more may be terminated by either the employee or the Company by giving notice in writing as set out below:

- Not less than eight (8) weeks' notice for an employee who is a member of the Corps de Ballet
- Not less than thirteen (13) weeks' notice for an employee who is a coryphée, soloist, senior artist or principal artist.

- iii) In the event of shorter notice than the required period being given or received. The following will apply:

- a) If the employee gives shorter notice they will forfeit earnings of the remaining weeks that they would have worked had the employment continued until the end of the minimum period of notice.
- b) They also forfeit any entitlements such as any leave accrued during the remaining weeks that they would have worked had the employment continued until the end of the minimum period of notice.
- c) If the employer gives shorter notice, the employer will make full payment in lieu of the minimum period of notice. Such payment will be equal to the proportionate part for which notice was not given or received.

Shorter notice without such penalty may be given subject to agreement by both parties.

11.6 The terms of the Australian Ballet's Resignation, Redundancy and Termination policy will apply.

11.7 Nude and semi-nude appearances shall only take place with the employee's consent.

If such appearances are requested the employee shall be advised at the time of engagement or in the initial stages of creation of a ballet, and shall have the right to refuse the request. A semi-nude condition is where an employee is required to appear nude except for the wearing of g-strings, pasties etc.

11.8 If an employee is required to smoke as part of a performance, the performer involved shall be advised at the time of casting and shall have the right to refuse or request alternative arrangements to be made.

12. CLASSIFICATIONS

12.1 Corps de Ballet - the dancers in the Company who are not classed as soloists but who usually dance together as one body.

12.2 Coryphée - an artist so designated by the Company who is a leader of the corps de ballet and a minor soloist and who may be required to dance and/or perform a soloist's role in any production.

12.3 Juvenile - an employee less than seventeen years of age.

12.4 Principal Artist - a dancer so designated by the Company who may be required to dance and/or perform a leading or principal role provided that a first year principal may be required to perform a soloist's role.

12.5 Senior Artist - a dancer so designated by the Company who dances a majority of senior soloist roles as well as leading or principal roles.

12.6 Soloist - a dancer so designated by the Company who is normally required to dance and/or perform a principal or soloist role in any production.

12.7 An artist (Performer Grade 1 or 2) - an employee other than a dancer who takes part in a performance and includes an actor, singer, swing performer, variety artist, puppeteer, compere or any other type of performer.

12.8 Performer Grade 1 - a performer with less than three years' experience in the entertainment industry as classified in The Award as a 'Live Performance Employee Level 7 - Performer Category 1 Grade 1'.

- 12.9 Performer Grade 2 - a performer with more than three years' experience in the entertainment industry as classified in The Award as a 'Live Performance Employee Level 9 – Performer Category 1 Grade 2'.
- 12.10 Supernumerary - a person employed to appear only incidentally or in the background and who does not speak or sing or dance or perform individually as directed.

13. ASSIGNMENT

- 13.1 The Company may assign a production to another company, firm, person or persons (an assignee) for ballet performance in a theatre and for rehearsal and other work incidental to such performance. Under no circumstances may an individual employee be assigned except by mutual consent, and where agreement is reached any employee may be paid a negotiated fee.
- 13.2 If the Company assigns a production to an assignee then the rights of an employee under any contract of employment with the Company will continue to be enforceable by that employee against the Company as if such assignment had not taken place.
- 13.3 Any assignment granted in accordance with this clause shall not constitute a break in the employee's continuity of employment.

14. RECORDING AND BROADCASTING

- 14.1 The Australian Ballet's *Recording and Broadcast Arrangements* are integral to the terms of this Agreement. The Arrangements form part of the contract for creatives, musicians and guests whose work will be recorded and/or broadcast. The Arrangements set 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 Arrangements by the end of 2014.
- 14.2 The summary of the Arrangements form part of this Agreement.
- 14.3 Changes to the Arrangements would be addressed in accordance with the Consultation clause contained herein.

15. PUBLICITY

- 15.1 Provisions relating to recordings for publicity and promotional purposes are outlined in clause 4 of the *Recording and Broadcast Arrangements*.
- 15.2 Any attendance by the dancer for the purpose of publicity, public relations, or still photography for advertisement or promotion of a production, season, the Company, the art form, and/or the dancers involved shall be counted as time worked. This shall include attendance before, during or after a rehearsal or performance call.
- 15.3 The Company may request a dancer to attend for the purpose of still photographs, live or recorded television or radio publicity at a recognised photographic, television or radio studio. Travel to such studio shall be in Company time and transport shall be provided or paid for by the Company.
- 15.4 Except as provided for in 15.3 above, the Company shall not for the purpose of still photography or other publicity direct a dancer to attend somewhere other than the theatre or place where the dancer is engaged to appear for the company, unless approved by the Artistic Director and all dancers involved. Any attendance for the purpose of publicity at a place other than the

theatre or the Company's place of business will be supervised by a member of the media relations team.

- 15.5 Still photographs of the dancer taken in accordance with this clause shall not be published for any purpose other than for advertisement or promotion of a production, season, the Company, the art form, and/or the dancers involved. The use of photographs for purposes other than those set out above shall be with the dancer's consent and a fee shall be negotiated if appropriate.
- 15.6 Artists may occasionally be approached for use in external promotional engagements because of their own artistic profile. This may be arranged in conjunction with management via written notification. Subject to no conflict with current sponsors or risk to reputation or our brand, Management will not unreasonably withhold approval or seek to benefit from the artist's independent business relationship.

PART D – WAGES AND RELATED MATTERS

16. WAGE INCREASES

- 16.1 The Company agrees to increase minimum rates of pay as set out below, subject to the proviso that should inflation be greater than the agreed wage adjustments over any calendar year, salaries in the following year will be adjusted by the inclusion of the differential percentage.

For dancer classifications from Corps de Ballet to Principal platform:

1 February 2014	3%
1 February 2015	3%
1 February 2016	3%

- 16.2 It is agreed that inflation shall be measured by the ABS All Groups Index for the year ending December, but exclusive of any new tax or similar impact for which there is a corresponding concession.

- 16.3 For all other categories - Performer and Supernumerary

1 July 2014	3%
1 February 2015	3%
1 February 2016	3%

For all other categories – Training Wage

1 February 2014	3%
1 February 2015	3%
1 February 2016	3%

17. MINIMUM RATES OF PAY

17.1 Engaged by the week

Table 1 Total Minimum Weekly Rates

Weekly	31 Jan 2014	01 Feb 2014 3%	01 Feb 2015 3%	01 Feb 2016 3%
Classification	\$	\$	\$	\$
Corps de Ballet				
1 st year artist	1014.92	1045.37	1076.73	1109.03
2 nd year artist	1057.43	1089.15	1121.83	1155.48
3 rd year artist	1093.09	1125.88	1159.66	1194.45
4 th year artist	1128.71	1162.57	1197.45	1233.37
5 th year artist	1159.55	1194.34	1230.17	1267.07
Coryphée	1211.74	1248.09	1285.53	1324.10
Soloist				
1 st year	1318.42	1357.97	1398.71	1440.67
2 nd year	1340.41	1380.62	1422.04	1464.70
3 rd year	1365.84	1406.82	1449.02	1492.49
4 th year	1386.92	1428.53	1471.38	1515.52
Senior artist	1460.74	1504.56	1549.70	1596.19
Principal	1651.04	1700.57	1751.59	1804.14
Principal platform	2201.72	2267.77	2335.80	2405.88

Weekly	31 Jan 2014	01 Feb 2014 3%	01 Feb 2015 3%	01 Feb 2016 3%
	\$	\$	\$	\$
Training Wage	744.5	766.84	789.84	813.54

Table 2 Total Minimum Weekly Rates

Weekly	31 Jan 2014	01 Jul 2014 3%	01 Feb 2015 3%	01 Feb 2016 3%
	\$	\$	\$	\$
Performer Grade 1	871.77	897.92	924.86	952.61
Performer Grade 2	938.92	967.09	996.10	1025.98

17.2 Engaged casually - minimum rates

Table 3 Casual Engagements for Performers' Grades 1 & 2

	31 Jan 2014	01 Jul 2014 3%	01 Feb 2015 3%	01 Feb 2016 3%
Rehearsals	\$	\$	\$	\$
Per hour	36.39	37.48	38.61	39.76
Per performance				
Performer Grade 1	166.86	171.87	177.02	182.33
Performer Grade 2	180.49	185.90	191.48	197.23

Table 4 Supernumeraries

	31 Jan 2014	01 Jul 2014 3%	01 Feb 2015 3%	01 Feb 2016 3%
Supernumerary	\$	\$	\$	\$
Per hour	24.92	25.67	26.44	27.23

- i) An employee engaged on a casual basis shall be paid as set out above, inclusive of the appropriate loading as advised by Live Performance Australia.
- ii) A supernumerary shall be paid as set out above with a minimum rehearsal call of three hours and a minimum performance call of four hours.

17.3 Juveniles are to be paid the following applicable percentage of the rate appropriate for an artist with less than one year's service with the Company.

Under 16 years	50%
Under 17 years	75%
17 years and over	100%

When a juvenile is required by the Company to travel away from home he/she shall be paid the minimum artist's weekly rate of pay plus the on-tour allowances as set out in this Agreement.

17.4 Students of The Australian Ballet School who are engaged for productions of The Australian Ballet shall be paid at the 1st year Corps de Ballet rate except when engaged as a supernumerary.

17.5 A Coryphée or Corps de Ballet dancer who performs a designated Principal role will receive a weekly salary equal to that of a first year Soloist for the week in which the performance/s took place.

18. PAYMENT OF WAGES

- 18.1 Wages shall be paid to a dancer engaged by the week not later than 5.00 p.m. on Thursday of each week. Extra amounts due to an employee for overtime, allowances etc. that cannot be conveniently included in an employee's wages for a particular week, may be paid to the employee in the following week.
- 18.2 Unless otherwise agreed between the parties, wages shall be paid to an employee by direct bank deposit without deduction (other than advances on amount of wages or tax or other deductions which the Company is bound by law to deduct or authorised by the employee to deduct). All wages shall be accompanied by details clearly outlining all allowances, penalty payments and tax.

19. ANNUAL WAGE REVIEW

- 19.1 It is a term of this Agreement that the employee and his/her representative undertakes for the duration of the Agreement, not to pursue any extra claims, award or non-award, except as provided for in this Agreement.

20. ALLOWANCES

20.1 Wardrobe and make-up

- 20.1.1 Employees shall provide their own make-up except that when the Company requires the employee to use production-specific body or face make-up, the Company shall provide such make-up plus proper facilities for removal of same.
- 20.1.2 The Company shall provide all wardrobe and footwear, stockings, leotards and fleshings, wigs and appurtenances required by the Company to be used in performance or dress rehearsal and they shall be provided newly laundered and/or cleaned and shall be maintained in a clean and hygienic condition by the Company.
- 20.1.3 The Company shall cover the cost of performance-specific haircuts.
- 20.1.4 The Company shall provide each female dancer with new performance tights as follows:
- i) To each corps de ballet, coryphée, soloist and senior artist - one pair every five performance weeks.
 - ii) To each principal dancer - one pair every four performance weeks.
- 20.1.5 The Company shall provide each male dancer with an amount equivalent to the cost of four jockstraps per year. This allowance shall be paid to the employee in the first or second weekly pay of the year.
- 20.1.6 Female employees shall be entitled to the following:
- i) Corps de ballet and coryphée artists - two new pairs of pointe shoes per week.
 - ii) Soloists, senior artists or artists required to dance soloist or principal roles - three new pairs of pointe shoes per week.
 - iii) Principal artists - six new pairs of pointe shoes per week.
- 20.1.7 The Company shall provide each female dancer with an amount equivalent to the cost of one roll of pointe shoe ribbon. This allowance shall be paid to the employee in the first or second weekly pay of the year.

20.1.8 All shirts, tights and similar garments shall be laundered at the Company's expense and, where practicable, prior to the commencement of each performance.

20.1.9 An employee who agrees to appear nude or semi-nude will be paid an allowance for each performance of no less than the allowances set out below:

1 February 2014	\$26.04
1 February 2015	\$26.82
1 February 2016	\$27.62

20.2 If the Company requires an employee to attend a wardrobe fitting at the Company's business, such attendance shall be counted as time worked.

21. PHYSIOTHERAPY, MYOTHERAPY & PILATES

21.1 The Company agrees to provide physiotherapy, in-house myotherapy and in-house Pilates to the dancers free of charge.

22. SUPERANNUATION

22.1 In addition to all payments provided for under this Agreement, the Company shall make a superannuation contribution to a fund of the employee's choice on behalf of the employee, equivalent to the amounts set out below:

- i) For dancer classifications from Corps de Ballet to Principal Platform, not less than 10% of the employee's actual rate of pay.
- ii) For the life of this agreement (2014-2017), the company will maintain a superannuation contribution equal to the government mandated rate plus an additional 1%.
- iii) For all other employees including casual performers, supernumeraries and juveniles, as required by law.

22.2 The employer fund is The Australian Ballet Superannuation Plan (BT) and the industry fund is Media Super.

PART E – HOURS/DAYS OF WORK, OVERTIME AND SCHEDULING

23. HOURS OF WORK AND TIME OFF

23.1 Employees engaged by the week

23.1.1 General

- i) The maximum working hours which may be required in any week shall be:
 - a) For a rehearsal week during which no performance is given: 35 hours.
 - b) For a week in which a performance or performances are held: 42½ hours.
 - c) The average number of working hours per week in any given year shall not exceed 40.
- ii) The Company may provide ballet classes on each day of the week, Monday to Saturday inclusive. Classes shall be of at least one hour's duration. Attendance at a minimum of four classes per week shall be obligatory for the employee and shall be counted as time worked. Attendance at any other classes shall be optional. No single class shall be nominated as obligatory by the Company, with the exception of the provisions of clause 23.1.1(v). On a day on which more than one performance is given, class attendance shall not be counted as time worked.
- iii) No work shall be required on Christmas Day or Good Friday and no employee may be required to work more than six days in any week except in an emergency when a rehearsal (but not a performance) may be held on the seventh day.
- iv) Whenever possible a break in performance of two days between the end of one program in any city and the commencement of the next be granted, and that a reasonable break in performance between seasons generally be allowed.
- v) In the case of the April-May Sydney season, a day free of work shall be provided in addition to the travel day, provided that Sunday shall not be a designated travel day. The day free of work shall ideally be the working day prior to departure from Melbourne, or otherwise as close as possible to the travel day. The Company shall endeavour to provide the same arrangements for the November-December Sydney season. When two free days are provided in accordance with this provision, class shall be provided on both days and attendance at either one is compulsory.
- vi) A break of twelve hours between completion of one day's work and the commencement of another shall be given to an employee. Such a break shall be clear of dressing, undressing, make-up or other work.
- vii) Wherever possible any choreographer creating a new work will have access to the complete company of dancers required for the contracted period of that ballet's rehearsal.
- viii) When more than one call for rehearsal of other work is made on one day, an interval of one hour shall be given to employees after each four hour period of work. The interval shall be clear of any dressing, undressing, make-up (see 23.1.3(ii)) or other work.
- ix) Employees shall be given, in the Company's time, a tea or rest break of fifteen minutes at the end of each two and a half (2 ½) hours work at rehearsal, except in the case of a joint rehearsal of orchestra and dancers, in which case the same break given to members of the orchestra shall be given to dancers.
- x) No performances shall be required during the five weeks immediately following an employee's return to work from annual leave, provided that this provision shall apply

only in respect of a period of annual leave granted and taken in December and January each year, and not otherwise.

23.1.2 In a week in which rehearsals only are held and during which no performance is given, the following provisions shall apply:

- i) Rehearsal shall be held Monday to Friday (inclusive) only, and no more than two rehearsal sessions shall be worked on any one day.
- ii) Rehearsal sessions shall commence no earlier than 10.30am and conclude no later than 7.30pm.
- iii) A maximum of seven hours shall be worked on any one day, except in the two weeks prior to commencement of a new production, in which case eight hours may be worked on two out of the five days, Monday to Friday (inclusive).

23.1.3 In a week in which performances (and rehearsal if required) are held, the following provisions shall apply:

- i) The ordinary hours during which a performance may be held shall be from 10.30am to 11.30pm on any of the six days Monday to Saturday (inclusive) except as otherwise provided in this Agreement.
- ii) An employee shall be credited with thirty minutes working time for preparatory duties such as dressing and make-up prior to a performance or dress/make-up rehearsal and fifteen minutes working time for undressing, removing of make-up etc. following such performance/rehearsal. If any employee is directed to attend in excess of thirty minutes prior to the commencement of a performance or dress/make-up rehearsal, such excess time shall be counted as time worked.
- iii) A performance shall not exceed three and a quarter hours in duration and such three and a quarter hours shall include dressing, make-up, and undressing time. An employee shall be credited with three and a quarter hours of working time for each performance in which the employee takes part. Any time worked beyond that specified here shall be paid overtime in accordance with clause 25.
- iv) On any day on which one performance other than a matinee is given, one rehearsal session of four hours may be given except as otherwise provided in this Agreement. Such rehearsal shall commence no earlier than 10.30am and shall conclude at least three hours before the commencement of the performance. The period of three hours may be abridged in the case of emergency cast replacement only.
- v) On a day on which two performances are given by an employee, the employee may not be required to carry out any rehearsal except in the case of emergency cast replacement.
- vi) An employee shall be given a break of at least one and three quarter hours between the conclusion of one performance and commencement of the next on the same day. The break shall be clear of dressing, undressing, make-up and other work.
- vii) Should the employee not be given a break of appropriate duration in accordance with subparagraph (vi), the Company shall provide the employee with a meal at the theatre or payment in lieu of said meal of \$25.44 (at 01.07.2013)
- viii) A dancer who is requested to attend an overtime call on a performance day will be responsible for informing the artistic administrator directly if they intend not to attend the call by the end of the day on which the schedule was posted. Shorter

notice may be given in the case of illness or injury. It is understood that these overtime hours remain at the dancer's discretion.

23.2 Engaged casually

23.2.1 A dancer engaged casually may be engaged by the day in the following manner:

- i) For eight hours rehearsal between the hours of 10.30am and 7.30pm, or
- ii) For three hours rehearsal and a performance, both to be held on the same day, or
- iii) For two performances to be held on the same day, provided no rehearsals are required on this day.

23.3 A supernumerary engaged casually may be called for a maximum of eight hours work in any one day.

23.4 Meal intervals detailed in sub-clause 23.1.1, viii) and ix) shall apply to casual employees and supernumeraries.

24. NUMBER OF PERFORMANCES

24.1 Engaged by the week

The maximum number of performances which the Company may require an employee to give in any one week shall be:

- i) In the case of all classifications of employee other than Principal Artist – eight performances per week.
- ii) A Principal Artist shall not be required to take part in a full length ballet in more than four performances per week except in the following circumstances:
 - a) In case of emergency
 - b) When performing a character principal role
 - c) When appearing as a guest principal
- iii) Three short one-act ballets in any one day may count as one full-length ballet. No more than one full-length ballet, or three short one-act ballets, should be performed by a Principal Artist on any one day except by mutual agreement.

24.2 In all circumstances where an employee is required to give more than the number of performances in any one week as set out above in addition to the employee's weekly wages for that week such employee shall also be paid:

- i) Where the employee is not a Principal Artist; one eighth of the employee's weekly wage for each performance in excess of eight in any one week.
- ii) Where the employee is a Principal Artist; one quarter of the employee's weekly wage extra for each full length ballet, or its equivalent in excess of four in any one week.

25. OVERTIME

25.1 For the purpose of calculating hourly, overtime, penalty, Sunday and Public Holiday rates and other rates of pay based on the employee's weekly wage:

- i) An employee's actual weekly wage shall be used, with the exception of Principal artists.
- ii) If a Principal artist's weekly wage does not exceed the Principal platform rate, his/her actual weekly wage shall be used.
- iii) If a Principal Artist's weekly wage exceeds the Principal platform rate, his/her actual weekly wage for the purposes of this clause shall be the Principal platform rate.

- 25.2 An employee's daily rate of pay shall be calculated by dividing by five his/her weekly rate (or rate determined by 25.1 above)
- 25.3 An employee's hourly rate of pay shall be calculated by dividing by eight his/her daily rate.
- 25.4 The hourly wage rate paid to an employee engaged casually shall be the basis for the purpose of calculating overtime, penalty, Sunday and Public Holiday rates and any other rates of pay.
- 25.5 For the purposes of calculating overtime, each day's overtime shall stand alone except as provided in this Agreement.
- 25.6 Overtime shall be calculated per quarter hour, part of a quarter hour being treated as a full quarter hour irrespective of whether overtime is worked as rehearsals or performance.
- 25.7 Overtime shall not be paid twice for the same time worked.
- 25.8 Where an employee is paid for any extra performance(s) as detailed in clause 24, the hours paid for in relation to the extra performance(s) shall not be included in calculating the weekly total of hours.
- 25.9 All work performed in excess of the prescribed weekly total of hours, or outside the prescribed spread or range of hours, or due to a prescribed break or interval that is curtailed or extended beyond the specified hours, shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided that:
- i) In a week of rehearsal only where the number of hours worked exceeds thirty- five, overtime shall be paid at the rate of double time.
 - ii) Except in the case of emergency cast replacement, where a rehearsal is held on a day when two performances are given by an employee, overtime shall be paid at the rate of double time for the duration of this rehearsal.

26. SUNDAYS AND PUBLIC HOLIDAYS

- 26.1 In accordance with clause 23.1.1 (iii), no work will be required on Christmas Day or Good Friday. Any work performed on Sundays or other public holidays including rehearsal shall be subject to the minimum rates set out below.
- 26.2 The Company may require the employee to perform on a Sunday on no more than four occasions in any year of employment, provided that the following conditions apply to any Sunday worked in accordance with this subclause:
- i) No more than five hours work shall be required
 - ii) No rehearsal shall take place
 - iii) An employee shall be given another day off work either in the week before or after the relevant Sunday
 - iv) An employee shall receive ordinary pay as for a day's work
 - v) An employee shall not be required to perform work in accordance with this subclause on consecutive Sundays
 - vi) Sunday work shall not take place in a week in which there is a mid-week double show day, or in a week in which a performance recorded for broadcast takes place.
- 26.3 Notwithstanding the provisions of subclause 26.2, the conditions outlined in clauses 26.4 and 26.5 apply to Sunday work.

26.4 Engaged by the week

An employee engaged by the week will receive the following in addition to his/her ordinary weekly wage for the week:

- i) For time worked on a Sunday that is in addition to the employee's prescribed week's work, one-third (1/3) of his/her ordinary weekly wage.
- ii) For time worked on a Sunday as part of the employee's prescribed week's work, one-sixth (1/6) of his/her ordinary weekly wage, provided that the employee has one complete day off duty in that week.
- iii) For Labour Day in Victoria or any day observed as that day in lieu of the actual day, one sixth (1/6) of his/her weekly wage.
- iv) On other holidays, one twelfth (1/12) of his/her weekly wage for the week. The said holidays are those observed in Victoria where the employment occurs: New Year's Day, Australia Day, Anzac Day, Easter Saturday, Easter Monday, Queen's Birthday, Boxing Day and Melbourne Cup Day as those actual days or in lieu of those actual days.
- v) If no work is done on any of the holidays referred to in this clause, the wage for the week will be paid as usual without deduction.

26.5 Engaged casually

An employee engaged casually will receive the following:

- i) On a Sunday and on Labour Day or any day observed as that day in lieu of the actual day, double the prescribed minimum rate.
- ii) On other holidays, one and a half times the prescribed minimum rate. The said other holidays are those observed in the State where the employment occurs as New Year's Day, Australia Day, Anzac Day, Easter Saturday, Easter Monday, Queen's Birthday, Boxing Day, and in the State of Victoria, Melbourne Cup Day, and all other days regarded and observed as holidays throughout the States of Australia and its territories as those actual days or in lieu of those days.

27. REHEARSAL AND PERFORMANCE SCHEDULES

27.1 A schedule of performance and rehearsal hours shall be provided by the Company weekly, giving the employee at least three days' notice of the forthcoming schedule. A copy of such schedule will be prominently displayed on a notice board used only by The Australian Ballet.

27.2 An employee shall be given at least forty-eight hours' notice of any change in rehearsal and/or performance hours except in the case of emergency.

PART F - LEAVES OF ABSENCE

28. ANNUAL LEAVE AND ANNUAL LEAVE LOADINGS

28.1 An employee is entitled to four (4) weeks annual leave on full pay for each year of service.

28.2 An employee before going on annual leave shall be paid his or her ordinary rate of pay for the period of leave and in addition, seventeen and one-half per centum (17 ½ %) of the total amount paid for such leave, provided the timing of such payment may be adjusted with mutual consent.

28.3 Where any public holiday falls within a period of annual leave an additional day for each day of holiday shall be added to the period of leave.

28.4 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.

28.5

- i) The Company may allow annual leave to an employee in advance – i.e. before he/she has accrued the amount of annual leave in accordance with subclause 28.1. Where this occurs, further annual leave does not commence to accrue until the expiration of the period needed to accrue the annual leave already taken.
- ii) Where annual leave has been granted to an employee in advance and the employee subsequently leaves or is discharged before completing the necessary accrual period, the Company may deduct the amount of such excess from any remuneration payable.

28.6

- i) When employment ends, any accrued annual leave that has not been taken by the employee shall be paid out in full.
- ii) When employment is terminated by the Company, any annual leave accrued by the employee shall be paid out in full with leave loading; except when an employee is terminated for serious misconduct, accrued annual leave is paid without leave loading.

28.7 The annual leave provided for by this clause shall be allowed and shall be taken and, except as provided in 28.6 above, cannot be cashed out.

28.8 An employee sent on annual leave shall not be recalled for duty except by mutual agreement between the Company and the employee.

28.9 If the Company finds it necessary to vary the date of commencement of an employee's annual leave with less than eight weeks' notice, and the employee can show that through such variation he/she actually lost payments reasonably made and retained no benefit, the Company shall reimburse the employee for such loss.

29. LONG SERVICE LEAVE

29.1 The Long Service Leave (Amendment) Act 2005 as amended forms the basis of the long service leave provisions applicable to all employees retrospectively to the beginning of employment.

29.2 Upon completing eight years' service a dancer may request pro-rata long service leave which shall not exceed four weeks leave. 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 Artistic Director.

29.3 Further, the granting of the leave in 29.2 above will be on the condition that the dancer returns to the company fit for work, and fulfils his/her existing contract. If this condition is not met, the pro-rata long service leave will be refunded to the company.

30. PERSONAL LEAVE (SICK, CARER'S & COMPASSIONATE/ BEREAVEMENT LEAVE)

30.1 This clause should be read in conjunction with The Australian Ballet's Personal Leave Policy.

30.2 Sick and Carer's Leave

An employee engaged by the week, who is absent from work on account of personal illness or injury, or to provide care and support to a member of their immediate family or household, shall be entitled to leave with pay subject to the following conditions:

- i) An employee is entitled to accrued paid personal leave of twelve days in each year of service.
 - ii) Personal leave is accrued for each period of 4 weeks continuous service and accumulates from year to year.
 - iii) The employee shall not be entitled to paid personal leave for any period of absence in respect of which he/she is paid WorkCover.
 - iv) The employee shall inform the Company of his/her inability to report for duty by midday 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.
 - v) The employee shall, if required by the Company, provide satisfactory evidence of the nature of the injury and of their inability to attend for duty on any days for which personal leave is claimed.
 - vi) Subject to the provisions of this clause an employee shall be allowed four days sick leave per year without having to produce a medical certificate.
 - vii) An employee is entitled to use personal leave or unpaid leave to care for a member of his/her immediate family or household (carer's leave). Immediate family means an employee's spouse, including a de facto or former spouse whether a same sex partner or not, a child or ex-nuptial child, parent, grandparent or sibling of the employee or employee's spouse.
- 30.3 An employee suffering injury through an accident arising out of and in the course of employment shall not suffer any deduction from his/her pay if required to attend a doctor, dentist, hospital or other necessary appointment(s) for up to five hours on any one day. Any expenses related to such attendance shall be reimbursed by the Company.
- 30.4 **Compassionate Leave**
An employee is entitled to up to 3 days paid leave to visit a seriously ill relative or following the death of a member of the employee's immediate family or a member of the employee's household or up to 1 day for extended family or a close friend. The Company may require an employee to produce proof of the need for such leave. This subclause shall have no operation whilst the period of entitlement to leave under it coincides with any other period of entitlement to leave.

31. PARENTAL LEAVE

- 31.1 This clause should be read in conjunction with The Australian Ballet's Parental Leave and Family Policy and the terms of the NES Parental Leave as provided for in the Act. In the instance that this clause differs with the provisions of The Australian Ballet's policy, the more generous of the two will prevail.

31.1.1 Any period of leave granted in accordance with this clause (maternity, partner or adoption) shall not be regarded as constituting a break in the continuity of the employment of the employee for the purpose of calculating long service leave and other benefits.

31.1.2 Nothing in this clause shall affect the right of the employee 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.

31.1.3 An employee upon returning to work after parental leave (maternity, partner or adoption) shall be entitled to the position which he/she held immediately before proceeding on such leave, provided that the employee is physically fit and able to commence work at the conclusion of the leave in accordance with the employee's contract. The Company may consult with the employee eight weeks prior to the expiration of the parental leave so as to assist the employee to arrange a physical regimen which will enable the employee's return to work by the required date.

31.1.4 An employee shall confirm their intention of returning to work by notice in writing to the Company not less than 4 weeks prior to the expiration of their period of parental leave, and shall be entitled to the position they held immediately before proceeding on parental leave, provided however that the employee is physically fit

31.1.5 Arrangements for the payment of parental leave entitlements are agreed between the employee, HR and relevant Director prior to leave being taken. Payment arrangements might include, but is not restricted to; half pay for twice length of time to be taken, weekly payments in accordance with regular pay cycle.

31.2 Maternity Leave

31.2.1 A female employee with at least 12 months continuous service with the Company who becomes pregnant shall, upon application to the Company, be entitled to:

- i) leave with pay for an unbroken period of 14 weeks;
- ii) up to 52 weeks leave (paid and/or unpaid) after the birth of the child provided that such period of leave shall be unbroken and shall not extend beyond the child's first birthday;
- iii) in accordance with the Act, an employee may request an extension to the period of leave granted (see ii above) for a further period of up to one year.

31.2.2 A female employee with less than 12 months service with the Company who becomes pregnant may be entitled to such unpaid leave within the period of her contract as is mutually agreed.

31.3 Partner Leave

31.3.1 An employee with at least 12 months continuous service whose partner gives birth to a child shall be entitled to:

- i) 2 weeks leave on full pay;
- ii) A period of unpaid partner leave, the total of which shall not exceed 52 weeks, in order to be the primary care giver of the child, provided that such leave shall not extend beyond the child's first birthday.

31.4 Adoption Leave

31.4.1 An employee with at least 12 months continuous service, shall, upon application and producing to the Company relevant adoption documentation, be entitled to a period of adoption leave (paid and/or unpaid). The total of such leave shall not exceed 52 weeks and shall not extend beyond one year after the placement of the child.

31.4.2 Paid adoption leave of 14 weeks is available to employees after 12 months (1 year) continuous service.

- i) Paid partner leave of up to 14 weeks is available if the employee is the primary care giver of the newly placed child. The employer may require evidence of primary care giver status before the additional paid leave is approved.

31.4.3 When both parents are employed by The Australian Ballet then the combined paid adoption leave is 14 weeks.

32. LEAVE FOR INDUSTRIAL RELATIONS PROCEEDINGS

- 32.1 The Company shall grant leave without loss of pay to an employee reasonably required to attend proceedings under the Act subject to such leave not preventing the employee appearing in a scheduled class, rehearsal or performance without the prior consent of the Company.

PART G - TRAVEL AND TOURING ARRANGEMENTS

33. TOURING ARRANGEMENTS

Where an employee is required to work away from his/her place of residence in the Company's interests, the following provisions shall apply:

33.1 Travel

- 33.1.1 Travel shall be provided by the Company and shall be by economy class air service or at a similar standard on another mode of transport. In all cases the Company shall provide transportation throughout any tour and return to Melbourne per custom and practice.
- 33.1.2 An employee on Company travel arrangements required to travel to or from an airport shall have such travel provided by the Company, or shall be reimbursed for the cost of such transport to a maximum of \$39,51 per person for any single trip, as at 01.07.2014, increasing on 1 July each year. This reimbursement will be paid to the employee in advance of travel. Where an employee arranges their own flights, there is no reimbursement for travel to and from the airport.
- 33.1.3 An employee shall not be required to travel between major cities on the same day as taking part in a performance or a rehearsal except by mutual agreement between the Company and the employee.
- 33.1.4 Where an employee is detained at work beyond 11.30pm or until it is too late to travel home by the last train, tram or other regular public conveyance, the Company will provide proper conveyance to the employee's home for the employee.
- 33.1.5 An employee engaged on an initial three month contract with an option for The Australian Ballet to extend the contract shall be provided with an economy airfare to Melbourne from their original location should that not be Melbourne. Should the employee's contract not be extended the Company shall provide an economy airfare from Melbourne back to their original location or its equivalent.

33.2 Accommodation

- 33.2.1 In this clause, "suitable accommodation" means single room, modern motel or serviced apartment accommodation with private facilities provided that where an employee 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.

33.2.2 Where the period involved is one week or less the Company shall provide suitable accommodation or if the Company and the employee agree an allowance of \$163.26 (from 01.07.2014) per night shall be payable in lieu of the provision of accommodation.

33.2.3 Where the period involved is greater than one week the Company shall provide suitable accommodation or if the Company elects not to provide accommodation then the Company shall reimburse the employee for the expenses of such accommodation up to the maximum limits set out in The Award. Reimbursement shall be made weekly or as mutually agreed upon presentation by the employee of a receipt for the accommodation.

33.2.4 'Own Arrangements' Accommodation

In lieu of the provisions of sub-clause 33.2.3 an employee may elect to take an allowance of \$580.75 (from 01.07.2014) per week or \$116.15 (from 01.07.2014) per night up to a maximum of the weekly allowance. Where an employee elects to take this allowance, payment shall commence in the week travel commences.

33.2.5 Any dispute as to the operation of this clause, whether accommodation provided by the Company is deemed suitable, or arising if any party is of the view that suitable accommodation cannot be provided for any reason, shall be dealt with in accordance with clause 10.

33.2.6 For a period of travel of seven days or less, an employee may request to be provided accommodation with cooking facilities. Such a request may be granted subject to such accommodation being available at about the same cost as the accommodation proposed by the Company.

33.2.7 For travel of a week or longer, as much notice as practicable and at least 14 days' notice shall be given to employees. Such notice shall include details of the accommodation if it is to be provided by the Company.

33.2.8 Where there are special circumstances which the Company considers preclude it from being able to offer single accommodation, the Company shall provide all relevant information to the dancers setting out the basis of the claim that special circumstances apply and the nature of the accommodation to be provided. The dancers shall meet to consider the request and, if a majority agree, shared accommodation may be provided.

33.2.9 Where the Company avoids or seeks to avoid the operation of this clause by inducing an employee or prospective employee to misrepresent his/her place of residence, or engages an employee where the Company knows that their place of residence has been misrepresented, the provisions of this clause shall be applicable as though the employee's place of residence had been correctly stated.

33.3 Meals/Incidentals

33.3.1 An employee required to travel shall be provided by the Company with all meals or paid an allowance up to a maximum of \$263.25 per week (seven days), from 01.07.2014 increasing on 1 July each year. Where the travel is five days or less, or for part-weeks at the beginning or end of a tour, the allowance will be \$52.65 per day from 01.07.2014, increasing on 1 July each year.

33.3.2 If an employee is required to travel in the Company's interest more than eight kilometres from his/her usual place of employment in each city or town, he/she shall be provided with suitable meals whilst so absent, or the Company shall pay the employee an allowance of \$25.44 per meal.

33.3.3 An employee required to travel shall be paid an allowance for incidentals up to a maximum of \$72.00 per week (seven days) from 01.07.2014 increasing on 1 July each year. Where the travel is five days or less, or for part-weeks at the beginning or end of a tour, the allowance will be \$14.40 per day from 01.07.2014, increasing on 1 July each year.

33.4 Use of Private Transport

33.4.1 When an employee chooses to make his/her own way to the next place of engagement or working venue and journeys by car, the owner/driver or passenger shall use the motor vehicle at his/her own risk and the Company, its servants and agents shall have no liability to the employee other than (if any) imposed by the Victorian Accident Compensation Act 1985 for any loss, damage or expenses suffered by him/her as a result of the use of the motor vehicle.

33.4.2 When an employee, travelling between places of engagement chooses to make his/her own way and journeys by car with the approval of the Company (which shall not be unreasonably withheld), he/she shall be paid by the Company an allowance equal to the amount which the Company would have paid if the employee had travelled with the company.

33.4.3 When an employee attends for work at his/her notified place of work and is required to attend elsewhere by the Company, a taxi or suitable alternative shall be provided. Should the employee be required to make his/her own way by car the employee shall be paid an allowance of 88 cents per kilometre.

33.5 Transportation of Luggage

33.5.1 Where luggage is subject to a size or weight allowance and the luggage of the employee exceeds the allowance carried free for a member of the public travelling by such transport, the management shall transport from theatre to theatre within Australia at its expense one suitcase or its equivalent not exceeding 20kgs in weight. This provision will generally only apply to Sydney, Brisbane, Adelaide, Canberra & return to Melbourne where the sets and costumes are to be transported by road.

33.5.2 The Company shall adequately insure the employee's luggage against loss, theft or damage while in the Company's charge.

34. OVERSEAS TOURING

When touring overseas the Company shall meet the terms and conditions of this Agreement wherever practicable, subject to the minimum requirements below:

34.1 No later than two months before the tour begins the Company shall enter into discussions with employees and their representative to determine terms and conditions for the tour including per diems.

34.2 Artists shall be accommodated in modern motel/hotel accommodation with en suite facilities.

34.3 All efforts will be made to accommodate the company in one hotel located no more than 30 minutes from the theatre. In the event that the company is to be located in two hotels, both shall be of equal standard.

34.4 The Company shall meet all costs associated with artists obtaining new or replacement passports, photographs and appropriate visas.

34.5 All efforts will be made by the Company to have visas stamped or inserted into the individual passports of the touring artists.

- 34.6 The Company shall arrange for the safekeeping of passports whilst on tour. Artists may be responsible, if they wish, for the care of their individual passports providing the passport is returned to company management when required prior to departure for preparation purposes. In the event that the passport is lost by an individual artist, he/she will be responsible for all costs associated with replacement.
- 34.7 The Company shall meet all medical costs associated with appropriate inoculations for the areas to be visited.
- 34.8 The Company shall pay a full day's per diem at the end of a tour where the time of a flight departure is after 1.00 pm.
- 34.9 If reasonable food is not available within 15 minutes walking distance from the theatre, food shall be arranged by the Company on the artists' behalf at the theatre.
- 34.10 Travel time shall be paid at single time for the first twenty (20) hours and thereafter at double time, to be taken as time in lieu or paid at the discretion of management.
- The Company may approach the employees with a proposal to extend the travel time paid at single time rates in order to improve the economics of any proposed tour. The dancers shall meet to consider the proposal and a majority of the performers must agree to the variation.
- For the purpose of calculating travel time, the commencement of the travel period shall be the nominated transport call time and shall conclude on arrival at the place of accommodation at the destination, provided that on the homeward journey the travel period will conclude thirty (30) minutes after the aircraft's actual arrival time at the airport.
- 34.11 While on tour, journeys in excess of one hour between the place of accommodation and the theatre shall be paid at overtime rates calculated in quarter hour intervals for the time in excess of one hour.
- 34.12 Whilst touring overseas the Company agrees to maintain the employee's workers' compensation insurance in addition to providing adequate medical insurance coverage.

PART H - OCCUPATIONAL HEALTH & SAFETY MATTERS AND AMENITIES

35. WORKCOVER

- 35.1 During the entire period of a dancer's employment by the Company the dancer shall be insured by the Company under the provisions of the Victorian Accident Compensation Act 1985 and amendments.

36. ACCIDENT/INJURY PAY

- 36.1 "Accident/injury pay" means a weekly payment of an amount being the difference between the weekly amount of WorkCover paid to a dancer pursuant to the provisions of the said Act and the wage to which such a dancer was entitled at the date of his/her injury.
- 36.2 The Company shall pay a dancer accident/injury pay where the dancer receives an injury for which compensation is payable by or on behalf of the Company pursuant to the provisions of the said Act.
- 36.3 The Company shall pay, or cause to be paid accident/injury pay during the incapacity of the dancer within the meaning of the said Act until such incapacity ceases or until the expiration of a period of 26 weeks from the date of injury, whichever event shall first occur.

- 36.4 A dancer shall not be entitled to any payment under this clause in respect of any period of paid annual leave, long service leave, or paid public holiday, if such leave or public holiday occurs after the expiration of the period determined in subclause
- 36.5 The termination of the dancer's employment for any reason during the period of any incapacity shall in no way affect WorkCover entitlements. The liability of the Company to pay accident/injury pay ceases on the day of termination of the employee's employment. No employee shall be terminated for the purpose of avoiding accident/injury pay.
- 36.6 In the event that a dancer receives a lump sum in redemption of weekly payments under the said Act, the liability of the Company to pay accident/injury pay as herein provided shall cease from the date of such redemption.
- 36.7 Where the dancer recovers damages from the Company or from a third party in respect of the said injury independently of the said Act, he/she shall be liable to repay to his/her Company the amount of accident/injury pay which the Company has paid under this subclause and the dancer shall not be entitled to any further accident/injury pay thereafter.

37. STAFF FACILITIES

- 37.1 The Company shall use its best endeavours to ensure that in theatres and places of rehearsal suitable toilet and washing room facilities are available and that suitable ventilation and heating is provided in theatre dressing rooms, places of rehearsal and other indoor areas where employees are required to work.
- 37.2 The Company shall provide facilities for making tea or coffee except where those facilities are provided by the theatre proprietor.
- 37.3 Where possible, a suitable rest area for the use of employees shall be provided by the Company in theatres and at places of rehearsal.

PART I – OTHER MATTERS

38. POSTING OF AGREEMENT AND NOTICES

- 38.1 The Company shall cause a copy of the *Recording and Broadcasting Arrangements* and this Agreement and any variation of this Agreement to be posted up in a suitable conspicuous place in the theatre, rehearsal rooms, hall or other place where employees perform or rehearse.
- 38.2 The Company shall allow MEAA to display, on the noticeboard at the Company's premises a copy of this award and formal MEAA notices signed or counter-signed by accredited MEAA representatives. Any notice posted on such board not so signed or countersigned may be removed by an accredited MEAA representative or by the Company.

39. DANCERS' MEETINGS

The Company shall allow for four (4) paid meetings of dancers per year of thirty (30) minutes duration. Any extension of time beyond thirty (30) minutes shall not be counted as time worked. Two (2) of the meetings shall be set for January and July respectively, the further two meetings may be initiated by either the Dancers' Representative or Alliance representative with 2.5 days' notice.

40. SUMMARY OF RECORDING AND PAYMENT ARRANGEMENTS (updated with 2013 CPI @ 28 February 2014)

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 14 days online plus 14 days Video on Demand 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.	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 16.3% 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				An equal share of 16.3% 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 Players					An equal share of 16.3% 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 players	\$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							

PART J - EXECUTION OF AGREEMENT

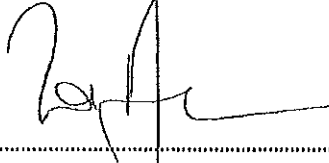
The parties to the above arrangement agree that a copy of this Dancers' Agreement shall be lodged with Fair Work Australia for certification in accordance with the requirements of the Fair Work Act 2009.

Signed for and on behalf of:

The Media Entertainment & Arts Alliance

245 Chalmers Street

REDFERN NSW 2016



Zoe Angus

Acting Director, Equity

Date:

27 August 2014

Signed for and on behalf of:

The Australian Ballet

5/2-6 Kavanagh Street

SOUTHBANK VIC 3006

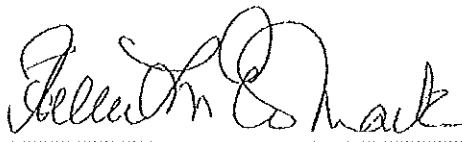


David McAlister

Artistic Director

Date:

20-8-14



Helen McCormack

Director of Artistic Operations

Date:

20-8-14

