



# DECISION

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

**Opera Australia**  
(AG2018/1644)

## **OPERA AUSTRALIA PERFORMERS AND MUSIC STAFF ENTERPRISE AGREEMENT 2017-2019**

Live performance industry

COMMISSIONER JOHNS

SYDNEY, 14 AUGUST 2018

*Application for approval of the Opera Australia Performers and Music Staff Enterprise Agreement 2017-2019.*

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

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

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

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

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 21 August 2018. The nominal expiry date of the Agreement is 31 December 2019.



COMMISSIONER

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## Annexure A

### IN THE FAIR WORK COMMISSION

**FWC Matter No.:**  
AG2018/1644

**Applicant:**

Opera Australia

Section 185 – Application for approval of a single enterprise agreement

### Undertaking- Section 190

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

1. I have the authority given to me by Opera Australia to provide this undertaking in relation to the application before the Fair Work Commission.
2. Definition of immediate family – Clause 17.1.2 of the agreement will be subject to the definition at s12 of the Act.
3. Notice of Termination during probationary period - Clause 31.8.2 of the agreement will be subject to the National Employment Standards.
4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



**Signature**

8 August 2018

**Date**

# OPERA AUSTRALIA PERFORMERS and MUSIC STAFF ENTERPRISE AGREEMENT 2017 – 2019

## 1 TITLE

This Agreement is known as the Opera Australia Performers and Music Staff Enterprise Agreement 2017– 2019.

## 2 ARRANGEMENT

This Agreement is arranged as follows:

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### 3 DEFINITIONS

For the purposes of this Agreement:

**Call** means a performance or rehearsal or recording session or a combination of any of these, of not less than three hours' duration unless otherwise specified, and includes a radio or television performance whether recorded or transmitted live.

**Stage call** means either a dress rehearsal or performance.

**Extra Call** means a call of three hours paid at time and a half.

**Chorister** means a member of a chorus.

**Chorus** means a group of singers who sing the chorus line of a musical score.

**Chorus Extra Payment** means an additional payment to Choristers on annualised salaries for work as specified in the clause concerning overtime provisions.

**Company** means Opera Australia.

**Employee** means a person employed by the Company under this Agreement.

**Immediate section** means one of the following sections of the Chorus:

- (i) 1st Tenors, 2nd Tenors, 1st Sopranos, 2nd Sopranos;
- (ii) 1st Baritones, 2nd Baritones, 1st Bass, 2nd Bass;
- (iii) 1st Mezzo-Soprano, 2nd Mezzo-Soprano;
- (iv) 1st Contralto, 2nd Contralto.

**Local show** means a show where the production is scheduled to take place in one location only and where the Company will engage for such production only employees who reside in that local area.

**MEAA** means the Media, Entertainment and Arts Alliance.

**Opera** means any generally recognised opera and includes Grand Opera.

**Operetta** means any generally recognised operetta.

**Part** means any of the following:

**Bit role A**, which means a solo line in addition to chorus work sung by a Chorister or any singer other than a Principal, and which may require additional production rehearsal outside of chorus production time.

**Bit role B**, which means a small role which will not normally require additional production rehearsal other than chorus production time.

**Featured role**, which means a role given special prominence, and which may have an important aria, duet or a complete scene or a complete act.

**Leading role**, which means which means a primary character (or characters) in the Opera from whom all action spreads and around whom all action comes together which bears the greatest vocal and dramatic responsibility in the opera.

**Support role** which means a secondary or shorter role.

**Parties** mean the Alliance and the Company.

**Performance** means work performed by employees in person before an audience except in the case of a final dress rehearsal attended by guests of the employees or Company staff.

**Performance Year** means the twelve month period from the beginning of the Sydney Summer season.

**Place of Engagement**, means Sydney in the case of employees engaged in Sydney, and Melbourne in the case of employees engaged in Melbourne.

**Place of Residence** means the place where an employee ordinarily resides. The Company may request an employee to state his or her Place of Residence at the time of audition or engagement.

**Principal** means a singer employed to sing or cover any role other than a Chorus part.

**Pro Rata Point** means a point accrued by a Principal when he or she takes part as a principal artist in a performance. A half pro rata point is accrued by a Principal when he or she covers a role(s) in a performance. These points are tallied to calculate overtime.

**Production** means the dramatic presentation by the Company of a musical score involving the physical staging of sets, costumes, properties and basic lighting plot.

**Redundancy** means a situation where the Company has decided that a particular job performed by an employee is no longer required to be done by anyone, and that leads to the termination of employment.

**Rehearsal** excludes an individual coaching call, but includes the following:

**Chorus Music Call**, which means a rehearsal where Chorus music is learnt.

**Dress rehearsal**, which means any rehearsal on stage when costumes are scheduled to be worn by at least some of the cast.

**General rehearsal**, which means the final rehearsal of a work or program before the first performance, where all elements of the production are brought together and the work or program is run as a performance, with or without an audience.

**Piano dress rehearsal**, which means a dress rehearsal where a piano or similar instrument is used in place of an orchestra.

**Production rehearsal**, which means a rehearsal to which either the full cast or part of the cast are called and are rehearsed without costume (other than that used throughout a rehearsal period) or make-up. This usually takes place in studio rehearsal space, but may be held on stage.

**Sitzprobe**, which means a musical rehearsal making use of the orchestra and cast which does not require either costume or movement on the part of the cast.

**Stage orchestral rehearsal**, which means a dress rehearsal involving the orchestra.

**Season** means that period of time in which performances are given in one city provided that no season may extend beyond three months, except in Sydney.

**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 will contain cooking facilities.

**Serviced apartment** means an apartment with cooking facilities for which clean linen is supplied once per week and the apartment cleaned at least once per week at the cost of Opera Australia.

**Theatre** means an auditorium which includes, as part of its facilities, dressing rooms.

**Tour** means circumstances in which an employee, at the direction of the Company, is required to be absent from his or her usual place of residence for one or more nights.

**Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law, and **transmitted** has a corresponding meaning.

**Week's pay** means the ordinary time rate of pay for the employee concerned, excluding overtime; penalty rates; special rates; fares and travelling allowances; bonuses; and any other ancillary payments of a like nature.

## **4 COVERAGE**

This Agreement covers the Media Entertainment and Arts Alliance (MEAA) and the Company in respect of all of its employees covered by the classifications set out in Parts 6 to 11 below. Exceptions apply in relation to the temporary employment of performers for non repertory Music Theatre productions under a Performers Collective Agreement, as and when agreed with the Alliance.

## **5 DURATION AND APPLICATION**

**5.1** This Agreement commences from the date on which it is registered and will remain in force until 31 December 2019. Thereafter it will continue to apply until replaced by a new agreement or until one or other party terminates it by giving three months' notice.

**5.2** This Agreement replaces all previous agreements, registered or otherwise, between the Parties in relation to the employees it covers.

**5.3** The relevant award for the purpose of this Agreement is the Live Performance Award 2010 and this Agreement replaces the provisions of that Award in its entirety unless specified to the contrary.

## **6 COMMITMENTS**

### **6.1 No Extra Claims**

There will be no further increases sought or granted during the duration of this Agreement except where provided for within the Agreement.

## **6.2 Underlying Principles**

The Parties are committed to working together throughout the life of this Agreement to:

- a) maintain a constructive and harmonious employment environment;
- b) recognise the professionalism, competence and skill of artists and staff, and their contribution to the Company's activities;
- c) achieve greater flexibility and efficiency in working arrangements that help to ease the cost impact of the salary increases on the Company's activities, while protecting income and facilitating production and performance requirements, within the framework of a safe working environment;
- d) help prevent and eliminate discrimination, harassment and bullying from the workplace, and in particular ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects;
- e) provide a satisfying working environment and good morale within the Company.

## **6.3 Salary Increases**

The salaries and wages provided in this Agreement will increase by:

2%, commencing from the first full pay period in January 2017;

2.5% commencing from the first full pay period in January 2018;

3% commencing from the first full pay period in January 2019.

Employees will receive the base salary increases from the first full pay period in January, subject to registration of the Agreement by the Fair Work Commission.

Work related allowances will increase in line with base salary increases from the first full pay period in January. Changes to industry allowances will come into effect from 1 July each year, or as otherwise determined in the adjustment of industry allowances, or as agreed by the parties and specified in this Agreement.

## **6.4 No reduction of salary**

An employee who on the date of coming into force of this Agreement is receiving a higher rate of pay than is set out in the rates for their classification in parts 6 -11 will not have their rate of pay reduced as a consequence of the coming into operation of this Agreement.

## **6.5 Size of ensemble**

The Company confirms its intention to maintain:

- at least the current number of Ensemble Principals on ongoing/52 week (or longer) contracts, and
- a Chorus of 48 full-time members (and no less than 40),

Where the financial position of the company necessitates less than 48 full time chorus members, the company confirms its intention to bring the number back up to 48 as soon as it is financially responsible to do so.

The Company will consult with the Principals, Chorus and the MEAA prior to any change in this policy.

## **6.6 Variation of the Agreement**

In accordance with the Fair Work Act 2009, the terms and conditions of this Agreement can be varied during its life where the Company, the MEAA and the majority of employees affected consent to the variation sought. Provided that such variation would not result in a reduction in overall terms and conditions of employment of such employees, it will become a schedule to the Agreement and will



take precedence over any provision of this Agreement, to the extent of any expressly identified inconsistency within the Agreement. Alternatively, an application to vary this Agreement may be made to the Fair Work Commission. The variation will be made available to all employees, the Company and the MEAA.

## **6.7 Individual flexibility agreements**

The Company and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement provided the individual agreement deals with arrangements about when work is performed, the arrangement meets the genuine needs of the Company and employee, and the arrangement is genuinely agreed to by the Company and employee.

The Company will ensure that the terms of any individual flexibility arrangement:

- a) are about individual variations to taking public holidays
- b) result in the employee being better off overall than the employee would be if no arrangement was made.

The Company will ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the employer and employee; and
- c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d) includes details of:
  - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- e) states the day on which the arrangement commences.

The Company will give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

The Company or employee may terminate the individual flexibility arrangement:

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

## **6.8 Renegotiation of Agreement**

The parties agree to begin, by 1 June 2019, negotiations for a new agreement to replace this one.

## **7 CONSULTATION**

- 7.1** The parties agree to maintain consultative mechanisms and procedures at the workplace in order to facilitate the efficient operation of the workplace. In particular, the Company will consult with its employees and the Alliance about significant workplace changes, including changes to season structures and changes to venues.

### **7.2 Major workplace change**

- a) This clause applies where the company is in the process of making a decision to introduce major workplace change that is likely to have a significant effect on employees covered by this Agreement.
- b) As soon as practicable, the company will notify and discuss with the MEAA and relevant

employee/s the introduction of the change and the effect the change is likely to have on the employee/s. The company will discuss measures to avert or mitigate the adverse effect of the change on the employee/s.

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

### **7.3 Change to regular roster or ordinary hours of work**

- a) This clause applies where the company proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- b) As soon as practicable after proposing to introduce the change, the company will discuss with the relevant employee/s (ie. those who may be affected by the change) the introduction of the change, and provide all relevant information about the change (excluding any confidential or commercially sensitive information), and about what the company reasonably believes will be the effects of the change on the employee/s.
- c) The company will invite the relevant employee/s to give their views about the impact of the change, including any impact in relation to their family or caring responsibilities.
- d) The relevant employee/s may appoint a representative for the purposes of the procedures in this clause, provided they advise the company of the identity of the representative in advance.
- e) The company will give prompt and genuine consideration to matters raised about the change by the relevant employee/s and/or their representatives.

### **7.4 Workplace Consultative Committee**

- a) The parties agree that a Workplace Consultative Committee (WCC) of workplace delegates and management representatives is established in order to monitor the implementation of this Agreement and to address matters identified during the Agreement negotiation process and further matters raised throughout the life of the Agreement.
- b) The composition and constitution of the WCC, including the regularity of meetings, is to be agreed between the workplace delegates and management.

## **8 DISPUTE RESOLUTION**

- 8.1** In the event of a dispute in relation to a matter arising under this Agreement, or any other relevant matter, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee/s concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee/s concerned and more senior levels of management as appropriate.
- 8.2** A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- 8.3** If a party feels that the dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to FWC for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the parties confer to the FWC the right to exercise any and all of its powers to allow arbitration to take place and allow the FWC to make orders to resolve the dispute.
- 8.4** It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.
- 8.5** Any dispute referred to the FWC under this clause should be dealt with by a member agreed by the parties at the time or, in default of agreement, a member nominated by either the head of the relevant panel or the President.
- 8.6** The decision of FWC will bind the Employer and Employee/s, subject to either party exercising any available right of appeal against the decision.
- 8.7** For the avoidance of doubt, this clause bestows upon the FWC the right to deal with disputes in relation to flexible working arrangements on reasonable business grounds, extension to unpaid parental leave, and any other matter dealt with by the National Employment Standards, in which case the dispute is subject to clauses 8.1 to 8.6 above.

## ***Part 2: Employment Relationship***

### **9 TYPES OF EMPLOYMENT**

**9.1** An employee will be engaged on one or another of the following bases, which will be confirmed in writing:

- a) on an ongoing basis (permanent); or
- b) for a particular period, or project, or for the run of a production (seasonal); or
- c) by the hour or the call (casual).

### **9.2 Full-time and part-time employment**

A permanent or seasonal employee may be employed either full-time or part-time. A part-time employee is entitled to the salary and conditions applying to a full-time employee, on a pro rata basis according to their agreed ordinary hours or work. Arrangements for job share are at Appendix A.

### **9.3 Requirement to work flexibly**

The Company may direct any employee to carry out such duties as are within the limits of their skill, competence and training.

### **9.4 Seasonal employment**

A seasonal contract may be renewed as often and for such periods as are agreed between Opera Australia and the individual employee. Where a new seasonal contract is taken up immediately upon the expiry of a previous contract, the total period of employment will be treated as continuous for entitlement purposes. Except where seasonal contracts are consecutive in this way, each period of seasonal employment is separate from any other, and no accumulation of benefits applies.

The Company undertakes to contract principal Singers for periods of greater than 12 months wherever repertoire and casting permits. This includes consideration of 2 year contracts, where circumstances permit, and where artists are available to commit to Opera Australia for the full period of proposed employment.

Where contracted for 12 months, a Principal Singer will be advised at the earliest opportunity, and no later than six months prior to conclusion of the current contract, if Opera Australia intends to contract the singer in the following year.

A contract of seasonal employment expires at the end of the agreed fixed term, without the need for either party to give notice, unless it is otherwise terminated during the fixed term in accordance with Clause 10.

### **9.5 Additional work**

If any work is done by the employee for the Company after the time of the expiration of the notice as provided in clause 10, or after the termination of a contracted engagement, otherwise than in pursuance of a separate weekly or contracted engagement, such work will be paid for at casual rates.

### **9.6 Requirement to tour**

It is a condition of employment that employees will travel on tour as required by the Company.

## **9.7 Casual employment**

It is not the Company's preference to employ people on a casual basis for long periods of continuous employment. Where any employee has been employed full-time as a casual for a six months' period, consideration will be given to offering them a seasonal or permanent contract (as appropriate) unless the need for their employment is expected to cease within a reasonably short period.

Wherever reasonably contactable, previously employed casuals, whose performance has been satisfactory, will be advised of available up-coming casual work a month before the start of a season. There can, however, be no expectation of automatic re-engagement: employment will depend on work requirements and the best person for the job.

## **9.8 Change of classification**

A Chorister's salary will not be reduced if they transfer to the Moffatt Oxenbould Young Artist Program. In all other cases of transfers from a classification to another with a lower salary, the resultant salary will be set by mutual agreement.

## **9.9 Place of employment**

The Company will not induce any prospective/employee to misrepresent their place of residence, or engage an employee in the knowledge their place of residence has been misrepresented. Where an artist is engaged to perform in a city/region that is not their normal place of residence, the provisions of clause 12.3 will apply as though the employee's place of residence had been correctly stated. If an employee has deliberately misled the Company about their place of residence, the provisions of clause 12 will not apply.

## **9.10 Assignment**

The Company may assign a production to another company, firm, person or persons (the assignee) for operatic and/or operetta performance and rehearsal in a theatre. Under no circumstances may an individual employee be assigned except by mutual consent and then such employee will be paid an individually negotiated fee within fourteen days.

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.

## **9.11 Advertising**

Vacancies for positions covered under this Agreement will normally be advertised internally at the same time as they are advertised externally.

## **9.12 Participation in Marketing and Publicity**

### **9.12.1 Marketing and publicity**

- a) The Company may take photographs at any rehearsal for use in newspapers, magazines and general publicity to advertise the production, season or tour, provided the artist and any technical employee are given reasonable notice, preferably 24 hours notice. In practice, this may involve advising them of tentative dates that have subsequently to be confirmed or changed.
- b) The Company will decide the position, size and typeface of any artist's credit in programs and any other marketing or publicity material in which it includes his or her name.

- c) The thrust of any marketing campaign is at the discretion of the Company, and it will decide which photographs and names are used in any marketing and publicity material. The company will consult with the Artists on their general involvement in such campaigns to ensure an opportunity for feedback and comment. Any Artist may raise any concerns about his or her role in such campaigns with the Company's Marketing Department.
- d) The Artist will not be presented in any promotional material within the control of the Company which can be reasonably described as detrimental to his/her professional status or reputation. Should a dispute arise between the Company and the Artist in this regard the matter will be dealt with in accordance with the Dispute Resolution procedure.
- e) The Company will ensure, where there are 3 or fewer Artists in a publicity photo that is distributed to the media, or in a photo published in a nightly program, the Artists will be credited in such photos.
- f) The Company will notify the audience of any changes in the cast for named roles, and will place seat slips in the auditorium for that performance.

#### **9.12.2 Involvement in marketing and publicity occasions**

- a) Employees will agree to agree to all reasonable requests to attend publicity and marketing photography shoots, as well as media launches, interviews and promotional appearances for the purpose of marketing and promoting the production or season in which they are performing.
- b) The Company will take into account the artist's health, rehearsal and performance workload at any given time when making such requests. Such requests to be subject to the hours of work clause of the agreement and provided attendance at such events and travel time to and from the event if other than the place of employment shall be counted as time worked. Where attendance at a post-performance function is voluntary, no additional payment will be made for the time or travel involved.
- c) The Artist will be introduced and represented to any audience as having made a significant contribution to the production in which they currently appear.

#### **9.13 Involvement in fund-raising activities**

Employees will agree to consider all reasonable requests to attend post-show functions and other fundraising events as part of the Company's fundraising activity.

#### **9.14 Pursuit of other employment opportunities – seasonal, casual and short-term contract employees**

- 9.14.1 Opera Australia will not insist on exclusivity for employees engaged casually, on seasonal contracts or on other short-term contract arrangements.
- 9.14.2 Opera Australia will make best efforts to accommodate additional external employment opportunities for employees engaged casually, on seasonal contracts or on other short-term contract arrangements.
- 9.14.3 Agreement is subject to the employee giving as much notice as possible prior to participating in any other external engagement and only if there is no conflict of scheduling with OA's programs.

**10.1 Permanent employees**

The employment of permanent employees may be terminated by either the employee or the employer giving the notice in writing set out below:

Principal singers, choristers, music and language staff

- a) six months' notice by the Company for an employee who has been employed continuously by the Company for a period longer than 24 months, and at least 6 weeks' notice by the employee;
- b) eight weeks' notice by the Company for an employee who has been employed continuously by the Company for a period of less than 24 months, and at least 4 weeks' notice by the employee.

The period of notice will be increased by one week if the employee is over 45 years of age and has completed at least two years' continuous service with Opera Australia.

**10.2 Payment in lieu of notice**

In the event of shorter notice than the required period being given or received, the party giving the shorter notice will make to the other party a payment in lieu of the stated 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.

**10.3 Seasonal employees**

**10.3.1** The employment of a seasonal employee ceases at the expiry of the term of their engagement.

**10.3.2** Where an employee has been employed by the Company for a continuous period of 24 months, the engagement may only be terminated as provided in clauses 10.1 and 10.2 above.

**10.3.3** Where the Company fails to produce or present the production for which the employee is definitely engaged or if the run of the production for which the employee is definitely engaged is less than four weeks, the Company will pay to the employee a sum of money equivalent to four weeks wages at the employee's negotiated rate of pay unless the engagement of the employee was originally for a lesser period than four weeks.

**10.4 Return to place of engagement**

At the conclusion of any company tour or travelling, the Company will normally arrange and pay for the return of the employee to their place of engagement. Alternatively, the Company will pay an allowance equal to the cost of the return fare.

Should an employee leave the Company's employ and fail to give the requisite notice as set out in clauses 10.1 and 10.3, an employee on tour will be responsible for their own return fare to their place of engagement, provided that if such leaving is attributable to a breach by the Company of this Agreement or of the employment contract, the return fare will be paid by the Company.

**10.5 Late attendance – Casual Artists – Warnings System**

To maintain and improve professional standards for the good of productions and other performers, casual artists who are late may be given a warning in writing. They can receive two written warnings before risking dismissal on the third occasion. This provision is not designed to penalise people who are late because of an emergency or unforeseen circumstances.

## **10.6 Dismissal**

- 10.6.1** Nothing in this Agreement affects the right of the Company to dismiss without notice any employee for neglect of duty or misconduct. In the case of such dismissal, salary will be payable for the period up to but not after the time of dismissal.
- 10.6.2** 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 arrange for and/or pay the employee's return fare.

## **10.7 Time off during the notice period**

Where the Company has given notice of termination to an employee, they will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at a time that is convenient to the employee after consultation with the Company.

## **10.8 Redundancy**

Where a Redundancy occurs the provisions of Appendix C will apply.



### **Part 3: Allowances and other Arrangements**

#### **11 ALLOWANCES**

##### **11.1 Adjustment of allowances**

- 11.1.1** Work-related allowances provided for in this Agreement are increased in line with base salary increases and apply from the first full pay period on or after 1 January of each year.
- 11.1.2** Expense-related allowances (also referred to as reimbursement allowances) provided for in this Agreement are increased at the commencement of each year in line with movements in the relevant component of the Consumer Price Index for the previous year to the end of the September Quarter, and apply from the first full pay period on or after 1 January of each year.
- 11.1.3** Touring allowances provided for in this Agreement are adjusted in line with the equivalent industry allowances and apply from the beginning at 1 July of each year.
- 11.1.4** A table of Allowances and basis for indexation is included at Appendix D.

##### **11.2 First Aid Allowance**

An employee holding a current accredited first aid certificate, and required by the Company to make themselves available as necessary to deal with matters of first aid in the workplace, within the extent of their skill and competence, will be paid an allowance while so required of:

	Rate per week from start of 1 <sup>st</sup> pay period to begin on or after:		
1/01/2016	1/01/2017	1/01/2018	1/01/2019
10.91	11.12	11.41	11.75

##### **11.3 Special Disability Allowance**

- 11.3.1** For each week or part thereof, where a permanent or seasonal employee who was engaged prior to 1/11/2008 is directed to work at the Sydney Opera House, the employee will be paid an allowance of \$18.00. This allowance is grand-fathered provision and does not increase.
- 11.3.2** The allowance is not payable in respect of :
- a) casual employees.
  - b) any week when the employee is not directed to work at the Sydney Opera House.
  - c) periods of annual leave, long service leave, parental leave, leave without pay or in respect of periods of personal leave in excess of one week.

##### **11.4 SOH Parking Allowance**

- 11.4.1** A permanent or seasonal employee who is engaged on or after 1/11/2008, or who was engaged prior to 1/11/2008 and who agrees to permanently forgo the Special Disability Allowance set out in sub-clause 11.3, will be entitled to have 50% of the car park tariff incurred at the Sydney Opera House carpark when they are directed to work at the Sydney Opera House, reimbursed by the Company.
- 11.4.2** The Parties agree to negotiate further if another rehearsal or performance venue is used on a regular basis.

##### **11.5 Vehicle Allowance**

Where an employee agrees, at Opera Australia's request, to use their own motor vehicle, they will be paid an allowance of 88 cents per kilometre (as at July 2017) in full compensation for motor vehicle

running expenses inclusive of accident and damage to the vehicle while in such use. This allowance is adjusted in line with industry allowances at 1 July each year.

## **11.6 Late Finish Allowance**

- 11.6.1** Should it be necessary for an employee to work after 11.30pm in the Company's interest or at the request of a Company representative, the Company will either provide a taxi voucher not exceeding \$71.31 (rate for 2017) on each occasion or reimburse the actual receipt up to this limit to ensure safe return to his/her home. If an employee elects to use their own vehicle, on such occasions the Company will reimburse the full parking fee at the Sydney Opera House car park.
- 11.6.2** Should an employee be detained at his or her workplace by the Company, or its representative, for work or any other reason until it is too late to travel by the last train, bus or ferry to his or her home, the Company will apply the provisions of paragraph 11.6.1.

## **11.7 Relocation Allowance**

- 11.7.1** Where, as a consequence of employment, an employee is required by the Company to relocate to a town or a city other than that in which they normally reside, they will be paid a relocation allowance consisting of:
- a) the cost of a one-way economy class airfare, provided that this amount is not payable if the Company provides a plane ticket at its expense;
  - b) Accommodation Allowance (clause 12.2) for a period of one week, provided that this amount is not payable if the Company provides accommodation for one week at its expense;
  - c) Reimbursement of reasonable relocation expenses up to a maximum of:

	Max rate from start of 1 <sup>st</sup> pay period to begin on or after:		
1/01/2016	1/01/2017	1/01/2018	1/01/2019
2,790	2,831	2,882	tba

- 11.7.2** Where the employment is part of a tour in the said city or town or elsewhere, the employee will be paid according to the provisions of Clause 12 for the period of the tour, in lieu of a Relocation Allowance.

## **11.8 Jury Service Make-up Pay**

- 11.8.1** The Company will reimburse a permanent or seasonal employee who is summoned to appear and serve on a jury in any court an amount equal to the difference between:
- a) the amount paid in respect of their attendance for such jury service; and
  - b) the amount of the pay they would have received for the ordinary time they would have worked had they not been on jury service.
- 11.8.2** This clause applies to seasonal employees only after six months' continuous service.

## **11.9 Accident Make-up Pay**

- 11.9.1** If an employee meets with an accident at their place of employment and is subject to and qualifies for compensation under the relevant workers' compensation legislation, a permanent or seasonal employee will have the amount received by way of compensation increased by the Company to the amount of the usual Agreement weekly rate applying to the employee at the time of such accident. The make-up payment is limited to a maximum period of 13 weeks.

## **11.10 Professional Development Allowance**

- 11.10.1** All permanent Choristers, Principals and Music and Language Staff, and those on 12 months or longer contracts, are entitled to an allowance towards reimbursement of the cost of professional

development, including singing lessons, vocal maintenance, language studies and other agreed work-related training. The allowance will be up to a maximum of:

1/01/ 2016	Rate per year from start of 1 <sup>st</sup> pay period to begin on or after:		
	1/01/2017	1/01/2018	1/01/2019
871	888	911	938

- 11.10.2** The allowance will be payable following an application in writing and the presentation of receipts, and will be approved by the Artistic Administrator. Payment will be made as soon as practicable after the full allowance is expended and claimed, or, if less than the full allowance is expended and claimed, at the end of each financial year.

#### 11.11 Nudity Allowances

Stage performers will be paid an allowance for each stage rehearsal or performance at which they are required to appear fully or partial nude, as follows:

	1/01/2016	Rate per call from start of 1 <sup>st</sup> pay period to begin on or after:		
		1/01/2017	1/01/2018	1/01/2019
Full frontal	69.38	70.77	72.54	74.71
Full (rear only)	45.04	45.94	47.09	48.50
Bare breasts	45.04	45.94	47.09	48.50
Partial (bare buttocks)	27.70	28.25	28.96	29.83

#### 11.12 Meal Allowance

If a performer receives a break of less than two hours between the conclusion of one performance and the beginning of the next performance, the Company will provide an appropriate meal at the theatre or, alternatively, pay an allowance of \$27.36 per occasion (as at July 2017), to be adjusted on 1 July each year.

#### 11.13 Clothing Allowance

All clothing allowances, except those set out in clause 27.4 have been rolled into the salaries set out in this Agreement.

#### 11.14 Dance Captain Allowance

	1/01/2016	Rate per occasion from start of 1 <sup>st</sup> pay period to begin on or after:		
		1/01/2017	1/01/2018	1/01/2019
Weekly	NIL	52.68	53.73	55.35
Casual	NIL	25.00	25.50	26.01

- 11.14.1** A member of the ensemble of dancers who is engaged by the week and acts regularly as a dance captain or who under the direction of the Employer or the Employer's representative supervises the work of the ensemble of performers shall be paid an allowance of \$52.68 (rate for 2017) per week in addition to their ordinary wage.

- 11.14.2** A member of the ensemble of dancers who is engaged on a casual basis and acts regularly as a dance captain, or who under the direction of the Employer or the Employer's representative supervises the work of the ensemble of performers shall be paid an allowance

of \$25 (rate for 2017) per performance in addition to their ordinary per performance casual rate.

- 11.14.3** A member of the ensemble of dancers will not ordinarily be required to teach the compulsory class for Level 3 productions however where an external teacher is not available and a member of the ensemble agrees to teach the class the dancer will be paid at market rates for their tuition.

## **12 TOURING AND TRAVEL ARRANGEMENTS AND ALLOWANCES**

### **12.1 Fares**

- 12.1.1** Where an employee is required by the Company to work away from their place of residence, they will be reimbursed up to the cost to the Company of an economy class air fare or equivalent to the destination and return. This provision will not apply where the Company provides and the employee elects to use employer-provided transport.

- 12.1.2** Where, in the circumstances outlined in clause 12.2.1, the Company offers to provide air transport and an employee elects to provide their own transport, the Company will pay them the amount the Company would have paid for the airfare, with a minimum amount as follows for a trip between Sydney and Melbourne:

	Rate per week from start of 1st pay period to begin on or after:		
1/01/2016	1/01/2017	1/01/2018	1/01/2019
135.00	135.00	tba	tba

- 12.1.3** Where transport is provided under clauses 12.1.1 or 12.1.2, and luggage is subject to a size or weight allowance and the luggage of an employee exceeds the allowance carried free for a member of the public travelling by such transport, the Company will transport from theatre to theatre at its expense one large trunk or its equivalent.
- 12.1.4** An employee required to travel to or from an airport, or other central point of departure, will be reimbursed the cost of transport up to a maximum of \$75.00 (as at July 2017) for any single trip provided that such reimbursement is not payable where the Company provides transport. Provided that where the travel is between Sydney, Melbourne and Brisbane, a combined maximum of \$150.00 will apply to the two taxi cost reimbursements.
- 12.1.5** Where, with the Company's consent, an employee travels from one work venue to another by motor vehicle, and the distance is not in excess of 80 kilometres, they will be entitled to a vehicle allowance as in clause 11.5. This allowance is not payable if the employee travels by public transport and is reimbursed for such travel by the Company.
- 12.1.6** Where, with the Company's consent, an employee travels between work venues by motor vehicle for a distance in excess of 80 kilometres, they will be entitled to an allowance equal to the amount that would have been paid for the form of transport used by the remainder of the Company, provided that the cost is no greater than it would have been if all employees used transport provided by the Company.
- 12.1.7** When an employee chooses to travel by motor vehicle in the circumstances above, the owner/driver or passenger uses the vehicle at his or her own risk, and the Company or its agents have no liability, other than any under workers' compensation legislation, for any loss, damage or expense suffered by the employee as a result of the use of the motor vehicle.

## 12.2 Accommodation

Where an employee is required by the Company to work away from their place of residence and be away over at least one night, the following applies:

- 12.2.1** Where the period of travel is one week or less, an allowance of \$160.16 per night (as at July 2017) is paid, provided that such allowance is not payable where the Company provides suitable accommodation. The Company will use its best endeavours to provide standard single, self-catering accommodation with laundry facilities wherever possible within its cost constraints.
- 12.2.2** For any such short period of travel in a single location, an employee may request accommodation with cooking facilities. Where such accommodation is available at about the same cost as the accommodation proposed by the Company then the Company will provide such accommodation.
- 12.2.3** Where the period of travel is more than one week, an allowance of \$611.01 per week (as at July 2017), or \$122.19 per night (up to a maximum of the relevant weekly allowance), is paid, provided that such allowance is not payable where the Company provides suitable accommodation. Where this allowance is payable it should be paid in advance up to a maximum of one week.
- 12.2.4** In lieu of the above provision at clause 12.2.3, and where the company offers to provide suitable accommodation, an employee may elect an equivalent cash allowance.
- 12.2.5** The above accommodation allowance is not payable in respect of an artist who is engaged to work at a single location away from their place of residence for a specific period of twelve months or more.
- 12.2.6** Where the Company elects not to provide accommodation, and the employee elects to accept reimbursement of the expense of such accommodation, the following maximum limits apply:

Destination				
From start of first pay period beginning on or after:	1/07/2016	1/07/2017	1/07/2018	1/07/2019
Sydney and Melbourne	1223.00	1223.00	tba	tba
Canberra	1051.00	1051.00	tba	tba
Adelaide, Hobart, Perth, and Brisbane	863.13	863.13	tba	tba
Other places	804.59	804.59	tba	tba

- 12.2.7** Shared accommodation:
- Where the Company and employees agree in writing, shared accommodation may be provided by the Company. The Company will retain a copy of any such agreement.
  - Where the Company is not providing accommodation and employees agree in writing to share accommodation the reimbursement limits set by this clause will be increased by 25% in respect of such shared accommodation. A copy of such agreement will be retained by the Company.
- 12.2.8** Where there are special circumstances that the Company considers preclude it from being able to provide suitable accommodation Opera Australia and the employee may agree to shared accommodation without additional payment.
- 12.2.9** Reimbursement will be made weekly or at such longer intervals Opera Australia and employee agree and will be made upon presentation by the employee of a receipted account for the accommodation or such other arrangements as are agreed between the Company and the employee.
- 12.2.10** Where the Company is providing accommodation, but is unable to do so without requiring employees to share facilities, an allowance equal to 25% of the accommodation allowance in clauses 12.2.1 or 12.2.3 (as applicable) will be paid. This allowance will not apply where the employee is offered a choice of accommodation with shared and non-shared facilities, and elects to stay in the

accommodation with shared facilities.

**12.2.11 Vacating Company-provided accommodation:**

If an employee is going to be away from Company-provided accommodation for more than 3 nights, they may be requested to pack up and vacate the accommodation for the period, on the basis that the Company provides a return airfare home (or equivalent destination), pays the cost (if any) of storage of the employee's belongings, and continues to pay him or her Meals and Incidentals Allowances.

**12.2.12** If, whilst on tour, an artist is flown by the Company to another city to perform in a free concert, the Company will continue to provide accommodation (or pay accommodation allowance) and pay meals and incidentals allowances for the period the artist is away from the tour.

**12.2.13** If an employee elects to use Company-provided accommodation for part of the period for which they are on tour, and be paid the allowance for another part of that period, they will pay any additional costs incurred by the Company as a result of changing accommodation arrangements unless it can be shown that the additional cost was caused by circumstances outside their control.

**12.3 Meal Allowance**

Where the provisions of clause 12.2 apply, an employee will also be paid an allowance for meals as follows:

**12.3.1** An allowance of \$55.53 per night away for the first week, to a maximum of \$277.58 per week away (as at July 2017).

**12.3.2** Where an employee is away for one week or more, they will be paid, in addition to the meals allowance, a one off Pantry Allowance of \$32.23 (as at 1 January 2017).

**12.4 Incidentals Allowance**

Where the provisions of clause 12.2 apply, an employee will also be paid an incidentals allowance of \$15.13 for each night away up to a maximum amount each week of \$75.77 (as at July 2017).

**12.5 Notice of travel to be given**

**12.5.1** When any travel in excess of one week in duration is required as much notice as is practicable and at least fourteen days' notice will be given to employees. Such notices will include, where the Company is providing accommodation in accordance with this clause, the details of the accommodation to be provided.

**12.5.2** The employee will indicate within fourteen days of the offer of accommodation whether they propose to accept the offer unless impractical to do so in the circumstances.

**12.5.3** The Company will use its best endeavours to allocate accommodation for all employees at the same time, to avoid discrimination.

**12.6 Insurance of effects**

The Company will arrange insurance cover for employees' effects while they are touring or otherwise travelling on business authorised by the Company, on the basis that:

- a) The policy covers those items that are deemed to be in the normal course of what would be considered usual for the person to travel with, given the circumstances of the travel.
- b) The cover commences from the time the employee leaves their normal residence or place of business, and applies continuously until the employee returns to their normal residence or place of business.
- c) A deductible excess, payable by the employee, may apply in respect to some equipment.

## 12.7 End of season

Wherever venue bookings permit, the Company will endeavour to schedule an extra day, after the last performance of a tour, for bump out. Where this is not possible, and an employee is required to work after midnight on the final evening of a tour, the Company will provide accommodation, or pay the relevant accommodation allowance, and will pay meals and incidentals allowances for the following night.

## 12.8 Travel on the one day

- 12.8.1 Where an employee is required by the Company to travel to another city and back on the one day, an allowance will be paid as follows:

	\$ per occasion from the beginning of the first pay period to commence:		
1/01/2016	1/01/2017	1/01/2018	1/01/2019
24.49	24.98	25.60	26.37

- 12.8.2 Reimbursement of taxi fares as provided in paragraph 12.1.4 will apply. Where such taxi travel takes place before 9.00 am or after 5.00 pm, the employee will be reimbursed for taxi fares (up to the maximum on clause 12.2.4) between their residence and the airport rather than between their normal workplace and the airport.

## 12.9 Travelling time

- 12.9.1 For any tour in excess of three weeks outside an employee's place of engagement, the Company will allow travelling time as follows:

- a) between Sydney and Canberra 1 day
- b) between Sydney and Melbourne 2 days
- c) between Sydney and Brisbane 2 days
- d) between Sydney and Adelaide 2 days
- e) between Melbourne and Adelaide 2 days
- f) between Melbourne and Brisbane 3 days
- g) between Brisbane and Adelaide 3 days

in all other cases, reasonable time as agreed with MEAA.

- 12.9.2 For Choristers, Dancers and Opera Extras required to tour, Monday may be a travel day and no work will be scheduled before 5.30pm on the day that work may recommence. For example, where two travel days are required following a final Saturday performance in either Sydney or Melbourne, choristers, dancers or opera extras may be required no earlier than 5.30pm the following Wednesday. Or, where two travel days are required following a final Friday performance in either Sydney or Melbourne, choristers, dancers or opera extras may be required no earlier than 5.30pm the following Tuesday.

- 12.9.3 The greatest care will be taken in relation to the travelling arrangements for Principals. If a Principal believes their resources are being unduly taxed as a result of travel being scheduled over a period that includes a Monday, then the Company will consider this situation and, if the circumstances warrant, will provide an additional days' travel or a mutually acceptable alternative.

- 12.9.4 A Principal Singer, Chorister or member of the Music and Language Staff will not be required to work on a travelling day, nor to travel on the same day as they have taken part in a performance or rehearsal, except by mutual agreement.

12.9.4.1 There shall be no work done by an employee on a day in which a flight time is 4 hours or more.

12.9.4.2 Where an employee is required to travel other than as specified above, a 4 hour break shall be given between arrival at the destination point and any rehearsal call or performance.

- 12.9.4.3 The earliest starting time for rehearsals on a travel day would be 2pm unless agreed for an earlier time by both parties.
- 12.9.4.4 Destination point will be defined as the destination terminal.
- 12.9.4.5 Employees will not be booked on flights prior to 7am unless agreed by both parties.

**12.9.5** If a member of the Music and Language Staff is required to travel on a Sunday, they will be granted another day off (on a Monday to Saturday) within seven days preceding or following the day of travel.

**12.9.6** All other time spent travelling Monday to Saturday will be regarded as time worked and will be part of ordinary time. Travel time will be calculated as from city terminal to city terminal.

## **12.10 Overseas Travel**

**12.10.1** Where an employee is required to travel overseas on the Company's behalf, they will be paid an allowance, per night away from Australia, for meals and incidentals of 50% of the Australian Taxation Office's most recently published rate for the country concerned. Provided that where movement in the exchange rate alters the value of the Australian Dollar in the overseas country by more than 3% from the value at the date of publication of the ATO list, the Company will adjust the allowance accordingly.

**12.10.2** Where an employee is required to travel overseas on the Company's behalf, they will be provided with a minimum 24-hour break from the expected time of arrival at the accommodation at the destination, before duty commences, for flights in excess of 6 hours; and a minimum of 12 hours (but 24 hours wherever possible) for flights of 6 hours or less).

## **13 RECORDING AND BROADCASTING ARRANGEMENTS**

**13.1** Provisions for Recording and Broadcasting Arrangements are set out in Appendix B.

## **14 SUPERANNUATION**

### **14.1 Statutory superannuation contributions**

**14.1.1** In addition to the rates of pay set out in Parts 6-11, the Company will make superannuation contributions in line with the current Government legislation, in accordance with the legislated definition of earnings-base. The Company's superannuation contribution for calendar years 2017 and 2018 will be 9.5% each year.

**14.1.2** Juvenile artists (artists under 18 years of age) are not entitled to the benefits of this clause unless the juvenile:

- a) is engaged on a twelve week contract or longer; or
- b) has been employed in the entertainment industry for a minimum of six professional engagements; or
- c) has previously been employed in the entertainment industry for a minimum of 30 days.

**14.1.3** Such payments are not made to guest artists who for tax purposes are non-residents of Australia.

**14.1.4** The company and MEAA have agreed that an increase to superannuation contributions will be a focus in the next Agreement negotiations.

### **14.2 Choice of superannuation funds**

The legislation makes choice of superannuation funds available to employees. The default superannuation industry fund under this Agreement is Media Super.



#### **14.3 Salary sacrifice superannuation**

"Salary Sacrifice Superannuation" means an arrangement where an employee and the Company agree that part of future salary will be paid as superannuation contributions on their behalf. The Company offers the facility for making salary sacrifice superannuation contributions to employees on the basis that any such arrangement must be prospective – ie it must be an arrangement that is in place before the employee performs the services that give rise to the entitlement to such salary. Relevant Company policy and procedures apply.

#### **14.4 Retirement planning**

The Company will provide access to information on retirement planning services and resources, and assist with retirement planning, including phased retirement.

## ***Part 4: Public Holidays and Leave***

### **15 PUBLIC HOLIDAYS**

#### **15.1 Designated public holidays**

**15.1.1** The following days, as observed in NSW, are designated public holidays under this Agreement:

New Year's Day	Australia Day
Good Friday	Easter Saturday
Easter Monday	Anzac day
Queen's Birthday	Labour Day
Christmas Day	Boxing Day

and all other days proclaimed and observed as holidays in New South Wales.

**15.1.2** In the case of an employee engaged in a state or territory other than NSW, all days proclaimed and observed as holidays in that state or territory will be substituted for those above.

**15.1.3** Another day may be substituted for any public holiday in accordance with either of the following procedures:

- a) The Company and an individual employee may agree to substitute another day for that individual; or
- b) The Company and the majority of its employees directly affected may agree to substitute another day for all of the employees in a particular section of Opera Australia's operations.
- c) Any such agreement must be in writing and be available to all employees directly affected.

**15.1.4** If, by reason of any of the holidays referred to above, no work is done thereon, a weekly-paid employee's salary for the week will nevertheless be paid without deduction.

#### **15.2 Restrictions on work on public holidays**

**15.2.1** For choristers:

- a) Work will not be scheduled on Christmas Day, Good Friday, Easter Saturday, Easter Sunday, Boxing Day or New Year's Day. An exception applies in the case of HOSH rehearsals and performances, where site availability may require performances over the Easter weekend.
- b) Work can occur on two of the remaining public holidays in a year.
- c) In a week in which one public holiday falls there may be 9 calls in the week (in a week in which two public holidays fall there may be 7 calls in the week).
- d) Work on NYE evenings will attract an extra Chorus Leave Day, to be taken at a mutually agreed time

**15.2.2** For Principal Singers and/or Dancers, rehearsal sessions may be scheduled on Easter Saturday only under the following circumstances:

- a) it is a genuine emergency and it is done with the consent of the employee; and
- b) other work is scheduled on any one of Good Friday, Easter Saturday, Easter Sunday or Easter Monday.
- c) An exception to the above applies for HOSH performances, where site availability may require performances over the Easter weekend.

**15.2.3** For a Principal Singer, in a week in which one public holiday falls, the call cap provided in paragraph 30.1.8 will be reduced by two calls, and in a week in which two public holidays fall it will be reduced by four calls.

**15.2.4** Other employees, except in emergencies, will not be required to work on Christmas Day or Good Friday. In addition, the Company will make every effort to avoid rostering work on Boxing Day.

### 15.3 Rolled up public holidays

- 15.3.1 The annualised salaries of certain groups of employees include a rolled up payment for working a number of public holidays per year, as follows:

Department	Salary Sub-clause	Number of rolled up Public Holidays
Chorus	32.1	2
Music and Language	42.1	3

- 15.3.2 Where an employee covered by this sub-clause does work on a public holiday that is one of those rolled up for that Performing Year, then compensation for the work on that day is generally included in their salary.
- 15.3.3 Department heads will endeavour to ensure that no employee is expected to work in excess of the number of public holidays rolled up into annualised salary in any one Performing Year.
- 15.3.4 In the event that an employee is required to work on a public holiday in excess of the number rolled up, Music and Language Staff will be paid a loading equal to one third of their weekly salary, in addition to their normal salary, for each occasion.

### 15.4 Work on Public Holidays – other

All work on public holidays will be paid as follows:

- 15.4.1 The ordinary hours of the Music and Language Staff will generally be worked on Mondays to Saturdays, exclusive of public holidays, but may involve work on a Sunday and/or a public holiday when the Company's commitments require it. If a member of the Music and Language Staff is required to work on an Easter Saturday, they will be given another day off at a mutually agreed date.
- 15.4.2 Weekly-paid Principals, Choristers and Dancers will be paid for work done on public holidays as follows:

on	at
Christmas Day, Boxing Day and Good Friday	1/3 of the employee's weekly wage per session
Easter Sunday (HOSH)	1/3 of the employee's weekly wage per session
Easter Saturday (HOSH FT Chorus)	1.5 Chorus extra Payments
Easter Saturday (HOSH weekly paid principals and dancers)	time and a half for the hours worked with a minimum of 3 hours' pay
Other Public Holidays (third and subsequent, FT Chorus)	1.5 Chorus Extra Payments
Other Public Holidays (excl. FT Chorus)	time and a half for the hours worked with a minimum of 3 hours' pay

in addition to their weekly salary.

- 15.4.3 Casual Performers will be paid for work done on public holidays at time and a half for hours worked, with a minimum payment as for three hours.

## **16 ANNUAL LEAVE**

### **16.1 Entitlement**

**16.1.1** Permanent and seasonal employees accrue annual leave for each fortnight of continuous service on the basis of 0.1538 weeks/fortnight (equivalent to 4 weeks per year).

**16.1.2** For the purpose of this clause, service is deemed to be continuous notwithstanding:

- a) any interruption or termination of the employment by the Company if such interruption or termination has been made merely with the intention of avoiding obligation hereunder in respect of leave of absence; or
- b) any absence from work on account of sickness or accident up to, but not exceeding, in aggregate fourteen days;
- c) any absence on leave without pay approved by the Company, provided that Annual Leave does not accrue during the period of such leave without pay.

**16.1.3** For administrative purposes, all annual leave will be recorded in equivalent average weekly hours of work. When an employee proceeds on annual leave, their entitlement calculated in accordance with this clause will be debited by the number of hours they would have worked on their ordinary roster during the period of leave.

### **16.2 Taking Annual Leave**

**16.2.1** Accrued annual leave may be taken at any time when mutually agreed between the employee and the company.

**16.2.2** The Company may direct an employee to take part or all of their annual leave. Such period of annual leave must begin no later than three months after a full year's entitlement has been accrued, unless otherwise agreed to by the MEAA.

**16.2.3** Unless otherwise mutually arranged between the employee and the Company, an employee will be given at least six months' notice of the date of the commencement of their leave.

**16.2.4** Where any public holiday falls within such period of leave, then an additional day in lieu will be added to the period of leave.

**16.2.5** Recognising that some artists will not be able to take their annual leave at the same time as the rest of the Company, the following will apply with respect to such artists:

- a) By mutual agreement annual leave may be given and taken in two separate blocks of two weeks provided that artists have the right to take their annual leave in one block of four weeks if so desired;
- b) The Company will endeavour to accommodate artists' requests about the timing of their annual leave; and
- c) It is acknowledged that casting changes may result from discussions about the timing of annual leave.

**16.2.6** An employee, once sent on leave will not be recalled for duty without their consent, nor be required to undertake any preparatory work for the future season. If they should be so recalled, all leave taken will be forfeited to the employee.

**16.2.7** If the Company finds it necessary to cancel or alter the date of annual leave for any employee, after the time for taking it has been notified to an employee, and they can show that through such cancellation or alteration they have actually lost payments reasonably made and in respect of which they have retained no benefit, the Company will reimburse them for such loss.

**16.2.8** An additional day will be added to a Performer's Annual Leave for each Sunday worked the year in which the Annual Leave accrued, provided that this does not apply to Sunday travel or to the Sundays rolled up, as per clause 33.10.1

**16.2.9** If an employee is ill or injured whilst on annual leave, and provides evidence to satisfy the Company of such illness or injury, they will be entitled to substitute sick leave for annual leave for the period of sickness, provided that the time of taking any re-credited annual leave will be mutually agreed between the employee and the Company.

**16.2.10** If on tour, an employee will not commence annual leave until they have returned to their place of engagement unless by mutual consent.

### **16.3 Payment for Annual Leave Taken**

**16.3.1** An employee will be paid for the period of their leave at their normal rate of pay.

**16.3.2** An employee may elect, prior to beginning their annual leave, to be paid for their period of annual leave in advance.

**16.3.3** Annual leave loading has been rolled up into the salaries set out in this Agreement, and is not payable separately.

### **16.4 Payment in lieu of Annual Leave**

**16.4.1** When an employee leaves their employment, or is dismissed by the Company, they will be paid any outstanding accrued annual leave.

**16.4.2** An employee may elect to 'cash out' part of their accrued annual leave provided:

- a) they have taken at least 2 weeks' annual leave in the preceding 12 months; and
- b) they retain at least one year's annual leave accrual as set out in 16.1.1.

### **16.5 Annual Leave in Advance**

**16.5.1** The Company may allow annual leave to an employee in advance – ie. before they have accrued the amount of annual leave.

**16.5.2** Where this occurs, further annual leave does not commence to accrue until the expiration of the period needed to accrue the period of annual leave taken in advance.

**16.5.3** Where an employee has gone on annual leave in advance, and then leaves or is dismissed before completing the necessary accrual period, they will reimburse the Company the monetary equivalent of the proportion of annual leave taken which has not fully accrued at the date of termination. Alternatively, the Company may deduct from whatever remuneration is payable upon the termination of employment, the amount of wage paid on account of the annual leave taken in excess of the amount accrued at the date of termination. The amount reimbursed or deducted will not include any sums paid for any public holidays as provided in paragraph 16.2.4.

## **17 PERSONAL LEAVE**

### **17.1 Personal leave**

**17.1.1** Paid personal leave is available to permanent or seasonal employees in the event:

- a) they are unable to perform their duties on account of personal illness or injury (sick leave); or
- b) they are required to provide care or support to an immediate family or household member with a personal illness or injury or experiencing an unexpected emergency (carer's leave).

See also provisions for Compassionate Leave.

**17.1.2 Immediate family includes:**

- a) a spouse of the employee (including former spouse, de facto spouse, former de facto spouse and a person of the same or opposite sex with whom the employee has been living in an established domestic relationship); and
- b) a child or an adult child (including an adopted, step or ex-nuptial child), parent, grandparent or sibling of the employee or the employee's spouse.

**17.1.3 Personal leave accrues and is available for full-time weekly employees at the rate of 15 days per year. Stage performers have access to paid sick leave as set out under clause 17.2.1.**

**17.1.4 Personal leave is available to a part-time permanent or seasonal employee on a pro rata basis ie. as a proportion of the ordinary hours worked by full-time employees in that classification or department.**

**17.1.5 Personal leave is available to an employee engaged on a seasonal contract for less than 52 weeks on a pro rata basis, ie. as a proportion of the year worked by full time employees in that classification.**

**17.1.6 Any unused personal leave at the end of a year of employment accumulates for employees in general, by 15 days less personal leave taken, and, subject to the other provisions of this clause, may be used in subsequent years. For stage performers, sick leave accumulates as per clause 17.2.1.**

**17.1.7 For Choristers, calls taken as personal leave will not count towards the annual call cap because they do not represent time worked. Personal leave will be administered in the following manner:**

- a) for periods up to and including 3 days: as per calls missed;
- b) for periods over 3 days: 6.6 hours per day.

**17.2 Sick leave**

**17.2.1 A permanent or seasonal stage performer is entitled to sick leave on the following basis:**

- a) for the first year of employment - at the rate of 24 half days per year (provided that an employee who has a greater requirement for sick leave may, in exceptional circumstances, at the request of the employee to the Company, be entitled to sick leave up to 42 half days.
- b) for each year thereafter - at the rate of 42 half days per year.
- c) any unused sick leave is cumulative for a period of 5 years.

The above entitlement to sick leave exceeds the underlying rate of accrual of 15 days per year. The balance of unused sick leave in the first 5 years of employment will be preserved until such time as the underlying rate of accrual exceeds this balance. The performer will then continue to accrue leave at the rate of 15 days per year, as per clause 17.1.3.

**17.2.2 All other full-time permanent or seasonal employees are entitled to use up to 15 days of their current year's personal leave entitlement, and any sick leave accumulated from previous years.**

**17.2.3 Except in the case of an emergency, a permanent or seasonal employee who is absent from duty will lose pay proportionate to the time of such absence unless they notify the Company as quickly as possible, but in any case within 24 hours of the commencement of such absence.**

**17.2.4 If the absence extends for longer than 48 hours an artist must, if requested by the Company, produce or forward to the Company satisfactory evidence within 60 hours that the absence was reasonable because of either illness or personal injury.**

**17.2.5 Where a pattern is identified involving absences from work in between or adjacent to scheduled days off, a medical certificate requirement may be imposed following discussion with the staff member concerned.**

- 17.2.6** If absences total 24 hours or more in aggregate in a year of service, an employee will, if required by the Company, provide evidence to satisfy it that they were unable to work because of illness or personal injury.
- 17.2.7** A permanent or seasonal Principal singer or Chorister who has already worked ten calls in a week without penalty session being paid, or a Dancer who has worked 38 hours in the week without overtime being paid, will not have their sick leave entitlement reduced because of absence on sick leave.
- 17.2.8** If an employee is sick whilst on annual leave, and provides evidence to satisfy the Company of that sickness, they are entitled to substitute sick leave for annual leave for the period of sickness. The time of taking any re-credited annual leave will be mutually agreed between the employee and the Company.

### **17.3 Carer's leave**

- 17.3.1** A weekly employee is entitled to use up to 10 days personal leave each year to care for members of their immediate family or household who are sick and require care and support. Access to this entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.
- 17.3.2** The employee will, as far as practicable, before the absence, give the Company notice of their intended absence on carer's leave, including:
- a) the name of the person requiring care and support, and his or her relationship to the employee
  - b) the reasons for taking the leave; and
  - c) the estimated length of absence.
- If it is not practicable for the employee to give prior notice of absence, they will notify the Company by telephone at the first opportunity.
- 17.3.3** If required by the Company, an employee will establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by the employee.

### **17.4 Compassionate (Bereavement) leave**

- 17.4.1** Employees are entitled to use up to 3 working days as compassionate leave on each occasion when a member of the employee's immediate family or household:
- a) contracts or develops a life threatening personal illness, or
  - b) sustains a life threatening personal injury, or
  - c) dies.
- 17.4.2** Where extensive travel is involved, up to 5 days may be granted, subject to operational considerations.
- 17.4.3** Where a funeral does not involve an employee's immediate family or household, other forms of leave or time off in lieu are to be used.

## **18 LONG SERVICE LEAVE**

- 18.1** Long service leave is governed by the provisions of the New South Wales Long Service Leave Act, provided that for service subsequent to 1 July 1996, long service leave accrues at the rate of 13 weeks for 10 years of continuous service.

## **19 PARENTAL LEAVE**

### **19.1 Basic entitlement**

- 19.1.1** An employee is entitled to parental leave in connection with the birth or adoption of a child if:
- they are a permanent or seasonal employee and have had at least 12 months' continuous service immediately before commencing such leave; or
  - they are a casual employee and have been substantially engaged by the Company in at least 48 of the 52 weeks immediately before commencing such leave.
- 19.1.2** Parents may take a combined total of 52 weeks parental leave on a shared basis in relation to the birth or adoption of a child:
- In the case of the birth of their child, women may take maternity leave, and men may take paternity leave, provided that in either case such leave does not extend beyond the child's second birthday.
  - In the case of adoption of a child under the age of five years who is not a child or step-child of the employee or the employee's spouse and who has not previously lived continuously with the employee for a period of six months or more, adoption leave may be taken by both women and men, provided that such leave does not extend beyond one year after the placement of the child for adoption.
- 19.1.3** Parental leave is available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- for maternity and paternity leave, an unbroken period of up to two weeks at the time of the birth of the child;
  - for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
- 19.1.4** Company funded paid parental leave is available for:
- up to twelve weeks of maternity or paternity leave taken in order for the employee to be the primary care-giver of their child; or
  - (at the employee's election) the two weeks of paternity leave taken at the time of the birth of the child.
- Note also any entitlements under the Government's Paid Parental Leave scheme
- 19.1.5** In the case of a casual employee who is entitled to maternity or paternity leave in accordance with paragraph 19.1.1, payment will be at a weekly rate equal to their actual ordinary time earnings averaged over the 52 week period immediately prior to his or her commencing such leave.
- 19.1.6** For the purposes of this clause, spouse includes:
- for maternity and paternity leave, a de facto or former spouse.
  - for adoption leave, a de facto spouse but not a former spouse.

### **19.2 Notification**

- 19.2.1** The Company may require an employee seeking parental leave to support their application for parental leave, confirming:
- that the employee or his spouse is pregnant;
  - the expected date of confinement, or the date on which the birth or placement took place;
  - any period of parental leave taken or sought by his or her spouse;
  - that the employee is the primary care giver of the child for the period of parental leave;
- 19.2.2** Prior to the expiration of the period of parental leave an employee may return to work at any time if agreed between the employee and the Company.



**19.2.3** An employee may change the period of parental leave once. Any further changes can be made only by agreement between the Company and the employee.

**19.2.4** The maximum possible notice should be given to the Company in relation to any requirement for parental leave. At least 10 weeks' notice should be given concerning the expected date of leave, and at least 4 weeks' notice should be given concerning the proposed date of commencement of leave, intended date of return to work, or the intention to change the period of parental leave.

### **19.3 Related issues**

**19.3.1** An employee is entitled to return to the position that they held immediately before proceeding on parental leave. Where an employee's original position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of his or her former position.

**19.3.2** Parental leave will not be regarded as constituting a break in the continuity of employment of an employee for the purpose of calculating leave and other benefits. However, such benefits do not accrue during any period of unpaid leave.

**19.3.3** An employee can take and be paid for any accrued annual leave, and long service leave (where eligible), provided that the total period of leave taken does not exceed 52 weeks, unless agreed by the Company.

**19.3.4** The Company will consider any reasonable request for a return to work on a part-time basis after parental leave, dependent on operational considerations, and will use its best endeavours to offer part-time work for the first year following an employee's return from Maternity Leave.

### **19.4 Maternity leave**

**19.4.1** A female stage performer who becomes pregnant may take a period of up to 32 weeks' maternity leave prior to the anticipated date of delivery of the child, and a further period of up to 39 weeks' maternity leave after the birth of the child. The total period of maternity leave taken in relation to the birth of the same child must not exceed 71 weeks less any period of maternity leave taken by the employee's spouse in relation to that child. Each period of maternity leave must be unbroken.

**19.4.2** In general, female employees who become pregnant may take an unbroken period of up to 52 weeks' maternity leave for the birth of their child.

**19.4.3** An employee may bring forward the start of her maternity leave within the six weeks prior to the expected date of confinement without being required to give the four weeks' notice specified in paragraph 19.2.4.

**19.4.4** Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, the Company may require her to provide a medical certificate stating that she is fit to work on her normal duties.

**19.4.5** Where, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for her to continue at her present work, the employee will, if the Company deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave. If the transfer to a safe job is not practicable, the employee may elect, or the Company may require her to commence maternity leave.

**19.4.6** Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks, she may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary. Alternatively, she may take any paid sick leave to which she is entitled, in lieu of, or

instead of, special maternity leave.

## **19.5 Paternity leave**

**19.5.1** A male employee may take either one or two periods of paternity leave, the total of which must not exceed 52 weeks, reduced by any period of maternity leave taken by the employee's spouse in relation to the same child.

**19.5.2** Paternity leave may include:

- a) an unbroken period of up to two weeks at the confinement of his spouse, which may be taken concurrently with maternity leave being taken by his spouse; and
- b) a further unbroken period of up to 50 weeks in order to be the primary care-giver of a child. Leave taken under this paragraph shall not be taken concurrently with any maternity leave taken by the employee's spouse.

**19.5.3** The two weeks of paternity leave taken at the time of the confinement of his spouse may, at the employee's election, be part of his paid parental leave, provided that the total period of his paid paternity leave does not exceed twelve weeks.

## **19.6 Adoption leave**

**19.6.1** An employee may take either one or two periods of adoption leave, the total of which must not exceed 52 weeks, reduced by any period of adoption leave taken by his or her spouse in relation to the same child.

**19.6.2** Adoption leave may include:

- a) an unbroken period of up to three weeks at the time of the placement of the child, which may be taken concurrently with adoption leave being taken by his spouse; and
- b) a further unbroken period of up to 49 weeks in order to be the primary care-giver of the child. Such leave shall not be taken concurrently with adoption leave taken by his or her spouse in relation to the same child.

**19.6.3** Where an employee has commenced adoption leave, and the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the Company immediately and it will nominate a time not exceeding four weeks from receipt of notification for his or her return to work.

**19.6.4** An employee seeking to adopt a child is entitled to take unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the Company should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days' unpaid leave. Where paid leave is available to the employee, the Company may require the employee to take such leave instead.

## **20 OTHER LEAVE**

### **20.1 Leave of absence**

**20.1.1** If an employee desires leave of absence, they must obtain the prior consent of the Company.

**20.1.2** Any such leave of absence will be without pay unless the employee has available an entitlement of payment for:

- a) annual leave under clause 16; or
- b) personal leave under clause 17; or
- c) long service leave under clause 18; or
- d) parental leave under clause 19; or
- e) jury service under sub-clause 11.8; or
- f) workers' compensation related leave ; or

g) other leave as provided in this clause.

## **20.2 Professional Development (N/A) – Choristers and Opera Extras**

- 20.2.1** Every member of the chorus employed on a weekly basis is entitled to six full working days and eight half working days as "N/As" (non-availability) without loss of pay for the purposes of doing concerts or work associated with their profession outside of the confinements of the work made available by Opera Australia. N/As may also be used for approved study leave. However, N/As may not be granted whilst a Chorister is covering featured or major roles.
- 20.2.2** Casual Chorus members and Opera Extras are entitled to six full working days and eight half working days, pro rata according to the length of their engagement, for the purposes of doing concerts or work associated with their profession outside of the confinements of the work made available by Opera Australia. Such leave days will be without pay.
- 20.2.3** This leave is subject to application, providing adequate information on the nature of the work proposed to be undertaken. An employee must give not less than six weeks' notice. Any leave at less than six weeks' notice will be by mutual consent.
- 20.2.4** In general, the granting of such leave will take account of the number of choristers in the applicant's vocal section being available.
- 20.2.5** The Company may request relevant information concerning the nature of the work for which the leave is requested.
- 20.2.6** Leave days for professional purposes will not be paid as overtime, nor count towards the call cap.

## **20.3 Rostered Calls Off**

- 20.3.1** Each full-time member of the Chorus may apply for up to ten (10) Rostered Calls Off each year for the purposes of respite or for personal reasons. Such calls may be applied for at any time of the year, but do not accrue from year to year. Chorus members who have been on Level 11 for at least 12 months may apply for up to fourteen (14) Rostered Calls Off.
- 20.3.2** Approval of applications for Rostered Calls Off will not be withheld unreasonably provided approval does not jeopardise the standard of the various sections of the Chorus, and provided due consideration is given to the applicant's and Chorus' musical and production preparation, and production-related safety matters. In particular, and wherever possible, applications should avoid final studio production runs and stage rehearsals. Applications will be approved on a first-come, first-served basis and for no more than one chorus member per voice-type for each call. Except where other appropriate leave classes are available or accrued, applications for blocks of Rostered Calls Off in excess of two days will be subject to Chorus Master's discretion.
- 20.3.3** Rostered Calls Off will not be granted for General rehearsals, Opening Night performances, or stage rehearsals and performances where covering or performing a role.
- 20.3.4** Each Rostered Call Off will count as one call for the purposes of calculating weekly, fortnightly, and monthly call caps.

## **20.4 Inter-Season Break**

### **20.4.1 Principals**

The Company acknowledges the difficulty facing those Principals who have a heavy work load and perform in the last opera of one season and are required to perform in the first opera of the succeeding season. Where possible the Company will endeavour to provide such a Principal Singer with one leave day as well as the two travel days between successive seasons, where applicable.

### **20.4.2 Music and Language Staff**

One inter-season break will be provided for a permanent member of the Music and Language Staff by allowing sufficient extra days of leave, concurrently with two travel days and any public holidays falling within the period, so as to allow a break of one full week, including a week-end free of work and travel days. Wherever possible, it will be scheduled between the conclusion of the Melbourne Autumn Season and the commencement of the Sydney Winter Season, but may be at another time in the year.

### **20.4.3 Chorus**

One inter-season break between consecutive Sydney and Melbourne seasons or consecutive Melbourne and Sydney seasons will be provided for each full-time member of the Chorus by allowing sufficient extra days of leave concurrently with two travel days and any public holidays falling within the period, so as to allow a break of one full week, including a weekend, free of work and travel days.

## **20.5 Family and Domestic Violence Leave**

**20.5.1** Family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and which causes them harm or to be fearful. Family member means:

- (a) A current or former spouse, a current or former de facto partner, child, parent, grandparent, grandchild or sibling of the employee;
- (b) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee;
- (c) A person related to the employee according to Aboriginal or Torres Strait Islander kinship rules;

**20.5.2** An employee experiencing family or domestic violence may access unpaid leave if it is necessary for making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services if it is impractical for the employee to do so outside their ordinary hours of work.

**20.5.3** An employee must give their employer notice of the taking of leave as soon as practicable (which may be a time after the leave has started); and must advise the employer of the period, or expected period, of the leave.

**20.5.4** An employee who has given their employer notice of the taking of leave under this clause must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a purpose specified in clause 20.5.1. Depending on the circumstances such evidence may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

**20.5.5** Employers must take steps to ensure information concerning any notice given or evidence provided under clause 20.5 is treated confidentially, as far as it is reasonably practicable to do so.

**20.5.6** Nothing in this clause prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

## ***Part 5: General Matters***

### **21 PAYMENT OF WAGES**

- 21.1** Unless otherwise agreed between the parties, permanent and seasonal staff are paid on a fortnightly basis, one week in arrears and one week in advance.
- 21.2** Casual staff are paid weekly in arrears.
- 21.3** Payment is made by electronic funds transfer to an account of the employee's choice.
- 21.4** Where an employee's services are terminated, all payments due to him or her under this Agreement will be transferred to their account on termination or by the next pay day.
- 21.5** Should an employee be incorrectly paid in any week or fortnight, the necessary adjustment will be made by the following pay day.
- 21.6** Guest artists are paid in accordance with the agreement between themselves and the Company provided that the terms of such agreement must be not less than those set out in this Agreement.
- 21.7** Nothing in this Agreement precludes an individual employee agreeing to be paid on the basis of a total remuneration packaging arrangement involving options of:
- a) fringe benefits and fringe benefits tax;
  - b) salary sacrifice superannuation;
  - c) other agreed benefits.
- Such arrangements will be on the basis of the employee agreeing to be paid monthly, half a month in advance and half a month in arrears.

### **22 HIGHER DUTIES**

- 22.1** When an employee is specifically appointed or required to undertake the responsibilities of a higher classification level for a period of one week or more, they will be paid a Higher Duties Allowance for the whole of the period of such higher duties. For the purpose of this clause, "one week" means the five days rostered for ordinary hours in any seven consecutive days.
- 22.2** The Higher Duties Allowance payable is the difference between the rate prescribed in this Agreement for the level of the employee being relieved, and the relieving employee's current rate.
- 22.3** No Higher Duties Allowance is payable if an employee undertakes the higher duties as part of a training program to increase his or her competencies.

### **23 PERFORMANCE AND DEVELOPMENT REVIEWS**

- 23.1** Each permanent employee, and each seasonal employee on a twelve months or longer contract, will have an annual performance and development review.
- 23.2** The review will be conducted by the relevant senior manager, together with the head of the employee's department and/or the employee's immediate supervisor (if applicable), and the Human Resources Director, where appropriate. Choristers have separate procedures, as set out in clause 31.6.

- 23.3** The review will be a forum for the employee and their manager/s to discuss, in a frank and open two-way process, the employees' performance, including:
- a) any performance issues,
  - b) training needs and desires,
  - c) career development aspiration and opportunities,
  - d) professional development;
- 23.4** Any agreed outcomes of the review will be recorded in a written file note, to be signed by the senior manager concerned, and the employee. A copy will be given to the employee.
- 23.5** The review process is independent of, and not a substitute for, feed-back on specific performance issues that may be appropriate from the employee's supervisor or manager at any time.
- 23.6** If, subsequently to an annual review, a further performance review is deemed necessary, an employee may invite a witness to be present. Such a person may be a colleague or an Alliance representative.

## **24 LEARNING AND DEVELOPMENT**

- 24.1** Opera Australia is committed to supporting learning and development opportunities for employees, wherever practicable.
- 24.2** Learning and development needs for an individual employee will normally be identified during his or her Performance and Development Review (clause 23).
- 24.3** Company support for employee learning and development will be considered in the light of the overall Company budget situation, and will be prioritised as follows:
- a) Assistance for the employee to do their current job effectively.
  - b) Support for the employee to perform a wider role in the Company – eg WH&S Committee membership, first aid officer.
  - c) Support for the employee to develop required competencies to qualify to be promoted to a higher classification.
  - d) Other developmental support, as appropriate.
- 24.4** Opera Australia will provide career transition support for employees in the form of workshops and/or individual counseling to assist interested employees to plan ahead for their careers, to identify career development opportunities, and to be better prepared to deal with career transition issues.
- 24.5** In the context of the above, Opera Australia will assist, where practicable, to provide retaining assistance in the form of study assistance and/or approved leave to enable career transition.

## **25 WORK HEALTH AND SAFETY**

### **25.1 Work Health and Safety Committee**

A Company Work Health and Safety (WHS) Committee will be maintained in line with NSW WHS legislation.

The parties agree to develop during the life of the Agreement, a protocol concerning employees rehearsing and performing on raked stages

### **25.2 Special provisions – dancers**

Dancers will not be required to rehearse or undertake class on non-dance surfaces unless a work is specifically choreographed for such a surface, and in this instance only after proper consultation with

the dancers involved. In relation to performances, the parties recognise that some productions will not involve dance surface. A dancer may refuse to carry out work that could be construed as being dangerous or hazardous.

## **26 RULES OF THE THEATRE**

It is a condition of employment that any employee working in a theatre observe the Rules of the Theatre set out below, insofar as is relevant to their classification:

- 26.1** Each employee will, before his or her first performance in each theatre, notify the Company Office of his or her address and will immediately notify any change thereof.
- 26.2** Notices from the Company posted on the usual notice board addressed to the employee in care of the Company Office or sent to the employee's last known address will be held to be valid notices.
- 26.3** All parts written or printed are the property of the Company and must be returned to the Company whenever notice to that effect is given. In the event of an employee losing the part or parts the employee is responsible for replacing or paying the cost of retyping or photocopying the part or parts lost.
- 26.4** Each employee will comply with the rules of the theatre at which the Company may be rehearsing or performing and with all lawful and reasonable rules made by the Company insofar as such last mentioned rules do not conflict with the terms of the Contract of Employment or this Agreement.
- 26.5** No employee shall be in an intoxicated condition in the theatre. Any charge of intemperance shall be made at the time of the offence. Where a dispute may arise as a result of an employee being charged with this offence or any offence contained in this clause, the Alliance is to be notified and negotiate with the Company. A copy of any reports of the dispute shall be made available to the Alliance. Where no satisfactory solution is reached the Alliance or the Company can raise the matter before the Commission for an independent arbitration.
- 26.6** No employee may alter his or her part or omit any portion thereof without express permission of the Company or its representative or disobey or neglect to carry out the directions of the Stage Manager or Director of the Production.
- 26.7** No employee may introduce into his or her performance any material not previously approved by the Company. Where additional material is introduced by an employee with the Company's consent the employee warrants that Company has the right to use such material and is not infringing any copyright. The employee agrees to indemnify the Company against any claim made in the event of such infringement. When any such material is the property of the employee it will remain so. The employee may not introduce into his or her performance any words not in the script, and in the event of infringement or breach hereof will be liable for and on demand pay the amount of all damages penalties and costs incurred by the Company.
- 26.8** Each artist must be in the theatre, through the half-hour immediately before the rise of the curtain and must remain until the fall thereof unless (in the case) the employee has the express permission of the Company to be absent.
- 26.9** No employee may, without the express permission of the Company or its representative:
  - a) go into the front of the theatre or other place of entertainment at which the employee is performing immediately prior to their performance or during the performance or address the audience; or
  - b) bring anyone not engaged in the theatre behind the scene.



- 26.10** Each employee must be ready to begin at the advertised time and must not keep the stage waiting at any other part of the performance.
- 26.11** No employee may go on or off the stage at any other time or place or in any other situation than that settled at rehearsal nor leave the stage before the proper exits or neglect to wear the dress or hair style and colour decided on by the Company nor wear apparel inconsistent with the character represented or create unnecessary noise or disturbance behind the scenes or in the dressing room. Any charge shall be made at the time of the offence. Any person so charged and advised shall be reported and shall receive a copy of the report presented to the Management at the time of its presentation.

## **27 ARTISTS' WARDROBE AND MAKE UP**

### **27.1 Make up**

- 27.1.1** Employees, other than Opera Extras, will provide their own make-up unless the Company requires the employee to use special make-up. In such cases the Company will provide the required make-up after proper consultations with the employees about the nature and use of such make-up. The Company will provide make-up for Opera Extras when such employees are not receiving the minimum chorus rate of pay.

### **27.2 Costumes**

- 27.2.1** The Company will provide all wardrobe and footwear, stockings and fleshings, wigs and appurtenances required by the Company to be used in performance or dress rehearsal. Such costumes will have been newly laundered and/or cleaned when so provided and will be maintained in a clean and hygienic condition by the Company.
- 27.2.2** Where required by Wardrobe, artists will arrange for the acquisition of their own flesh colored undergarments, and seek reimbursement of the approved amount from Wardrobe.
- 27.2.3** The Company will consult with the employees about the design and nature of costumes to be used in performances or in dress-rehearsals which could be considered unusual or out of the ordinary in respect of the costume's weight, maneuverability, or construction, including use of unusual materials or where the employees are required to appear semi-naked.
- 27.2.4** All weekly-paid employees will agree to wear second hand footwear or footwear hired out since last worn by the employee, only if the said footwear has been professionally clean and disinfected.
- 27.2.5** All professional wardrobe laundry made necessary by the work of the employee for the Company will be done at the Company's expense.

### **27.3 Wardrobe Allowances**

- 27.3.1** On the third and subsequent occasions in a Performance Year where the Company does not provide an employee with wardrobe, and such wardrobe is required for the performance and is supplied by the employee, the Company will pay the employee an allowance as follows:

	<b>1/01/2016</b>	<b>1/01/2017</b>	<b>1/01/2018</b>	<b>1/01/2019</b>
For each suit, frock or costume or other article supplied by that employee	21.38	21.81	22.36	23.03
For each pair of shoes provided by the employee	6.50	6.63	6.80	7.00

Provided that in the event that such clothing and/or footwear is not in the possession of the employee then it will be provided by the Company at its expense.

- 27.3.2** When engaged in a vocal concert, and the Company requires a principal or member of the chorus to have his or her hair set, it will pay to the employee an allowance to assist with hairdressing costs of:

	1/01/2016	1/01/2017	1/01/2018	1/01/2019
Hair Set	31.20	31.82	32.62	33.60

**27.4 Dancers**

- 27.4.1** The Company will provide each dancer with:

- a) *pointe* shoes for rehearsal and performance as required.
- b) all shoes required for performance.
- c) one pair of flat ballet shoes every two months provided that additional shoes shall be provided if required.

## ***Part 6: Principal Singers***

### **28 CLASSIFICATIONS AND PROGRESSION**

Principal Singers will be classified in accordance with the definitions set out in this clause.

#### **28.1 Principal Grade One**

A Principal at Grade One will have up to two years of full time professional operatic, or substantially equivalent, experience as a Principal, and be able to demonstrate:

- a) appropriate vocal skills
- b) basic interpretive skills
- c) basic dramatic and stage presentation skills
- d) basic language skills
- e) basic musicianship skills
- f) professional skills
- g) repertoire knowledge.

#### **28.2 Principal Grade Two**

A Principal Grade Two will have two years full time professional operatic, or substantially equivalent experience as a Principal, and be able to demonstrate the full range of skills of a Principal Grade One but to a higher standard of proficiency.

#### **28.3 Principal Grade Three**

A Principal Grade Three will have four years full time professional operatic, or substantially equivalent experience as a Principal and be able to demonstrate the full range of skills of a Principal Grade One but to a higher standard of proficiency.

#### **28.4 Principal Grade Four**

A Principal Grade Four will have 6 or more years full time professional operatic, or substantially equivalent experience as a Principal and be able to demonstrate the skills of a Principal to an advanced standard of proficiency including:

- a) advanced vocal skills
- b) advanced interpretative skills
- c) advanced dramatic and stage presentations skills
- d) advanced musicianship and language skills
- e) professional skills
- f) advanced knowledge of repertoire.

**28.4.1** In the definitions above, full time professional operatic experience will not include training or Young Artists Programs.

**28.4.2** In assessing the number of years of full time professional operatic, or substantially equivalent experience as a Principal, Schools Tours and Chorus role and cover experience, and Young Artist Programs, will be taken into account, but will not, by itself, take a Principal above Level 1.

#### **28.5 Progression within Principal classification**

**28.5.1** Principals will be appointed at the level commensurate with the number of years of experience in clause 28.4

**28.5.2** Progression within the Principal classification will occur on a 2 yearly basis, subject to demonstration of the required level of proficiency for the next classification level.

- 28.5.3** If, in the opinion of the Company, a Principal, eligible to progress to the next grade of Principal by virtue of their full time professional operatic experience, has not met the standard required at the next grade, the Company is to advise the Principal of this situation at least six months prior to the expected date of progression.
- 28.5.4** Where requested, the Principal concerned will be offered the opportunity of a review within three months of the date of advice or at a time agreed between the Company and the Principal. Where appropriate, the Principal will be offered guidance and assistance to address the problems identified.
- 28.5.5** Where requested, the Principal concerned may request a Review Committee to discuss the Company's decision. This Committee will include the Artistic Director and Associate Music Director, or appropriate nominated persons, the Principal, and any appropriate person nominated by the Principal.
- 28.5.6** A Principal may apply in writing to the Artistic Administrator for progression to the next salary level, prior to becoming eligible to do so. Such application will be considered on the basis of demonstrated vocal and stage performance superior to the proficiency expected at the Principal's current salary level. The applicant will receive a written response to their application.
- 28.5.7** Should such an application not be successful, the Principal may seek a review of the decision by the Artistic Director, and may reapply after 12 months.
- 28.6 Senior Principal**
- 28.6.1** A Senior Principal will have a minimum of 8 years full time professional operatic, or substantially equivalent experience as a Principal, and have consistently demonstrated superior and exceptional vocal and performance ability, and have acquired diverse and extensive repertoire knowledge, significantly over and above the proficiency expected of a principal engaged at the top Principal level.
- 28.6.2** A Principal may apply in writing to the Artistic Administrator for consideration of appointment to Senior Principal, with appointment determined by the Associate Music director and Artistic Administrator.
- 28.6.3** Should an application not be successful, the Principal may seek a review of the decision by the Artistic Director. In the case of an unsuccessful application, the Principal may reapply after 12 months.
- 28.7 Young Artist**
- 28.7.1** A Young Artist is an employee engaged as part of Opera Australia's Moffatt Oxenbould Young Artists' Program, which is primarily a training and development program.
- 28.7.2** As part of the program a Young Artist will receive formal and identifiable individual and group instruction in craft and technique at a cost to the Company, which may include the following:
- basic musicianship
  - language
  - acting
  - dance
  - make-up
  - vocal development
  - movement
  - stagecraft
  - fencing
  - "conversations" with experienced practitioners covering a range of topics important to the future careers of the Young Artists.
- 28.7.3** Young Artists will cover and perform roles and participate in concert activity, appropriate to their individual skill and development, within the Company's repertoire. Under normal circumstances, it is anticipated that a Young Artist will undertake no more than 65 performances in a calendar year and perform no more than 2 leading roles in a year.

- 28.7.4** In allocating performing and covering responsibilities to Young Artists, the current level of roles available to Principals will be maintained.
- 28.7.5** Membership of the program is limited to two years.
- 28.7.6** In each year no more than four new singers will be invited into the Young Artists' Program. From time to time other associated personnel e.g. conductors/repertoireurs or directors /designers/dramaturges are invited into the program and are additional to the numbers specified above.

## **28.8 Juvenile Principals**

Juvenile principals will be classified as follows:

- Level 1:** less than 2 years' full-time professional operatic or substantially equivalent experience as a Principal;
- Level 2:** between 2 and 4 years' time professional operatic or substantially equivalent experience as a Principal;
- Level 3:** between 5 and 6 years' time professional operatic or substantially equivalent experience as a Principal;
- Level 4:** 7 or more years' time professional operatic or substantially equivalent experience as a Principal.

## **28.9 Engagement of Principal Covers**

- 28.9.1** The Company agrees to adhere to the practice of endeavouring at all times to engage suitable artists as covers in all roles in each production.
- 28.9.2** Artists covering Principal roles will have access to the production rehearsals deemed necessary to allow them to fill their contractual obligations.
- 28.9.3** By agreement with the artist, the Company may offer a "study cover" role to an artist, who would have access to all musical and production rehearsals to learn the role. There would be no guarantee by either party that undertaking of a study cover role would lead to performance.
- 28.9.4** The Company confirms that study covers are not an alternative to scheduled covers for performers, but offered in addition to normal covering arrangements.

## **28.10 Engagement of overseas artists**

- 28.10.1** A separate agreement governing the use of overseas artists currently exists between the Company and the Alliance. The overseas artist agreement does not form part of this Enterprise Agreement.
- 28.11.2** Both parties have committed to review and develop the overseas artist agreement to ensure that it reflects the needs of both parties.

## **29 SALARIES**

### **29.1 Annualised salaries**

Permanent and seasonal Principal Singers are paid an annualised salary that includes a roll-up of all consideration for:

- a) overtime,
- b) penalty calls for working over 10 calls per week and 3 calls per day,
- c) public holiday payments (other than for Christmas Day, Boxing Day, Good Friday, Easter Saturday and New Year's Day),
- d) less than an 11 hour break between the work on two consecutive days,

- e) wardrobe and make up allowances for the first 2 occasions in a Performance Year (refer sub-clause 27.3),
- f) evening work,
- g) work at weekends, and
- h) annual leave loading,

*but does not include:*

- a) first aid allowance (sub-clause 11.2);
- b) special disability allowance – Sydney Opera House (sub-clause 11.3);
- c) SOH parking allowance (sub-clause 11.4);
- d) relocation allowances (sub-clause 11.7);
- e) jury service make up pay (sub-clause 11.8);
- f) accident make-up allowance (sub-clause 11.9);
- g) touring allowances (clause 12);
- h) recording and broadcast payments (clause 13);
- i) wardrobe and make up allowances on a third and subsequent occasion in a Performing Year (sub-clause 27.3).

The minimum annualised salary rates payable to Principal Singers are:

Level	Classification	Salary (\$ per year) from start of 1 <sup>st</sup> pay period to begin on or after:			
		1/01/2016	01/01/2017	01/01/2018	01/01/2019
	Senior Principal	92,523	94,373	96,733	99,635
4	Principal	87,201	88,945	91,169	93,904
3	Principal	82,357	84,004	86,104	88,687
2	Principal	77,513	79,063	81,040	83,471
1	Principal	72,669	74,123	75,976	78,255
2	Young Artist	67,145	68,488	70,200	72,306
1	Young Artist	63,512	64,782	66,402	68,394

## 29.2 Transitional Rate

Senior Principal rates absorb any personal allowances that may have been paid to the Principal prior to the establishment (in the preceding Agreements) of the Senior Principal classification.

## 29.3 Preparation fees

**29.3.1** The equivalent of two and a half weeks of preparation time, in addition to scheduled rehearsals and performances, will be offered to Principal Singers whose seasonal contracts over the Performance Year total less than 26 weeks.

**29.3.2** Where a Principal is engaged to cover or perform a leading role, and the period of seasonal contract is less than 26 weeks, the preparation fee will be increased to 3 weeks.

**29.3.3** These provisions do not apply to contracts for Touring and Outreach activities.

## 29.4 Casual rates (adults)

**29.4.1** Casual Principal Singers aged 16 years and over are paid the rates below, based on:

- a) unrolling the component in the annualised salaries that recognises the rolling up of overtime, evening, week-end and public holiday work, and the 1.35% component that recognises the rolling up of annual leave loading, and dividing by 52 to obtain weekly rates;

- b) dividing the resultant weekly rates by 5 to obtain a rate per performance, or 30 to obtain an hourly rate for rehearsals, and
- c) adding a loading of 25% in recognition of the nature of casual employment.

Level	Classification	1/01/2016	Rate from start of 1 <sup>st</sup> pay period to begin on or after:		
			1/01/2017	01/01/2018	01/01/2019
For performances:		\$ per performance	\$ per performance		
4	Principal	397.43	411.97	422.27	434.94
3	Principal	375.36	389.09	398.82	410.78
2	Principal	353.28	366.21	375.36	386.62
1	Principal	331.20	343.32	351.90	362.46
For rehearsals:		\$ per hour	\$ per hour		
4	Principal	66.24	68.66	70.38	72.49
3	Principal	62.56	64.85	66.47	68.46
2	Principal	58.88	61.03	62.56	64.44
1	Principal	55.20	57.22	58.65	60.41

**29.4.2** The minimum payment for a rehearsal call is 3 hours except for:

- a) a wardrobe call that is scheduled before production calls commence for the relevant opera – minimum call 1.5 hours;
- b) other wardrobe calls – minimum call 1 hour;

## **29.5 Casual rates (juveniles)**

**29.5.1** Casual Juvenile Principal Singers aged 14 years and under are paid at the rates below:

Level	Classification		Rate from start of 1 <sup>st</sup> pay period to begin on or after:		
		1/01/2016	1/01/2017	1/01/2018	1/01/2019
For performances:		\$ per performance	\$ per performance		
4	Principal	192.59	199.64	204.63	210.77
3	Principal	171.40	177.67	182.11	187.58
2	Principal	161.09	166.99	171.16	176.30
1	Principal	145.81	151.14	154.92	159.57
For rehearsals:		\$ per hour	\$ per hour		
4	Principal	32.20	33.37	34.21	35.23
3	Principal	28.61	29.65	30.39	31.30
2	Principal	26.75	27.73	28.42	29.28
1	Principal	24.44	25.33	25.96	26.74

**29.5.2** Juvenile Principal Singers performing leading and featured roles will be paid at the relevant adult rate.

- 29.5.3** Juvenile Principal Singers required to tour will be paid the minimum Chorister's rate, plus the touring allowances provided in clause 12 and, in addition the following allowance per performance:

1/01/2016	Rate from start of 1 <sup>st</sup> pay period to begin on or after:		
	1/01/2017	1/01/2018	1/01/2019
\$ per performance			
27.45	28.00	28.70	29.56

## **30 HOURS OF WORK AND SCHEDULING**

### **30.1 General principles**

- 30.1.1** At all times the greatest regard will be shown for the well being of each employee. The resources of employees will not be unduly taxed in relation to the number of performances and/or rehearsals required of the employee in each week.
- 30.1.2** No rehearsal will be held on a day in which two performances are given.
- 30.1.3** A break of eleven hours will be allowed between the cessation of work on one day and the commencement of work on the succeeding day.
- 30.1.3** For the purposes of this Part, any work on Sundays will be included in the calculations of time worked in the preceding week Monday to Saturday.
- 30.1.4** Should the Company require an employee to travel to a locality away from their usual place of employment reasonable time will be allowed for such travel.
- 30.1.5** All artists are entitled to a minimum of 30 minutes travel time between two adjacent calls in different venues. This time will be in addition to a one hour meal break and will be unpaid time.
- 30.1.6** No Principal will be scheduled to work for more than six consecutive days. If, due to unforeseen circumstances, it is necessary to ask a Principal to work on a seventh consecutive day, they will be paid per call, in addition to normal pay, one sixth of his or her weekly salary.
- 30.1.7** The Company will endeavour to schedule no more than:  
a) 22 calls per fortnight; and  
b) 12 calls in a week.  
When, in an emergency, these caps are exceeded, it will be by mutual agreement with the Principal concerned, and a payment will be made in accordance with paragraph 30.4.2.
- 30.1.8** Following receipt of his or her schedule for the forthcoming year, each Principal will have the right to request a meeting with appropriate management to discuss any adjustments felt necessary and to reach agreement.

### **30.2 Performances**

- 30.2.1** Thirty minutes will be allowed to an employee for preparatory duties, such as dressing and make-up, incidental to a performance and fifteen minutes will be allowed after such performance for undressing and removing make-up. Such time will be counted as working time.
- 30.2.2** The minimum time to be credited to an employee for each performance or dress rehearsal session is four hours (inclusive of making-up/dressing and removing make-up, etc.) from the commencement to the conclusion of the performance or dress rehearsal.



- 30.2.3** The ordinary hours during which a performance may be held are from 11.00 a.m. (on-stage commencement of performance) to 10.45 p.m. (on-stage conclusion of the performance time) on any of the six days Monday to Saturday both days inclusive.
- 30.2.4** A performance may not commence later than 8.15 p.m. on any day.
- 30.2.5** Employees will receive a break of not less than two hours between the conclusion of one performance or rehearsal and commencement of another performance on the same day. Such breaks will be clear of any time required for travel, dressing, undressing, making-up, removing make-up, warm-ups, and other performance-related activities.
- 30.2.6** If an employee receives a break of less than two hours between the conclusion of one performance and the beginning of the next performance, the Company will provide the employee with a meal at the theatre of a nature approved by a representative of the Alliance. Alternatively, the Company may pay the allowance provided in clause 11.12.
- 30.2.7** When performing opera the maximum number of performances given per week Monday to Saturday by a principal singer will be five provided that an employee will not be required to sing more than three performances of leading roles in any week. For Sunday performances, clause 30.8 will apply.
- 30.2.8** When performing operetta the maximum number of performances given per week Monday to Saturday by a principal singer will be four for leading roles, five for featured roles and seven for supporting roles, provided that in weeks where the employee is performing a combination of operetta and grand opera roles clause 30.2.7 will apply. For Sunday performances clause 30.8 will apply.
- 30.2.9** For HOSH or similar non-repertory major projects, the maximum number of performances given per week Monday to Sunday will be 6 performances. For Sunday performances, clause 30.8 will apply.

### **30.3 Rehearsals**

- 30.3.1** Paragraphs 30.2.1 to 30.2.4 apply to dress rehearsals as well as performances.
- 30.3.2** The minimum time to be credited to an employee for each rehearsal session, excluding solo coaching calls and stage calls, is three hours.
- 30.3.3** Where more than one production rehearsal call or call for other work is made on one day, an interval of one hour will be given, commencing between the hours of 12.00 noon and 2.30 p.m. as a lunch break, except in the case of dress rehearsals or where a publicity or wardrobe call is scheduled immediately prior to or following a rehearsal as outlined in clause 30.6.
- 30.3.4** Where an afternoon production rehearsal call is followed by an evening production rehearsal call, an interval of one hour will be given between them.
- 30.3.5** Where consecutive dress rehearsals are scheduled on one day, an interval of 1 ¼ hours will be given between them. This time is inclusive of undressing and dressing time.
- 30.3.6** Employees will be given a tea or rest break of at least fifteen minutes, in paid time, at the end of each 1 ½ hours' work at a rehearsal. In the case of production and dress rehearsals, such breaks will be exclusive of any time required for changing costume or make-up. The following exceptions apply:
- a) Dress Rehearsals: the break will be scheduled by agreement between the employees and stage management.
  - b) Production Rehearsals: the break may begin between 1 ½ and 1 ¾ hours into the rehearsal, by mutual consent, for the purpose of running large scenes or an Act. Such consent will not be unreasonable withheld, on condition that the director's intentions for the rehearsal are made explicit as early as possible in the rehearsal.
  - c) Sitzproben: the break may begin between 1 ½ and 1 ¾ hours.

**30.3.7** A Principal may be required to take part in rehearsals on any of the six days Monday to Saturday inclusive. Such rehearsals will not commence before 10.30 a.m. on any day and will terminate by 6.00 p.m. except in the case of evening rehearsals as set out below.

**30.3.8** There will not be more than four evening rehearsals in any one week, Monday to Saturday inclusive. Evening rehearsals will terminate no later than 9.30 p.m., except in the case of production rehearsals, dress rehearsals, or sitzproben, and such rehearsals will not terminate later than 11.00 p.m. HOSH rehearsals will be exempt from this provision.

#### **30.4 Overtime**

##### **30.4.1 Pro rata payments**

A performance or cover by a weekly-paid Principal in any week additional to the number of performances specified in clauses 30.2.7, 30.2.8, or 30.2.9 (or otherwise contracted), or additional to 100 performances in a Performance Year, will attract pro rata payments as follows:

- performing a role(s) – one pro rata payment;
- covering a role(s) on a Monday to Saturday – half a pro rata payment;
- covering a role(s) on a Sunday – one pro rata payment.

Only one Pro Rata payment will be payable for any one performance.

The pro rata payment is calculated by dividing the performer's weekly salary by the applicable maximum number of performances specified in clauses 30.2.7, 30.2.8, or 30.2.9 (or otherwise contracted).

Additional performances or coverings attracting pro rata payments under this paragraph will not count as extra calls for the purposes of clause 30.4.2.

##### **30.4.2 Calls in excess of call caps**

If a Principal works in excess of their weekly or fortnightly call cap, as set out in paragraph 30.1.7, they will be paid an additional payment of one tenth of their weekly salary per call. Exemptions may apply to the rehearsal period for a regional tour, subject to mutual agreement. For the purposes of calculating the call count, all leave days, travel days and public holidays will count as two calls each. Wardrobe calls will count as half a call.

##### **30.4.3 Work on a seventh consecutive day**

If a Principal works on a seventh consecutive day, they will be paid, in addition to normal pay, one sixth of their weekly salary per call worked on the seventh day (clause 30.1.6).

#### **30.5 Young Artists tuition sessions**

Employees involved in the Moffatt Oxenbould Young Artists' Program may be required to attend for tuition sessions commencing no earlier than 9.00 a.m. provided that such a call will not be scheduled in the following circumstances:

- a) on a morning following an evening performance;
- b) on a day on which the employee is to take part in a performance in a leading or featured role;
- c) on a day in which the employee concerned is required to attend for three calls (other than the tuition session).

A break of at least fifteen minutes will be scheduled between a tuition session and the commencement of any rehearsal call scheduled.

#### **30.6 Wardrobe and publicity calls**

**30.6.1** Wardrobe and publicity calls will be made during or as close as possible to rehearsal calls. (See also clause 30.3.3 regarding breaks).

### **30.7 Rosters**

- 30.7.1** Except in the case of a genuine emergency, at least 48 hours' notice must be given in the case of additions to, or deletions from, an artists' rehearsal and/or performance scheduled hours. In the case of HOSH, a minimum of 4 hours' notice only is required.
- 30.7.2** The roster (for rehearsals and performances) will be published weekly not later than 12.00 noon Thursday for the following Monday to Saturday. Each employee will receive an electronic copy of the roster.

### **30.8 Sundays**

**30.8.1 Payment – weekly-paid employees:**

Work done on any 1 Sunday performance a year will be paid with a penalty of one quarter ( $\frac{1}{4}$ <sup>th</sup>) of a week's salary and one day TOIL. The TOIL will be within one week of the worked Sunday at a time agreed between the Principal artist and the Company. TOIL is additional to the provisions of 16.2.8.

Work done on Sundays additional to the one per year above will be paid with a penalty of one third ( $\frac{1}{3}$ <sup>rd</sup>) of the weekly wage, plus one day's TOIL. TOIL is additional to the provisions of 16.2.8.

**30.8.2 Payment – casual employees:**

Work done on Sundays will be paid at double time according to the hours worked, with a minimum payment as for 3 hours.

**30.8.3 Payment – Principals Covering:**

The following will apply with respect to permanent Principals who undertake covering responsibilities on a Sunday:

- a) an additional day (TOIL); and
- b) one pro rata point will accrue.

- 30.8.4** Principals engaged on short term weekly contracts (less than 12 months) and who undertake covering responsibilities on a Sunday will receive one sixth of their weekly salary, to be paid in the following pay period.

## ***Part 7: Chorus***

### **31 CLASSIFICATIONS AND PROGRESSION**

**31.1** A Chorister is an employee who is an operatic singer engaged to sing as part of the Chorus. A Chorister is able to:

- a) demonstrate appropriate skills and knowledge for ensemble singing and solo singing;
- b) demonstrate an ability to perform in public;
- c) learn and perform from memory all repertoire in any given opera season as required and as appropriate to the voice type;
- d) learn and perform from memory all moves and directions associated with any production in the repertoire in any given season;
- e) undertake all responsibilities associated with make-up and costume required;
- f) by mutual agreement between the Company and the Chorister, undertake the performance and/or the covering of a role(s).

### **31.2 Classification levels**

Permanent and seasonal Choristers will be classified in accordance with the definitions of this clause:

#### **31.2.1 Chorister Level One**

A Chorister Level One may have up to one year full time professional operatic, or substantially equivalent, experience as a Chorister, and will be able to demonstrate:

- a) appropriate operatic vocal skills;
- b) an ability to follow and subsequently perform dramatic/stage direction;
- c) a capacity to sing convincingly in one or more foreign languages;
- d) basic musicianship skills including the ability to follow musical notation;
- e) basic techniques of stage make-up;
- f) a professional approach to work.

#### **31.2.2 Chorister Level Two**

A Chorister Level Two will have one year of full-time professional operatic, or substantially equivalent experience, and be able to demonstrate the full range of skills and knowledge of a Chorister Level One to a higher standard of proficiency.

#### **31.2.3 Chorister Level Three**

A Chorister Level Three will have two years full-time professional operatic, or substantially equivalent experience, and be able to demonstrate the skills and knowledge of a Chorister Level Two to a higher standard, together with the further development of repertoire knowledge and the following skills:

- a) basic language comprehension;
- b) music reading;
- c) interpretation of characters;
- d) ensemble interaction as a singer and actor.

#### **31.2.4 Chorister Level Four**

A Chorister Level Four will have three years of full-time professional operatic, or substantially equivalent experience, and be able to demonstrate the skills and knowledge of a Chorister Level Three to a higher standard of proficiency.

#### **31.2.5 Chorister Level Five**

A Chorister Level Five will have four years of full-time professional operatic, or substantially equivalent experience, and be able to demonstrate the skills and knowledge of a Chorister Level Four to a higher standard, together with the further development of repertoire knowledge and the following skills:

- a) language pronunciation and comprehension;
- b) portraying convincingly any aspect of the characterisation as required by a director;

- c) memorising thoroughly and rapidly;
- d) proficiency in reading vocal score.

#### **31.2.6 Chorister Level Six**

A Chorister Level Six will have five years of full-time professional operatic, or substantially equivalent experience, and be able to demonstrate the skills and knowledge required of a Chorister Level Five to a higher standard of proficiency.

#### **31.2.7 Chorister Level Seven**

A Chorister Level Seven will have six years of full-time professional operatic, or substantially equivalent experience, and be able to demonstrate the skills and knowledge required of a Chorister Level Six to a higher standard, together with the further development of repertoire knowledge and the following skills:

- a) the ability to improvise characters and stage activities in establishing an appropriate stage presence in whatever role/character/ style demanded by a director;
- b) the confident presentation of the music and dramatic skills they have achieved.

#### **31.2.8 Chorister Level Eight**

A Chorister Level Eight will have eight years of full-time professional operatic, or substantially equivalent experience, and be able to demonstrate the skills and knowledge required of a Chorister Level Seven, and a developing repertoire knowledge, and emerging leadership in the Chorister's area of personal expertise.

#### **31.2.9 Chorister Level Nine**

A Chorister Level Nine will have ten years of full-time professional operatic, or substantially equivalent experience, and be able to demonstrate the skills and knowledge required of a Chorister Level Eight, and comprehensive and accurate knowledge of the repertoire in both dramatic and musical aspects of productions.

#### **31.2.10 Chorister Level Ten**

A Chorister Level Ten will have twelve years of full-time professional operatic, or substantially equivalent experience, and be able to demonstrate the skills required of a Chorister Level Nine to a significantly higher standard.

#### **31.2.11 Chorister Level Eleven**

A Chorister Level Eleven will have fourteen or more years of full-time professional operatic, or substantially equivalent experience, and be able to demonstrate the skills required of a Chorister Level Ten and the capacity and willingness to:

- a) provide training where requested in the form of guidance for Choristers in Levels One to Ten;
- b) on request, undertake the role of mentor/adviser to new members of the Chorus, including those Choristers engaged on a casual basis.

### **31.3 Entry level**

The appropriate entry level for new members of the Chorus will be established by the Company with reference to the Chorister's level of skills, knowledge, and professional experience as defined. In the event of any dispute over the matter of the appropriate entry level, the dispute resolution provisions at clause 8 will apply.

### **31.4 Previous experience**

In determining "equivalency" in relation to previous experience for the purpose of the classification structure for weekly paid Choristers, the following points apply:

- a) Opera: One year's full time professional operatic experience is calculated as being 40 weeks of full time operatic work or substantially equivalent. Generally experience in ten operas would constitute one year's full time experience. If one opera is performed in two seasons this counts

as two operas.

- b) Musical theatre: 40 weeks of musical theatre work is equivalent to one year's full time professional operatic experience. Less than 40 weeks is calculated on a pro rata basis, for example, 20 weeks of musical theatre work would be counted as half a year.
- c) Professional Oratorios/ Recitals: One engagement equals one week of full time work; four engagements are equivalent to one opera.

The above are general guidelines. In practice artists often have a combination of the various types of previous professional engagements and each case is assessed by applying these principles to the particular individual circumstances.

### **31.5 Chorus incremental progression**

- 31.5.1** Incremental progression from Level 1 to Level 11 will take place following a successful review of a Chorister's work, undertaken in accordance with clause 31.6, at which they demonstrate the necessary capability to perform the duties required under the higher classification.
- 31.5.2** For each progression the first such review will take place not later than 9 months after the Chorister was first appointed to his or her current Level (if in Levels 1 to 6), or 21 months after they were first appointed to their current Level (if in Levels 7 to 10).
- 31.5.3** A Chorister may at any time request a review at an earlier date than that in clause 31.5.2.
- 31.5.4** Following a successful review a Chorister will progress to the next Level on the anniversary of his or her engagement by the Company or on the anniversary of the Chorister's previous incremental progression, whichever is the later. Unless there has been written feedback to the contrary it may be assumed that salary progression will be approved.
- 31.5.5** The timing of a Chorister's progression from Level 1 to Level 2 will take into account their total professional operatic experience, both before and after engagement with the Opera Australia Chorus.
- 31.5.6** Periods of Leave Without Pay of eight weeks or more that are not used for professional performance do not count towards Chorus experience under this clause.
- 31.5.7** If a Chorister is unsuccessful in demonstrating at such a review his or her capability to progress to the next Level, a further review will be undertaken when the Chorister requests it, but not less than 3 months after the previous one.

### **31.6 Chorus review procedure**

- 31.6.1** Each Chorister will undertake chorus reviews:
  - a) while in Levels 1 to 10, to establish his or her readiness to progress to the next Level, in accordance with the procedure set out in sub-clause 31.5; such reviews will be undertaken annually for Choristers on Levels 1 to 6, and biennially for those on Levels 7 to 10;
  - b) after reaching Level 11, at two-yearly intervals, as part of an ongoing monitoring of their vocal health.
- 31.6.2** Such a review will include an assessment of the Chorister's skill and repertoire knowledge development over the period since his or her previous review and a Chorister's general approach to their work in the chorus, based on the requirements of the Chorus definitions in clause 31.2.
- 31.6.3** Such a review will include a sung component. Excerpts will be selected from repertoire currently in performance. In the case of an opera with a significant chorus participation the excerpt will be one Act only. A song or aria may be presented additionally.

**31.6.4** Following the review, the Chorister concerned will be advised of any major concerns which exist about their capacity to meet the standards required. They will be offered training, guidance and assistance with addressing the problems identified, and will have the opportunity of a further review three months after the date of the previous review, or at a later time as may be mutually agreed between the Company and the Chorister concerned.

**31.6.5** Should the Chorister so desire, they may nominate an appropriate person to support them at their subsequent review.

### **31.7 Casual Choristers**

**31.7.1** Casual Choristers will be classified in accordance with the following structure:

- a) Casual Chorister level 1: 0 - 3 years professional experience
- b) Casual Chorister level 2: 4 - 6 years professional experience
- c) Casual Chorister level 3: 7 - 9 years professional experience
- d) Casual Chorister level 4: 10 and subsequent years professional experience.

**31.7.2** Progression from one level to the next is based on skill development and years of experience as a professional singer provided that the employee's engagements over the period concerned include participation in at least one Opera Australia (or Victoria State Opera) production per year or equivalent in other areas of the entertainment industry.

**31.7.2** Equivalency: The following guidelines apply in assessing whether previous experience is "equivalent" to one Opera Australia production:

- a) Work with other Opera companies (eg, State opera companies, overseas opera companies and contemporary opera companies) will be directly equivalent, ie. one opera with another Opera company equals one Opera Australia production.
- b) Musical Theatre: one musical in a year will be equivalent to one opera.
- c) Solo work in professional oratorios and professional recitals: 4 engagements will be equivalent to one opera.

### **31.8 Engagement of Choristers**

**31.8.1** Engagement as a member of the Chorus will be determined by the Chorus Master and will normally follow an audition unless, in the opinion of the Chorus Master, sufficient information/knowledge is available to warrant an audition unnecessary.

**31.8.2** Engagement as a member of the Chorus on an ongoing weekly basis will, subject to paragraph 31.8.3, commence with a probationary period of six months, the successful completion of which will be followed by confirmation of an employee's ongoing employment as a Chorister. During the probationary period the provisions of paragraph 10.1 do not apply.

**31.8.3** Alternatively, engagement as a member of the Chorus on an ongoing weekly basis may be preceded by engagement on a temporary basis, subject to the following:

- a) The contract will not exceed 2 years. Starting on a 2-year contract is not envisaged with regard to a Chorister who has already done significant work with the Company.
- b) An employee engaged under such a contract will be advised, no later than six months before the completion of the contract, of a decision to convert the contract to ongoing weekly employment.
- c) An options clause will be included in such contracts to the effect that either side may seek a conversion of the contract into ongoing weekly employment at any time.
- d) The provisions of sub-clauses 31.1 to 31.6 apply to a Chorister engaged under this paragraph.

**31.8.4** Choristers engaged as a particular voice type may audition for vacancies in another section without first resigning. Fair consideration will be given to the Chorister under such circumstances.

## 32 SALARIES

### 32.1 Annualised salaries

Permanent and seasonal Choristers are paid an annualised salary that includes a roll-up of all consideration for:

- overtime,
- penalty calls for working over 10 calls per week and 3 calls per day,
- public holiday payments (other than for Christmas Day, Boxing Day, Good Friday, Easter Saturday and New Year's Day),
- less than an 11 hour break between work on two consecutive days,
- wardrobe and make up allowances for the first 2 occasions in a Performance Year (refer sub-clause 27.3),
- calls in costume, except as provided for in paragraph 33.1.15,
- evening work,
- work at weekends,
- work on 3 Sundays per year, and
- annual leave loading,

but does not include:

- first aid allowance (sub-clause 11.2);
- special disability allowance – Sydney Opera House (sub-clause 11.3);
- SOH parking allowance (sub-clause 11.4);
- relocation allowances (sub-clause 11.7);
- jury service make up pay (sub-clause 11.8);
- accident make-up allowance (sub-clause 11.9);
- touring allowances (clause 12),
- recording payment (clause 13);
- wardrobe and make up allowances on a third and subsequent occasion in a Performing Year (sub-clause 27.3).

### 32.2 Permanent and seasonal salaries

The minimum annualised salary rates payable to Choristers are:

Level	In the year of experience	1/01/2016	Rate from start of 1 <sup>st</sup> pay period to begin on or after:		
			1/01/2017	1/01/2018	1/01/2019
11	15 <sup>th</sup> and over	80,932	82,550	84,614	87,153
10	13 <sup>th</sup> and 14 <sup>th</sup>	79,066	80,647	82,664	85,143
9	11 <sup>th</sup> and 12 <sup>th</sup>	77,200	78,744	80,713	83,134
8	9 <sup>th</sup> and 10 <sup>th</sup>	75,340	76,847	78,768	81,131
7	7 <sup>th</sup> and 8 <sup>th</sup>	72,871	74,329	76,187	78,473
6	6 <sup>th</sup>	71,335	72,761	74,580	76,818
5	5 <sup>th</sup>	69,790	71,186	72,966	75,155
4	4 <sup>th</sup>	68,253	69,619	71,359	73,500
3	3 <sup>rd</sup>	66,708	68,042	69,743	71,835
2	2 <sup>nd</sup>	65,171	66,474	68,136	70,180
1	1 <sup>st</sup>	63,630	64,903	66,526	68,521

The above salary rates are inclusive of 3 Sunday penalties, including the buyout of 2 Sunday penalties at 80% of the Sunday penalty rate.



### 32.3 Casual rates

Casual Choristers are paid the rates set out below, which are based on unrolling all of the components of the annualised salaries for Choristers levels 1 to 4, that recognise the rolling up of overtime, evening, week-end and public holiday work, and annual leave loading; and adding a loading of 25% in recognition of the nature of casual employment.

Level	Years of experience		1/01/2016	Rate from start of 1 <sup>st</sup> pay period to begin on or after:		
				1/01/2017	1/01/2018	1/01/2019
Performances (\$ per performance)						
4	10+		247.49	256.54	262.95	270.84
3	7-9		238.80	247.54	253.73	261.34
2	3-6		229.88	238.29	244.25	251.58
1	0-3		221.20	229.29	235.02	242.07
Rehearsals (\$ per hour)						
1-4	All		40.88	42.38	43.44	44.74

- 32.3.1 The minimum payment for a rehearsal call is 3 hours except for:
- a wardrobe call that is scheduled before rehearsals commence for the relevant opera – minimum call 1.5 hours;
  - other wardrobe calls – minimum call 1 hour;
  - Extra time worked by casual employees is to be paid at ordinary time in 15 minute increments, except where provided otherwise.

### 32.4 Juvenile Choristers

- 32.4.1 Juvenile Choristers are paid the rates set out in the table below, being the following percentages of the first level adult Chorister rate for rehearsals and performances:
- under 14 years – 45%;
  - 14 - 16 years – 55%.

Age		1/01/2016	Rate from start of 1 <sup>st</sup> pay period to begin on or after:		
			1/01/2017	1/01/2018	1/01/2019
Performances (\$ per performance)					
Under 14 years		99.50	103.18	105.76	108.93
14 - 16 years		121.61	126.11	129.26	133.14
Rehearsals (\$ per hour)					
Under 14 years		18.34	19.07	19.55	20.13
14 - 16 years		22.43	23.31	23.89	24.61

- 32.4.2 The provisions of sub-clause 32.5 do not apply to Juvenile Choristers.
- 32.4.3 Where a Juvenile Chorister is required by the Company to tour away from their home, they are paid the minimum adult Chorister's salary plus the touring allowance set out in clause 12.

### 32.5 Role and cover payments

- 32.5.1 Choristers, including adult casual Choristers, engaged to cover or perform roles outside their ordinary chorus work are paid the following additional fees per role and per season, subject to paragraph 32.5.4:

Role Size	Hours included	Calls included	1/01/2016	Rate from start of 1 <sup>st</sup> pay period to begin on or after:		
				1/01/2017	1/01/2018	1/01/2019
<b>Learning Fee (\$ per production)</b>						
Leading	20		943.26	962.13	986.18	1,015.77
Featured	14		660.28	673.49	690.33	711.04
Supporting	8		377.31	384.85	394.47	406.31
Bit Part A	2		94.33	96.21	98.62	101.58
Bit Part B	1.5		70.74	72.16	73.96	76.18
<b>Rehearsal Fee (\$ per production)</b>						
Leading		10	1,414.90	1,443.19	1,479.27	1,523.65
Featured		8	1,131.92	1,154.55	1,183.42	1,218.92
Supporting		5	707.45	721.60	739.64	761.83
Bit Part A		2	282.98	288.64	295.85	304.73
Bit Part B		1	141.49	144.32	147.93	152.37
<b>Cover Fee (\$ per performance)</b>						
Leading			44.78	45.68	46.82	48.23
Featured			26.86	27.39	28.08	28.92
Supporting			21.27	21.70	22.24	22.91
Bit Part A			10.41	10.62	10.89	11.21
Bit Part B			4.63	4.73	4.84	4.99
<b>Performance Fee (\$ per performance)</b>						
Leading			564.21	575.49	589.88	607.57
Featured			225.66	230.17	235.92	243.00
Supporting			117.95	120.31	123.32	127.02
Bit Part A			41.55	42.38	43.44	44.75
Bit Part B			13.89	14.16	14.52	14.95

- 32.5.2** The learning and rehearsal components of the fees have been identified separately from each other. An expected number of learning hours has been identified for the learning component, and an expected number of rehearsal calls has been identified for the rehearsal component. Both fees are based on the hourly rate of pay for the Level 11 for each year of the Agreement.
- 32.5.3** Rehearsal calls are calculated at 3 hours per call. Calls additional to the number allowed for above are paid at hourly rates for a minimum of 3 hours. Choristers are to keep a record of all rehearsals to which they are called by name and to claim such additional calls. This sub-clause does not apply to dress rehearsals and sitzproben in circumstances in which a Chorister covering a role is attending as an observer, or in which a Chorister engaged to cover or perform a role is performing in a call to which he or she is also called as a Chorister, or where a Chorister's chorus workload has been reduced to accommodate his or her role or cover responsibilities. [For example: In order to undertake a specific role or cover, a Chorister may be excused chorus responsibilities in the same, or another opera to which he or she would ordinarily be allocated as part of the annual chorus allocation. Such an arrangement may be necessary to accommodate scheduling, or where the role in question could not be undertaken in addition to Chorus responsibilities.]
- 32.5.4** Where a Chorister undertakes a Chorus cover or a role in an opera which is scheduled in consecutive seasons, the Chorus member receives only one Learning Fee and one Rehearsal Fee for both seasons, in addition to the Per Performance Cover Fee per role and per season. Additional calls resulting from such an arrangement may be claimed as set out in paragraph 32.5.3.
- 32.5.5** Any Bit Part in an opera in which the Chorister has not been allocated to perform as part of the Chorus is paid as a Support role for both the learning and rehearsal components and the per-performance fees. Any subsequent Bit Parts played by the same Chorister in the same opera are paid as such, provided that for multiple roles in the same opera, the call counts will be cumulative.

### **32.5.6 Timing of Payments – Covers**

When a Chorister is covering, fees for the combination of the Rehearsal, Learning and per performance Cover Fees will be paid in two equal instalments:

- a) The first instalment will be included in the first pay following the commencement of rehearsals.
- b) The second and final instalment will be included in the first pay following the conclusion of performances of the Opera performed.

Where applicable, "the per performance" Performance Fee will be paid in the first pay period after the Chorister has performed the role.

### **32.5.7 Timing of Payments – Roles**

When a Chorister has been cast in a role, she or he will receive in addition to their ordinary chorus payment the Rehearsal and Learning Fees in the first pay following the commencement of rehearsals. The "per performance" Performance Fees will be paid in the first pay periods after the Chorister has performed the role.

### **32.5.8 Classification Review**

Where a Chorister covers a role and it emerges during rehearsal that work is exceeding requirements of the assigned role, the artist can request that the role be re-classified. The artist can also seek a review of that decision and have an Alliance or JCC representative present.

### **32.5.9 Senior Choristers**

- a) Senior Choristers will be given the opportunity to participate (with due credit) in (non-singing) activities that make use of their specialised knowledge and experience.
- b) Each Senior Chorister will be able to request a pair of A Reserve tickets, plus drink vouchers, for a Company performance, each year.

## **33 HOURS OF WORK AND SCHEDULING**

### **33.1 General principles**

**33.1.1** At all times the greatest regard will be shown for the well-being of each employee. The resources of employees will not be unduly taxed in relation to the number of performances and/or rehearsals required of the employee in each week. The work and scheduling patterns of the years immediately prior to the annualisation of salaries will continue.

**33.1.2** No rehearsal will be held on a day in which two performances are given.

**33.1.3** A break of eleven hours will be allowed between the cessation of work on one day and the commencement of work on the succeeding day.

**33.1.4** For the purposes of this Part, any work on Sundays will be included in the calculations of time worked in the preceding week Monday to Saturday.

**33.1.5** Should the Company require the employee to travel to a locality away from the employee's usual place of employment reasonable time will be allowed for such travel.

**33.1.6** All artists shall be entitled to a minimum of 30 minutes travel time between two adjacent calls in different venues. This time will be in addition to a one hour meal break and will be unpaid time.

- 33.1.7** The maximum number of calls per year will be capped at 440 including wardrobe calls. For the purposes of calculating the annual call count, all leave days, travel days and public holidays will count as two calls. Wardrobe calls will count as half a call.
- 33.1.8** Where a Chorister works more than 420 calls in any one year, the Company will ensure that the same chorister will work less than 420 calls the following year.
- 33.1.9** For the monitoring of work, the Company will provide the Chorus with information on the expected range and average of scheduled calls per part per year.
- 33.1.10** Long service leave will be counted as 9.16 calls per week (calculated by dividing the annual call cap of 440 by 48 working weeks per year).
- 33.1.11** Calls over the cap will be paid a Chorus extra Payment as set out in paragraph 33.5.3.
- 33.1.12** Generally, two rehearsal sessions may be held on a day in which no performance is given by the employee; one rehearsal session may be held on a day in which a performance is given by the employee. However, three call days will be kept to a minimum, with no more than one three call day scheduled per calendar month.
- 33.1.13** No more than 11 calls in any week will be scheduled for any Chorister.
- 33.1.14** The number of 11 call weeks will be limited to 11 per year.
- 33.1.15** There will be a fortnightly cap of 21 calls in a two week period, i.e. two consecutive 11-call weeks will not be scheduled for any Chorister. In addition, the Company will use its best endeavours to ensure that there is a maximum of 9 calls in one of the weeks on either side of any week in which 11 calls are actually worked. If that were not achieved in any particular case, the Chorister(s) concerned will be paid a Chorus Extra Payment.
- 33.1.16** No Chorister will be required to work 7 days without a day off.
- 33.1.17** If more than 9 calls in costume a week occur, a Chorus Extra Payment will be paid for each call in excess of nine.
- 33.1.18** There will be no more than six "9 costume call" weeks scheduled in any one year (ie. for the chorus as a whole).
- 33.1.19** A 12 hour break and an 11 a.m. start will be implemented where practicable when such an arrangement only affects the chorus. Where this is implemented, the time limit provisions of clause 33.3.3 do not apply. This issue is to be addressed by the Scheduling Committee when appropriate.
- 33.1.20** In the case of productions requiring complex or extensive choreography, a half an hour warm-up will be provided for the Choristers involved before the first rehearsal or performance of each day on which the show is rehearsed or performed. This will be paid at the rate prescribed in clause 33.5.9 for each performance. For rehearsals, it will incur extra payment only if it extends the duration of the rehearsal beyond the period stipulated in clauses 33.2.4 and 33.3.2.

## **33.2 Performances**

- 33.2.1** If an employee is directed by the Company to be in attendance at the employee's place of employment for longer than thirty minutes prior to the commencement of a performance the time of the employee's attendance will be paid at the rate set out in paragraph 33.5.9. Provided that such payment is not applicable for vocal warm ups as specified in paragraph 33.2.8.
- 33.2.2** Thirty minutes will be allowed to an employee for preparatory duties, such as dressing and make-up, incidental to a performance, and fifteen minutes will be allowed after such performance for undressing

and removing make-up. Such time will be counted as working time.

- 33.2.3** An extra quarter of an hour will be allowed for removal of make-up that extends beyond the normal face/neck and hands. This will be counted as time worked but will only incur extra payment if it extends the performance or rehearsal time beyond four hours. Such payment, if incurred, will be at the rate set out in paragraph 33.5.9.
- 33.2.4** The minimum time to be credited to an employee for each performance or dress rehearsal session is four hours (inclusive of making-up/dressing and removing make-up, etc.) from the commencement to the conclusion of the performance or dress rehearsal. Time worked by casual employees in excess of four hours is to be paid at ordinary time in 15 minute increments, except where provided otherwise.
- 33.2.5** The ordinary hours during which a performance may be held are from 11.00 a.m. (on-stage commencement of performance) to 10.45 p.m. (on-stage conclusion of the performance time) on any of the six days Monday to Saturday both days inclusive.
- 33.2.6** A performance will not commence later than 8.15 p.m. on any day.
- 33.2.7** Employees will receive a break of not less than two hours between the conclusion of one performance or rehearsal and the commencement of another performance on the same day. Such breaks will be clear of any time required for travel, dressing/make-up, undressing/removing make-up. If an employee receives a break of less than two hours, the Company will provide him or her with a meal at the theatre of a nature approved by a representative of the Alliance. Alternatively, the Company may pay the allowance provided in sub-clause 11.12.
- 33.2.8** In recognition of the need to maintain a cohesive vocal ensemble, Choristers may be required to attend vocal warm-up calls prior to a performance in which an individual is rostered. There will not be more than two such calls in any one week. The total warm up time will not exceed 30 minutes in any week. The timing will be determined by the Chorus Master or their representative. All vocal warm-up calls will be considered as part of a normal performance call. Warm-ups for opening nights and recordings or broadcasts are included in this arrangement.
- 33.2.9** If a call for a Sunday performance exceeds 5 hours, the Chorus Extra Payment set out in clause 33.5.3 will be paid in addition to the provisions of clause 33.10.
- 33.2.10** When dress rehearsals and performances on Monday to Saturday exceed 5 hours, an additional call will be added to the annual call count for each rehearsal or performance.
- 33.2.11** If a Chorister performs in opera as a principal singer of leading or featured roles then the maximum number of performances that Chorister may give as a principal singer in that week is four. However, should that Chorister, in addition to performance(s) as a principal, perform as a member of the Chorus in other opera performances, then the maximum number of performances in that week is five.
- 33.2.12** If a Chorister performs in operetta as a principal singer of leading or featured roles then the maximum number of performances that Chorister may give as a principal singer in that week is five. However, should that Chorister, in addition to performance(s) as a principal, perform as a member of the Chorus in other performances, then the maximum number of performances in that week is six.

### **33.3 Rehearsals**

- 33.3.1** Clauses 33.2.1 to 33.2.4 apply to dress rehearsals as well as performances.
- 33.3.2** The minimum time to be credited to an employee for each rehearsal session, excluding solo coaching calls and stage calls, is three hours.
- 33.3.3** Where more than one music or production rehearsal call or call for other work is made on one day, an interval of one hour will be given, commencing between the hours of 12.00 noon and 2.30 p.m. as a

lunch break, except in the case of dress rehearsals or where a publicity or wardrobe call is scheduled immediately prior to or following a rehearsal as outlined in sub-clause 33.8, Wardrobe and Publicity Calls.

- 33.3.4** Where an afternoon music or production rehearsal call is followed by an evening music or production rehearsal call, an interval of one hour will be given between them.
- 33.3.5** Where consecutive dress rehearsals are scheduled on one day, an interval of 1 ¼ hours will be given between them. This time is inclusive of undressing and dressing time.
- 33.3.6** Employees shall be given a tea or rest break of at least fifteen minutes, in paid time, at the end of each 1 ½ hours' work at a rehearsal. In the case of production and dress rehearsals, such breaks will be exclusive of any time required for changing costume or make-up. The following exceptions apply:
- a) Dress Rehearsals: the break shall be scheduled by agreement between the employees and stage management.
  - b) Production Rehearsals: the break may begin between 1 ½ and 1 ¾ hours into the rehearsal, by mutual consent, for the purpose of running large scenes or an Act. Such consent will not be unreasonable withheld, on condition that the director's intentions for the rehearsal are made explicit as early as possible in the rehearsal.
  - c) Sitzproben: the break may begin between 1 ½ and 1 ¾ hours.
- 33.3.7** Clause 33.2.10 applies to dress rehearsals as well as performances.
- 33.3.8** When dress rehearsal calls on Monday to Saturday exceed 4 ¼ hours, but do not exceed 5 hours, a half a call will be added to the annual call count for each rehearsal.
- 33.3.9** Should a wardrobe call be scheduled within an ordinary rehearsal call, no additional time will be credited for the wardrobe section of the call provided that the proper breaks are given and the call does not exceed three hours. It is understood that Choristers will only be called out of ordinary rehearsals for costume calls when this is unavoidable.
- 33.3.10** When two music calls are scheduled for the same day, individual Choristers will not be called for more than 2.5 hours to each call. In scheduling such calls, the Chorus Master shall make all reasonable efforts to avoid prolonged lunch breaks for individual Choristers.
- 33.3.11** A reasonable number of Chorus Music Calls will be scheduled for the learning of chorus repertoire.
- 33.3.12** On a day when an employee takes part in a matinee performance, he or she will not be required to work in a rehearsal prior to that performance.
- 33.3.13** In addition to the conditions set out in clause 33.2.5, the following provisions apply with regard to the scheduling of rehearsals:
- a) Rehearsal sessions on Tuesday to Saturday inclusive will not commence before 10.30 a.m. (on stage commencement of dress rehearsals);
  - b) Rehearsals on Monday will commence after 5.30 p.m., except for Casual Choristers, in which case rehearsals may be held from 10.30 a.m. (on stage commencement of dress rehearsals), and provided that, subject to paragraph 33.10.3, a Chorister undertaking or covering a principal role will be available for ensemble or production rehearsal prior to 5.30 pm on a Monday.
  - c) Music Calls will conclude by 6.00 p.m., except for Casual Choristers, in which case they may be scheduled to finish up to 10.00 p.m.
  - d) Production rehearsals will terminate no later than 11.00 p.m.
  - e) Sitzproben will terminate no later than 10.00 p.m., or by agreement with the Choristers where the production is longer than three and one half hours in performance. Such agreement will not be unreasonably withheld.
  - f) Rehearsals will terminate not later than two hours prior to a performance, excluding any time required for travel, dressing/make-up, undressing/ removing make-up, warm-ups, and other

performance-related activities.

- 33.3.14** In the case of production rehearsals, dress rehearsals, or sitzproben, there will not be more than four such evening rehearsals in any one week.

#### **33.4 Meetings**

- 33.4.1** Attendance at meetings for both chorus representatives and the full chorus will be counted as follows for both annual and weekly call counts:

- a) meetings of up to 1.5 hours will be counted as half a call;
- b) meetings over 1.5 hours and up to 3 hours will be counted as a call;
- c) meetings of 1 hour or less attached to a call will not be counted in the annual cap as payments for meetings of this length were included in the roll up as overtime;
- d) meetings of any length scheduled by the Company, solely for representatives and delegates to the Joint Consultative Committee, the MEAA, and the Work Health and Safety Committee, whether or not attached to a call, will be counted as half a call for meetings up to 1.5 hours and as one call for meetings of over 1.5 hours and up to 3 hours.

- 33.4.2** Calls will be counted towards the annual call cap for the purpose of preparation by chorus representatives in the following way:

- a) 4 calls will be counted towards the annual call cap for the Joint Consultative Committee, the MEAA, and the Work Health and Safety Committee, and 2 calls for the Scheduling and the Conductor and Director Assessment Committees;
- b) a maximum of 6 calls per performance year will be counted per individual;
- c) calls will be allocated on a pro rata basis for part years.

This arrangement may be reviewed if the nature of these committees changes.

#### **33.5 Overtime**

- 33.5.1** The annual call cap for full time Choristers is 440 including wardrobe calls.

- 33.5.2** For the purposes of calculating the annual call count, all leave days, travel days and public holidays will count as two calls. Wardrobe calls will count as half a call.

- 33.5.3** Calls over the cap will attract a Chorus Extra Payment at the amount set out below:

1/01/2016	Rate from start of 1 <sup>st</sup> pay period to begin on or after:		
	1/01/2017	1/01/2018	1/01/2019
183.93	187.61	192.30	198.07

These figures are calculated by dividing the appropriate Level 11 yearly salary by 440 calls.

- 33.5.4** A Chorus Extra Payment for the following will be made at the end of the performance year:

- a) calls over 440 in the year;
- b) chorus leave days not scheduled.

- 33.5.5** A Chorus Extra Payment for the following occurrences will be made in the pay period following the week in which they occur:

- a) calls in excess of eleven in any week;
- b) where more than 9 calls are scheduled in both of the weeks on either side of any week in which 11 calls are actually worked;
- c) calls in excess of 21 calls in any fortnight;
- d) second and subsequent 3 call days in a month;
- e) the tenth and subsequent calls in costume in any week;
- f) Sunday performances subsequent to the three per year rolled up (clause 33.10.1);

g) payments for Sunday performances in excess of 5 hours.

**33.5.6** The compensation provided above will not be paid twice for the same time worked, except in respect of clause 33.5.5 (f) and (g).

**33.5.7** Payments for calls in excess of eleven in any week (see clause 33.1.13) will be paid in addition to any public holiday penalties incurred in such weeks (see clause 15).

**33.5.8** Payments for exceeding the call cap will be paid on a pro rata basis for half calls.

**33.5.9** A payment at the following rate per quarter hour will be made to a Chorister under clauses 33.2.1 (attendance prior to sign-on), 33.2.3 (removal of make-up) or 33.1.20 (dance warm-up):

1/01/2016	Rate from start of 1 <sup>st</sup> pay period to begin on or after:		
	1/01/2017	1/01/2018	1/01/2019
15.33	15.89	16.28	16.78

### **33.6 Role covers**

The following aspects relating to the chorus cover payments system set out above take account of the introduction of annualised salaries:

**33.6.1** Choristers cast in a solo role in a chorus opera who attend a chorus rehearsal/performance as soloist will have their annual call count adjusted in line with other chorus members called in that rehearsal/performance (and in cases where those other chorus members receive a penalty payment as per the Hours of Work and Overtime clauses, a Chorister cast in a solo role will receive the same penalty).

**33.6.2** If a Chorister cast in a solo role is released from a chorus call to attend a solo call, his or her cap will be adjusted as if he or she had attended the chorus call and/or he or she will receive any penalty that would have attached to that chorus call.

### **33.7 Workload**

#### **33.7.1 Chorus Scheduling Committee**

- a) The Chorus Scheduling Committee will consist of three chorus representatives, the Planning Manager, and at least one other member of management.
- b) The Committee will meet following the finalisation of the yearly performance schedule and development of draft rehearsal schedule to discuss chorus workload and in particular calls in costume, Sunday performances and three call days. Where possible it will reach consensus on adjustments to the draft schedule.
- c) The purpose of this committee is to monitor the scheduling of stage calls and performances, evening out chorus workloads and ensuring the maintenance of reasonable work and scheduling patterns.
- d) The Committee may meet at other times to consider special circumstances.

**33.7.2** The spirit of clause 33.1.1 will be applied to the casting and scheduling of Choristers undertaking Principal roles and covers in respect of their total workload. Artists concerned about their workload may seek a review of their commitments.

### **33.8 Wardrobe and publicity calls**

**33.8.1** Wardrobe and publicity calls will be made during or as close as possible to rehearsal calls. See also clause 33.3.4 regarding Breaks.



### **33.9 Rosters**

- 33.9.1** Except in the case of a genuine emergency, at least 5 days' notice must be given of any additions to an artists' rehearsal and/or performance scheduled hours, and at least 24 hours' notice of any deletions from an artist's rehearsal and/or performance scheduled hours. An exception applies in the case of Opera on Sydney Harbour, where 4 hours notice is required for rescheduled calls.
- 33.9.2** The roster (for rehearsals and performances) will be posted weekly on the notice board not later than 12.00 noon Thursday for the following Monday to Saturday. Each employee will have made available a copy of the roster.

### **33.10 Sundays**

#### **33.10.1 Payment – weekly-paid employees:**

- a) The salaries provided in clause 32.2 include recompense for the roll up of three Sunday performances per year without additional payment. Choristers will not be required to work before Tuesday 5.30 pm on the week prior and following any such Sunday performances.
- b) One of the Sunday performances may involve one matinee or evening performance. The other two Sunday performances may involve a matinee performance, or an evening performance with the penalty of a Chorus Extra payment.
- c) Work done on Sundays additional to the three per year that have been rolled up, will be paid at the rate of one third (1/3rd) of the weekly wage per session in addition to the employee's wage for the week, plus an additional day's annual leave, except in the case of HOSH performances as per next sub clause.
- d) Sunday evening Opera on Sydney Harbour performances are included in the above roll up provisions. Any additional HOSH Sundays will attract a penalty of one Chorus Extra Payment and one TOIL, and Choristers will not be required to work before Tuesday 5.30 pm on the week prior and following any such Sunday performance. Any exceptions will be subject to consultation and mutual agreement.
- e) The maximum number of calls in the week of the Sunday and the week following will be 19 rather than 21.

#### **33.10.2 Payment – casual employees:**

Work done on Sundays will be paid at double time according to the hours worked, with a minimum payment as for 3 hours.

#### **33.10.3 Scheduling**

Scheduling of Sunday work will be done in accordance with the following principles:

- a) Any of the three rolled up Sunday performances (clause 33.10.1) will be included in a Chorister's annual call cap.
- b) Other Sunday calls will be separate from the annual call count, but will be included in the weekly cap of 11 calls.
- c) where possible the Company will not schedule Tuesday morning calls following a Sunday performance.
- d) If a Chorister takes part in a Sunday performance, a cover rehearsal on the following Monday will only take place by mutual agreement.

## **34 LOSS OF PROFICIENCY**

- 34.1** Where, as an outcome of a Chorus Review under sub-clause 31.6, or otherwise, it is considered by the Company that a Chorister is subject to loss of proficiency, the provisions of this clause will apply, and the procedure set out in the following table will be followed.

- 34.2** Should the Chorister at any time up to the end of the third stage, elect to retire immediately, the Company will pay severance pay of four weeks salary for each completed year of continuous service,

provided that the minimum payment will be twelve weeks, and the maximum seventy-five weeks. The severance payment will not exceed the amount that a Chorister would have earned had they worked to the age at which they would have become eligible for a Government Aged Pension. The maximum of the severance payment will be reviewed in the life of this Agreement in the context of agreed initiatives to provide career transition support and retraining. As a consequence of this review, the maximum rate may be adjusted by agreement between the parties.

- 34.3** Where it is agreed that it is necessary because of the circumstances of an individual case, the timeframes of the second, third or fourth stage may be extended by up to three months. Where such an extension is as a result of the employee's request, the severance payment will be reduced pro rata.
- 34.4** Should a Chorister be unsuccessful in their second review, they may elect to take a six month unpaid sabbatical. The third review will take place before they recommence.
- 34.5** Should a Chorister elect to proceed to the fourth or fifth stage, the Company will give favourable consideration to release through flexible rostering and scheduling for the purpose of professional and independent counselling, financial planning, vocational retraining, or any other reasonable assistance. The Company would bear the cost of such reasonable counselling and financial planning advice.

**CHORUS LOSS OF PROFICIENCY PROCEDURE (minimum 18 month process)**

<b>First Stage</b>	<b>Second Stage</b>	<b>Third Stage</b>	<b>Fourth Stage (optional)</b>	<b>Fifth Stage</b>	<b>Sixth Stage</b>
<b>Annual/Biennial/Interim Review:</b> Written response to review. If necessary, notification of concerns; offer and provision of reasonable assistance. Follow-up review scheduled.	<b>3 month Follow-up Review #1:</b> Employee may nominate a support person to attend. Written response and assessment of previous concerns. If positive, no further action and return to usual review process. Otherwise offer and provision of additional assistance. Follow-up review scheduled.	<b>6 month Follow-up Review #2:</b> Employee may invite nominated support person to attend. Employee may also nominate additions to assessment panel from OA Assistant Chorus Master, Music Director, Assistant Music Director/Head of Music, and Artistic Administrator. Written response to review. If performance proficiency improved, no further action, and no review obligations before a further 12 months or the next scheduled review, whichever is the later. If not improved, employee may choose one of the following options: a) Proceed directly to Fifth Stage; b) Request subsequent and final review (Fourth Stage); c) Receive severance payment as detailed below. d) Six months unpaid sabbatical	<b>9 month Optional final Follow-up Review #3:</b> Final determination of proficiency. At least two of the additionally nominated assessment panel to be present. Employee may also invite nominated support person. Written response to review. If improved, no further action, and no review obligations before a further 12 months or the next scheduled review, whichever is the later. If not improved, move directly to Stage 5. Ho	<b>Transition Phase:</b> No further reviews; Discussion on progression to retirement; Confidentiality; reduced workload if requested by employee; any other special arrangements as appropriate.	<b>18 month (min) Retirement: Cessation of Employment</b>

## **Part 8: Dancers**

### **35 CLASSIFICATIONS AND PROGRESSION**

- 35.1** A **Dancer** is an employee engaged to perform as part of the company of dancers. They are able to:
- demonstrate a sound dance technique;
  - demonstrate appropriate skills and knowledge for learning, rehearsing and performing dance roles as part of the company of dancers;
  - demonstrate an ability to perform in public;
  - demonstrate stagecraft skills;
  - undertake all responsibilities associated with make-up and costume as required;
  - demonstrate musicality as appropriate to performing as a dancer;
  - interpret physically and emotionally the choreographic content of a production.

**Level 1 Dancer** is an employee in their first or second year as a professional dancer, who has the appropriate training or equivalent experience and who is engaged to perform as a dancer having the appropriate skills as set out in this clause.

**Level 2 Dancer** is a dancer in their third or fourth year of professional experience.

**Level 3 Dancer** is a dancer in their fifth or sixth year of professional experience.

**Level 4 Dancer** is a dancer in their seventh or eighth year of professional experience.

**Level 5 Dancer** is a dancer with eight or more years of professional experience.

#### **35.1.1 Progression**

Progression from one level to the next is based on years of experience as a professional dancer, provided that:

- in addition to professional experience or further training, progression from one level to another is on the basis of evident competence on artistic grounds; and
- in assessing experience the following will be taken into account:
  - the previous professional experience of the employee in Australia or overseas with both subsidised and commercial companies and/or any further study or training undertaken since commencing professional work; and
  - the minimum period of employment in the year concerned is 24 weeks on a full time basis or substantially equivalent.

- 35.2** A **Featured Dancer** means a Dancer whose contribution to a performance in a Principal or Solo role, in the ordinary course of events, warrants a curtain call as a principal artist (not as part of the ensemble). Featured Dancers will receive a separate program listing.

### **36 SALARIES**

#### **36.1 Seasonal Salaries (\$ per week)**

The weekly salaries paid to seasonal Dancers are:

<b>Level</b>	<b>Years of experience</b>	<b>1/01/2016</b>	<b>Rate from start of 1<sup>st</sup> pay period to begin on or after:</b>		
			<b>1/01/2017</b>	<b>1/01/2018</b>	<b>1/01/2019</b>
5	8+	1,298.24	1,324.20	1,357.31	1,398.02
4	6-7	1,235.35	1,260.06	1,291.56	1,330.31
3	4-5	1,172.58	1,196.03	1,225.93	1,262.71
2	2-3	1,109.81	1,132.01	1,160.31	1,195.12
1	0-1	1,047.04	1,067.98	1,094.68	1,127.52

### 36.2 Casual Rates

The casual rates paid to casual Dancers, are set out below:

- a) for performances (\$ per performance);
- b) for rehearsals (\$ per hour);

Level	Years of experience	1/01/2016	Rate from start of 1 <sup>st</sup> pay period to begin on or after:		
			1/01/2017	1/01/2018	1/01/2019
For performances:		\$ per performance			
5	8+	266.13	275.87	282.77	291.25
4	6-7	253.28	262.54	269.11	277.18
3	4-5	240.42	249.22	255.45	263.11
2	2-3	227.57	235.89	241.79	249.04
1	0-1	214.71	222.57	228.13	234.98
For rehearsals:		\$ per hour			
5	8+	40.88	48.44	50.64	52.16
4	6-7	40.88	46.87	49.00	50.47
3	4-5	40.88	45.43	47.50	48.92
2	2-3	40.88	43.92	45.92	47.30
1	0-1	40.88	42.38	44.30	45.63

### 36.3 Juvenile rates

Juvenile Dancers are paid the rates set out in the table below, being the following percentages of the relevant adult rate for rehearsals and performances:

- a) 14 - 16 years – 55%;
- b) Under 14 years – 45%.

Age	1/01/2016	Rate from start of 1 <sup>st</sup> pay period to begin on or after:		
		1/01/2017	1/01/2018	1/01/2019
<b>For performances:</b>		<b>\$ per performance</b>		
14 – 16 years	118.07	122.41	125.47	129.24
Under 14 years	96.60	100.16	102.66	105.74
<b>For rehearsals:</b>		<b>\$ per hour</b>		
14 - 16 years	22.43	23.31	23.89	24.61
Under 14 years	18.34	19.07	19.55	20.13

### 36.4 Minimum payments

The minimum payment to a casual Dancer for a rehearsal call is:

- a) 3 hours for a production call;
- b) 4 hours for a dress rehearsal;
- c) 1 hour for a wardrobe call;

### **36.5 Performance Loading**

A loading of 25% of the Level 5 Casual Performance Rate is paid when a Dancer is required to perform as a Featured Dancer or is required to perform choreography for a principal artist as a result of that artist being unable to perform.

## **37 HOURS OF WORK AND SCHEDULING**

### **37.1 Hours of Work**

**37.1.1** The ordinary hours of work will not exceed thirty eight hours in a week and will not exceed eight hours in a day.

**37.1.2** Rehearsal sessions may be held on any of the six days Monday to Saturday inclusive and will not commence before 10.30 a.m. (on stage commencement of dress rehearsals) or 10.00 a.m. when preceded by a half hour barre, and will conclude by 11.00 p.m.

**37.1.3** The ordinary hours during which a performance may be held will be from 11.00 a.m. (on stage commencement of performance) to 10.45 p.m. (on stage conclusion of performance time) on any of the six days Monday to Saturday both inclusive.

**37.1.4** Class or barre will not commence before 9.00 am and will terminate no later than 7.00 pm except where otherwise agreed between dancers and production staff.

### **37.2 Time Credited – Weekly Employees**

The minimum time credited to a weekly employee for each call are as follows:

- a) performance - three and three quarter hours;
- b) performance with barre - four and one quarter hours;
- c) rehearsal - three hours;
- d) class - one and one quarter hours;
- e) barre - thirty minutes;
- f) warm-up - thirty minutes where not part of a rehearsal or performance;
- g) wardrobe call - one hour.

### **37.3 Time Credited – Casual Employees**

**37.3.1** The minimum time paid for casual dancers for dress rehearsals and performances is four hours. Such time is inclusive of 30 minutes dressing/make-up time and fifteen minutes undressing/taking off time.

**37.3.2** An extra quarter of an hour will be allowed for removal of make-up that extends beyond the normal face/neck and hands. This will be counted as time worked but will only be paid as overtime if it extends the performance or rehearsal time beyond four hours.

**37.3.3** Production calls may be up to three hours in length.

**37.3.4** In the case of dance only production calls, calls may be up to four hours in total when comprised of a rehearsal and a class.

#### **37.4 Number of Calls**

- 37.4.1** Up to seven performances may be scheduled per week. Should an additional performance be required it will be counted and paid as an extra performance call at time and a half additional.
- 37.4.2** No rehearsal will be held on a day in which two performances are given.
- 37.4.3** There will not be more than four evening rehearsals in any one week, Monday to Saturday inclusive.
- 37.4.4** Up to nine calls in costume may be scheduled per week.

#### **37.5 Breaks and Travel Time**

- 37.5.1** Wherever possible class and barre will be scheduled adjacent to production and stage calls. Where a break is required for the purposes of setting up a studio, this will be no longer than 30 minutes. Such time will be counted as time worked only for that call, and not as overtime for that call.
- 37.5.2** A fifteen minute break will be provided between class and continuation of rehearsal or between class and travel to another venue.
- 37.5.3** In the case of other rehearsals, including stage rehearsals, a fifteen minute refreshment/rest break will be given at a time agreed between the dancers and stage management provided that this break must be given no later than two hours after the beginning of the rehearsal.
- 37.5.4** A one hour lunch break will be provided between a morning rehearsal and an afternoon rehearsal.
- 37.5.5** A one hour dinner break will be given between the completion of an afternoon rehearsal and the start of the call for an evening performance or evening rehearsal.
- 37.5.6** A break of eleven hours will be allowed between the cessation of work on one day and the commencement of work on the succeeding day.
- 37.5.7** Should the Company require the employee to travel to a locality away from the employee's usual place of employment reasonable time will be allowed for such travel.
- 37.5.8** All artists will be entitled to 30 minutes travel time between two adjacent calls in different venues. This time shall be in addition to a one hour meal break. The 30 minutes will be unpaid time.

#### **37.6 Warm-ups and Classes**

- 37.6.1** Productions involving choreography will be classified into one or another of 3 dance levels:
  - a) *Level 1* – where the required technical skill is not such that a specialised warm up is needed.
  - b) *Level 2* – where the choreography is sophisticated, strenuous or cathartic enough to warrant the dancer being physically warmed and prepared to avoid injury.
  - c) *Level 3* – where the technical proficiency required can only be achieved and maintained with specialised warm up.
- 37.6.2** Pre-rehearsal and Pre-performance warm ups and classes will be provided for each dance level as specified in paragraph 37.6.1. To ensure these arrangements are adequate for the particular production, a formal consultation between management, the Resident Director or equivalent and dancers will take place no later than one week into the rehearsal period of each production involving dancers and following review and assessments of specific choreographic requirements for each production by Resident Director or equivalent.

- 37.6.3** The following arrangements for warm-ups and classes apply to dancers employed either weekly or casually for productions classified at each dance level:

**Weekly employees:**

*Level 1-* No specific warm-up provided.

*Level 2-* Studio space will be provided for half an hour prior to each rehearsal and performance for dancers to undertake compulsory warm-up.

*Level 3-* A compulsory half hour warm-up will be provided before each dance rehearsal, with supervision provided by mutual agreement between the Company and the dancers. A compulsory one and a quarter hour class will be provided before each performance unless alternative warm up arrangements are agreed as preferable between management and the dancers.

Under the arrangements for Levels 2 and 3, any compulsory warm-up or class is counted as part of working time and any non-attendance (without a reasonable explanation) may be subject to loss of pay. The time involved will be counted as ordinary time worked for that call, and not as overtime.

**Casual employees:**

*Level 1-* No specific warm-up provided.

*Level 2-* Studio space will be provided for half an hour prior to each rehearsal and performance for dancers to undertake compulsory warm-up.

*Level 3-* A compulsory half hour warm-up will be provided before each dance rehearsal, with supervision provided by mutual agreement between the Company and the dancers. One and a quarter hour's class will be provided before each performance. This class is not compulsory, but a half hour warm-up is compulsory for dancers concerned if they do not participate in the class.

For any compulsory warm up or class in which a casual dancer participates under the arrangements for Levels 2 and 3, half an hour will be allowed, which will be paid for if the resultant total time for the call exceeds the period specified in clause 37.3.1.

- 37.6.4** The warm ups and classes are adjacent and in addition to dressing/make up time.

- 37.6.5** In the case of Dancers employed on a weekly basis, classes additional to those provided in accordance with paragraph 37.6.3 will, if necessary, be provided to ensure dancers undertake a minimum of three classes each week, for the purpose of skills maintenance. Any non-attendance at class (without a reasonable explanation) may be subject to loss of pay. The minimum time credited to an employee for any such additional class will be one and one quarter hours.

**37.7 Overtime**

- 37.7.1** All time worked in excess of eight hours per day will be paid at the rate of time and one half for the first two hours and double time thereafter.

- 37.7.2** All time worked in excess of 38 hours in any one week will be paid at the rate of time and one half for the first two hours and double time thereafter.

- 37.7.3** Overtime will not be paid twice for the same time worked.

- 37.7.4** Where a call extends beyond the times set out in clauses 37.3.1, 37.3.3 and 37.3.4, it will be paid for at time and a half additional for that portion of rehearsal which exceeds that time in one quarter hour segments.

- 37.7.5** That portion of a performance or dress rehearsal continuing after 10.45 p.m. (on stage) or commencing at or after 10.45 p.m. (on stage) or prior to 11.00 a.m. on any day will be paid for at the



rate of time and a half additional to midnight and double time additional thereafter.

- 37.7.6** Dancers employed casually who work in excess of four hours for performance will, for such additional time, be paid at an hourly rate calculated by dividing by four the appropriate per performance rate set out in clause 36.

**37.8 Covers**

- 37.8.1** Dancers who are required to act as covers will be scheduled to attend all dance-only rehearsals. In cases where rehearsals for two operas are scheduled concurrently, a dancer will not be cast in both operas.
- 37.8.2** A decision will be made in the first week of rehearsal in relation to provisions for covering dancers who are absent as a result of illness and/or injury. Dancers will be informed at this time if they may be required to cover for such dancers.

**37.9 Rosters**

- 37.9.1** A roster for classes, rehearsals and performances will be made available to employees not later than 12 noon Thursday for the following week.
- 37.9.2** A dancer shall be given at least 24 hours' notice of any change in the schedule except in the seven day period prior to an opening night in which case twelve hours will be given.

**37.10 Sundays**

- 37.10.1** Dancers will be paid for work done on Sundays at double time for hours worked with a minimum payment as for three hours.

## **Part 9: Opera Extras**

### **38 CLASSIFICATIONS AND PROGRESSION**

- 38.1 Opera Extra** means a person who takes part in a performance but is not required to sing or speak by themselves, apart from:
- a) a maximum of two lines of dialogue; or
  - b) participation in background speech or noise,
- and they may not mouth a singing part.

An Opera Extra may be individually directed and may be required to move stage effects as part of the production. An Opera Extra may be required to perform simple choreographed movement.

- 38.2 Experienced Opera Extra** is an employee with more than three years' experience as an Opera Extra or equivalent, provided that the employee's engagements over the three year period include participation in at least four productions of the Company, or the equivalent in other areas of the entertainment industry, and that the employee performs the same duties as set out above but at a standard above and beyond that of an Opera Extra.
- 38.3** The Company recognises that it is preferable to engage performers for the positions of Opera Extras who have experience with Opera Australia. Wherever feasible, and in any event in the case of existing productions revived by a director from the original production team or by a current resident director, such performers will be cast prior to open auditions. The Company will also supply information on Extras on the list of experienced (preferred) Opera Extras to a new director.
- 38.4** An Opera Extra who is engaged for their specific skills (eg gymnastics, fighting, etc) will be paid as an Experienced Opera Extra.
- 38.5** Where the Company explicitly requires an Opera Extra to have dance experience, they will be engaged and paid as a Dancer under Part 8.

### **39 SALARIES**

#### **39.1 Seasonal Salaries (\$ per week)**

The weekly salaries paid to seasonal Opera Extras are the equivalent of minimum Dancers weekly rate:

<b>Years of experience</b>	<b>Classification</b>		<b>Rate per week from start of 1<sup>st</sup> pay period to begin on or after:</b>		
			<b>1/01/2016</b>	<b>1/01/2017</b>	<b>1/01/2018</b>
3+	Experienced Opera Extra	887.80	1067.98	1094.68	1127.52
0-2	Opera Extra	807.20	1067.98	1094.68	1127.52

#### **39.2 Casual Rates**

The casual rates paid to casual Opera Extras are set out below:

<b>Years of experience</b>	<b>Classification</b>		<b>Rate from start of 1<sup>st</sup> pay period to begin on or after:</b>			
		<b>1/01/2016</b>	<b>1/01/2017</b>	<b>1/01/2018</b>	<b>1/01/2019</b>	
<b>For performances:</b>		<b>\$ per performance</b>				
3+	Experienced Opera Extra	181.94	188.59	193.31	199.11	
0-2	Opera Extra	165.49	171.55	175.84	181.11	
<b>For performance overtime:</b>		<b>\$ per half hour</b>				
3+	Experienced Opera Extra	22.76	23.59	24.18	24.90	
0-2	Opera Extra	20.70	21.46	21.99	22.65	
<b>For rehearsals:</b>		<b>\$ per hour</b>				
3+	Experienced Opera Extra	36.40	37.73	38.67	39.83	
0-2	Opera Extra	33.10	34.31	35.17	36.22	
<b>For rehearsal overtime:</b>		<b>\$ per half hour</b>				
3+	Experienced Opera Extra	18.19	18.86	19.33	19.91	
0-2	Opera Extra	16.54	17.14	17.57	18.10	

### 39.3 Fight Captain Loading

For performances and rehearsals of fight scenes when no choreographer or fight co-ordinator is present, an Opera Extra or Experienced Opera Extra who is appointed as Fight Captain will be paid a loading of 25% in addition to the Experienced Opera Extra rate as set out in sub-clauses 39.1 or 39.2 (as applicable).

### 39.4 Juvenile rates

Juvenile Opera Extras are paid the rates set out in the table below, being the following percentages of the relevant adult rate for rehearsals and performances:

- a) under 14 years – 45%;
- b) 14 - 16 years – 55%.

<b>Classification</b>	<b>Age</b>	<b>1/01/2016</b>	<b>Rate from start of 1<sup>st</sup> pay period to begin on or after:</b>		
			<b>1/01/2017</b>	<b>1/01/2018</b>	<b>1/01/2019</b>
<b>Performances (\$ per performance)</b>					
Experienced Opera Extra	Under 14 years	81.90	84.87	86.99	89.60
	14 - 16 years	100.11	103.73	106.32	109.51
Opera Extra	Under 14 years	74.48	77.20	79.13	81.50
	14 - 16 years	91.00	94.35	96.71	99.61
<b>Rehearsals (\$ per hour)</b>					
Experienced Opera Extra	Under 14 years	16.38	16.98	17.40	17.93
	14 - 16 years	20.01	20.75	21.27	21.91
Opera Extra	Under 14 years	14.88	15.44	15.83	16.30
	14 - 16 years	18.19	18.87	19.34	19.92

- 39.4.1** When a Juvenile Opera Extra is required by the Company to tour away from their home, they will be paid the minimum adult Chorister's salary plus the touring allowance set out in clause 12.

## **40 HOURS OF WORK**

### **Minimum payments**

- 40.1.1** The ordinary hours of work will not exceed thirty eight hours in a week and will not exceed eight hours in a day.
- 40.1.2** The minimum payment for each rehearsal is for three hours.
- 40.1.3** The minimum time to be credited for each performance is four hours, inclusive of half an hour for making up and dressing and a quarter of an hour for undressing and taking off make-up.
- 40.1.4** For any performance call which exceeds four hours or any rehearsal call which exceeds three hours, a casual employee will be paid at the rate set out at sub-clauses 39.2 or 39.4 per half hour or part thereof in excess of these times.
- 40.1.5** The minimum payment will be made for each call cancelled with less than 48 hours' notice.

### **40.2 Sundays**

- 40.2.1** Opera Extras will be paid for work done on Sundays at double time for hours worked with a minimum payment as for three hours.

## ***Part 10: Music and Language Staff***

### **41 CLASSIFICATIONS AND PROGRESSION**

#### **41.1 Duties of Music Staff**

The duties of Music Staff are to:

- a) coach or rehearse a singer, ensemble or chorus;
- b) accompany coaching or rehearsing that is being undertaken by another member of the Music Staff;
- c) conduct ensemble groups of singers and/or musicians backstage during rehearsal or performance;
- d) prompt or cue singers during performance and rehearsal on their entry in the music and give general directions relating to such work;
- e) take notes during rehearsals or if required during performances and ensure the distribution of any notes taken;
- f) cue or play specific musical effects during rehearsals or performances;
- g) play keyboard instrumental music in the pit, on-stage or backstage;
- h) accompany singers for audition purposes;
- i) play for production rehearsals;
- j) accompany a singer or singers at concerts or other events;
- k) any other work related to these duties.

#### **41.2 Classification scheme for Music Staff**

##### **41.2.1** All members of the Music Staff are required to have the following skills:

- a) Piano skills
- b) Sight-reading skills
- c) Knowledge of vocal technique
- d) Knowledge of operatic languages
- e) Knowledge of operatic repertoire
- f) Coaching skills
- g) Conducting skills
- h) Backstage skills
- i) Communication skills

The specification of the proficiencies for each classification level is designed to provide a clear path for continuing development and refinement of these skills.

##### **41.2.2** In addition to these required skills, members of the Music Staff should have skills in one or more of the following areas of specialisation:

- a) Prompting
- b) Continuo playing
- c) Acting Chorus Master/Children's Chorus
- d) Orchestral solos
- e) Assistant conducting

##### **41.2.3** Music Staff on Level 4 are expected to demonstrate excellence in any of the required skills and the specialisations of prompting and acting chorus master/children's chorus, and this level of expertise is reflected in the salary set out in clause 42, which includes the roll-up of the loadings applicable for those specialisations.

#### **41.3 Music Staff LEVEL 1 Classification**

An employee at Level 1 will be able to demonstrate:

- a) Excellent piano skills;
- b) Good sight-reading;
- c) Basic knowledge of at least one operatic language;
- d) Knowledge of operatic repertoire;
- e) Ability to coach singers on assigned repertoire;
- f) Ability to follow a conductor's beat;
- g) Ability to undertake backstage responsibilities;
- h) Good communication skills.

#### **41.4 Music Staff LEVEL 2 Classification**

An employee at Level 2 will have at least 2 years professional experience and be able to demonstrate:

- a) Excellent piano skills;
- b) Good sight-reading skills;
- c) Knowledge of vocal technique;
- d) Increasing knowledge of operatic repertoire;
- e) Increasing knowledge of operatic languages;
- f) Ability to coach singers on agreed repertoire;
- g) Ability to undertake increased backstage responsibility;
- h) Good communication skills.

#### **41.5 Music Staff LEVEL 3 Classification**

An employee at Level 3 will have at least 4 years professional experience and a demonstrated ability to undertake the skills of Level 2 at a higher proficiency.

#### **41.6 Music Staff LEVEL 4 Classification**

An employee at Level 4 will have at least 6 years' professional experience and be able to demonstrate the following:

- a) Excellent piano skills;
  - b) Excellent sight-reading skills;
  - c) Good knowledge of vocal technique;
  - d) Excellent coaching skills;
  - e) Extensive knowledge of operatic languages;
  - f) Extensive knowledge of operatic repertoire;
  - g) Excellent communication skills;
  - h) Effective prompting skills;
  - i) Ability to act as chorus master or children's chorus master;
- and a willingness to undertake mentoring roles with less experienced members of the Music Staff.

#### **41.7 Duties of Language Staff**

The duties of Language Staff are to:

- a) assist in singers' preparation of the linguistic requirements of roles, with or without a member of Music Staff;
- b) coach an ensemble or chorus in conjunction with a member of music staff, the chorus master or conductor;
- c) take notes during rehearsals or if required during performances and ensure the distribution of any notes taken.

#### **41.8 Language Staff LEVEL 1 Classification**

An employee who can demonstrate the following skills:

- a) Fluency in specialised language;
- b) Knowledge of operatic repertoire;
- c) Diction skills;
- d) Ability to coach singers on assigned repertoire;
- e) Good communication skills

#### **41.9 Language Staff LEVEL 2 Classification**

An employee with more than 1 year's professional experience who demonstrates a development of the skills outlined for Level 1.

#### **41.10 Language Staff LEVEL 3 Classification**

An employee with more than 3 year's professional experience who demonstrates a development of the skills outlined for Level 2.

#### **41.11 Language Staff LEVEL 4 Classification**

An employee with more than 5 year's professional experience who demonstrates:

- a) Fluency in specialised language;
- b) Extensive knowledge of operatic repertoire;
- c) Excellent diction skills;
- d) Advanced ability to coach singers on assigned repertoire;
- e) Excellent communication skills
- f) Knowledge of the poetic and archaic forms of specialised language.

#### **41.12 Progression through levels – Music and Language staff**

**41.12.1** Progression from level 1 through to level 4 is on the basis of a successful review of a staff member's performance in achieving and demonstrating the competency requirements of the next highest level.

**41.12.2** The Company will conduct a review of staff members' competency performance not less than one month before the later of:

- a) the date on which they will have achieved the minimum professional experience to move to their next level; and
- b) the anniversary of their last review.

**41.12.3** Following a successful review, the staff member will progress to the next level on the next anniversary of their engagement by the Company, or the second anniversary of their last move to a higher level, whichever is the later.

**41.12.4** If a staff member's review is unsuccessful, they will be advised of the major concerns that exist about their capacity to meet the standard required for progression to the next level. The individual will be offered training, guidance and assistance to address the problems identified. They will have the opportunity of a further review six months after the date of the unsuccessful review, or at a later time as agreed between the Company and the employee concerned. If the employee wishes, they may nominate an appropriate support person to attend the subsequent review.

## 42 SALARIES

### 42.1 Annualised salaries

Permanent and seasonal staff are paid a salary that includes a roll-up of all consideration for overtime, evening work, work at weekends, work on public holidays and annual leave loading, except for:

- a) accident make-up allowance (clause 11.9);
- b) vehicle allowance (sub-clause 11.5);
- c) late finish allowance (sub-clause 11.6);
- d) relocation allowances (sub-clause 11.7);
- e) special disability allowance – Sydney Opera House (sub-clause 11.3);
- f) SOH parking allowance (sub-clause 11.4);
- g) touring allowances (clause 12);
- h) recording and broadcast payments (clause 13);
- i) penalty rate where a member of the Music Staff works on a Sunday or a public holiday on more than three occasions in a calendar year (paragraphs 15.3.4 and 44.4.2),
- j) doubling allowance (paragraph 43.1.3);
- k) appearance in costume allowance (sub-clause 43.2);
- l) allowances for performing major continuo parts or orchestral keyboard solos (clause 43.1.2);

### 42.2 Permanent and seasonal salaries (\$ per year)

The annualised salary rates for full-time permanent and seasonal staff are:

Level	Classification	Rate per year from start of 1 <sup>st</sup> pay period to begin on or after:			
		1/01/2016	1/01/2017	1/01/2018	1/01/2019
4	Music Staff	89,813	91,610	93,900	96,717
4	Language Staff	86,423	88,151	90,355	93,066
3	Music and Language Staff	81,045	82,665	84,732	87,274
2	Music and Language Staff	75,367	76,874	78,796	81,160
1	Music and Language Staff	69,691	71,085	72,862	75,048

### 42.3 Casual rates (\$ per hour)

Casual staff are paid the rates set out below, based on:

- a) unrolling the 5.77% component in the annualised salaries that recognises the rolling up of overtime, evening, week-end and public holiday work, and the 1.35% component that recognises the rolling up of annual leave loading;
- b) dividing the resultant weekly rates by 30 to obtain an hourly rate, and
- c) adding a 25% loading in recognition of the nature of casual employment.



Level	Classification	Rate per hour from start of 1 <sup>st</sup> pay period to begin on or after:			
		1/01/2016	1/01/2017	1/01/2018	1/01/2019
4	Music Staff	66.01	68.43	70.14	72.24
4	Language Staff	63.58	65.91	67.55	69.58
3	Music and Language Staff	59.64	61.82	63.37	65.27
2	Music and Language Staff	55.47	57.50	58.94	60.71
1	Music and Language Staff	51.30	53.18	54.51	56.15

#### 42.4 Accompanying singers

Where a member of the Music Staff accompanies a singer at a Company concert, recital or other function, and the singer is paid a performance fee for the occasion, the member of the Music Staff will be paid a commensurate fee.

For a fundraising event, where singers are paid, the fee will be commensurate with singers, and will be no less than \$300.00.

For a commercial Sunday afternoon Concert before a paying audience, when the pianist is expected to also compe the performance, the fee will be commensurate with singers, and will not be less than \$1000.00. If the pianist is not required to compe the performance, the fee will be not less than \$500.

For a commercial opera accompaniment, an appropriate fee in addition to the weekly salary will be paid, and this fee will not be less than \$1500.00.

### 43 ALLOWANCES

#### 43.1 Specialisation Allowances

**43.1.1** A member of the Music Staff who is on Levels 1 to 3 will receive a loading of 10% of the Level 4 weekly salary for any week in which they are required to undertake any of the following duties:

- Prompting;
- Performing major Continuo parts
- Acting Chorus Master;
- Children's Chorus Master;
- Performing major orchestral keyboard solos

**43.1.2** A member of the Music Staff who is on Level 4 will receive a loading of 10% of the Level 4 weekly salary for any week in which they are required to undertake any of the following duties:

- Performing major Continuo parts;
- Performing major orchestral keyboard solos.

1. Major Continuo parts attracting the 10% allowance apply to a key board continuo part in any opera by G.F Handel; and a keyboard part in any opera by C. Monteverdi.

2. Major Keyboard Solos attracting the 10% allowance:

- 2.1. *Turn of the Screw* (piano)
- 2.2. *Ariadne auf Naxos* (piano)
- 2.3. *Capriccio* (harpsichord)
- 2.4. *Wozzeck* (stage piano)
- 2.5. *Lulu* (piano)
- 2.6. *Eighth Wonder* (piano)
- 2.7. *Madeline Lee* (piano)
- 2.8. *Death in Venice* (piano)

3. These continuo and keyboard solo parts are the bench-marks for attracting the allowance; the actual list will be reviewed annually for the following year's scheduled productions.

#### 43.1.3 Doubling Allowance

When a member of the Music Staff is required to play more than one instrument in a call, they will receive an allowance of 30% of the Level 4 casual hourly rate, rounded to the nearest 50 cents, per additional instrument per call.

- 43.1.4 Members of Music Staff will be told in advance, during the time of allocation for the following season, which pieces of the season's repertoire will attract any of the allowances set out in this sub-clause.

#### 43.2 Appearance in Costume Allowance

When a member of the Music Staff is required to wear costume and/or make up as part of a performance, an allowance will be paid per call in addition to the normal rate, of:

	Rate per call from start of 1 <sup>st</sup> pay period to begin on or after:		
1/01/2016	1/01/2017	1/01/2018	1/01/2019
\$5.85	5.96	6.11	6.30

#### 43.3 Sunday Travel Allowance

Where a member of staff is required to travel on a Sunday, they will be paid the following allowance in addition to the payment for the Sunday, as follows:

	Rate per Sunday from start of 1 <sup>st</sup> pay period to begin on or after:		
1/01/2016	1/01/2017	1/01/2018	1/01/2019
\$13.88	14.16	14.51	14.95

### 44 HOURS OF WORK AND SCHEDULING

#### 44.1 Ordinary hours

The ordinary hours of work of full-time members Music and Language Staff are nominally 30 per week. However, as per provisions for annualised salaries in clause 42, Music and Language Staff are expected to work such reasonable hours as are necessary to perform their duties, subject to the following considerations.

#### 44.2 Scheduling

- 44.2.1 Staff will be scheduled to work so that their hours of work average 30 per week over a four week period. The Company will advise the dates of the cycles prior to the start of each Performance Year.

- 44.2.2** Every effort will be made to give as much notice as possible of changes to schedules. However flexibility in working arrangements is an inherent part of the role of Music and Language Staff. Except in the case of a genuine emergency, staff will be given at least 48 hours' notice of any additions to their schedule, and at least 24 hours' notice of any deletions from the schedule. If such notice is not given:
- a) for any additional time worked, they will be given equivalent time off within the following week; and
  - b) any scheduled time not worked will not be rescheduled.
- 44.2.3** Staff will not be scheduled to work on more than eight consecutive days (including, for these purposes, travel days as days worked) without a day off. If changes in circumstances require staff to work on more than eight consecutive days, they will be paid a loading equal to one sixth of their weekly salary for the ninth and each subsequent day worked until they have a day off.
- 44.2.4** Appropriate preparation time for Music Staff will be scheduled within the hours specified in 44.2.1.
- 44.2.5** Attendance at staff meetings is part of the role, and will be counted as follows:
- a) meetings of up to 1.5 hours will be counted as half a call;
  - b) meetings over 1.5 hours and up to 3 hours will be counted as a call;
  - c) meetings of 1 hour or less attached to a call will not be counted in the annual cap as payments for meetings of this length were included in the roll up as overtime.
- 44.3 Call Length and Breaks**
- 44.3.1** The minimum time to be credited to an employee for each performance or dress rehearsal session is four hours from the commencement to the conclusion of the performance or dress rehearsal.
- 44.3.2** The minimum time to be credited to an employee for each rehearsal session, excluding solo coaching calls and stage calls, is three hours.
- 44.3.3** Employees will be given a tea or rest break of at least fifteen minutes, in paid time, at the end of each 1 ½ hours' work at a rehearsal. The following exceptions apply:
- a) Dress Rehearsals: the break will be scheduled by agreement between the employees and stage management.
  - b) Production Rehearsals: the break may begin between 1 ½ and 1 ¾ hours into the rehearsal, by mutual consent, for the purpose of running large scenes or an Act. Such consent will not be unreasonable withheld, on condition that the director's intentions for the rehearsal are made explicit as early as possible in the rehearsal.
  - c) Sitzproben: the break may begin between 1 ½ and 1 ¾ hours.
- 44.3.4** It is accepted that note-giving will often be required during rehearsal breaks. Should a member of staff be required to spend more of their break time in note-giving than is reasonable, equivalent Time Off In Lieu will be allocated in the following week's schedule or in the remaining four week period.
- 44.4 Sundays**
- 44.4.1** Ordinary working hours will generally be worked Mondays to Saturdays, exclusive of public holidays, but may involve work on a Sunday and/or a Public Holiday when Opera Australia commitments require it. Studio rehearsals will only be scheduled on Sundays in exceptional circumstances.
- 44.4.2** Where staff are required to work on a Sunday on more than three occasions in any calendar year, they will be paid a loading equal to one third of their weekly salary, in addition to their normal salary, for each occasion worked in excess of three.

#### **44.5 PERFORMANCE DEVELOPMENT AND REVIEW**

- 44.5.1** Music and language staff will participate in the Performance Development Review as per clause 23.
- 44.5.2** In the event that any performance issues are identified, the staff member will be given every opportunity and support to improve their performance. Staff may request the Head of Department to set up a review panel with an additional mutually agreed professionally qualified panel member/s to assist the review process. Staff may also have a support person present at any meeting to review their performance. Where appropriate, the HR Director will assist to establish a review process in line with Company performance review policies and processes.
- 44.5.3** Music staff will have access to health promotion and maintenance programs to maintain their fitness for performance. Music and language staff will also have access to professional and career development support on the same basis that this is available to singers and orchestral players.
- 44.5.4** Where a member of music and language staff is believed to have lost a significant degree of proficiency in the performance of their duties (in relation to 41.2.1), the Associate Music Director will endeavour to accommodate the staff member by changing some of their duties. Where it is believed that remaining in the music and language department is no longer practical, all efforts will be made to redeploy the staff member to another area of the company.

## **Part 11: Other Support Staff**

### **45 SALARIES**

#### **45.1 Children's Supervisors**

Casual children's supervisors are paid the hourly rates set out below:

Classification	1/01/2016	Rate per hour from start of 1 <sup>st</sup> pay period to begin on or after:		
		1/01/2017	1/01/2018	1/01/2019
Children's Supervisor	39.27	40.71	41.73	42.98

#### **45.2 Surtitlers**

Casual surtitlers are paid the hourly rates set out below:

Classification	1/01/2016	Rate per hour from start of 1 <sup>st</sup> pay period to begin on or after:		
		1/01/2017	1/01/2018	1/01/2019
Surtitle operator	30.06	31.16	31.94	32.90
Surtitle supervisor	40.21	41.68	42.72	44.00

#### **45.3 Lightwalkers**

Casual lightwalkers are paid the hourly rates set out below:

Classification	1/01/2016	Rate per hour from start of 1 <sup>st</sup> pay period to begin on or after:		
		1/01/2017	1/01/2018	1/01/2019
Lightwalker	22.13	22.94	23.51	24.22

### **46 HOURS OF WORK**

#### **46.1 Minimum payments**

- 46.1.1** The minimum payment for a call for a Children's Supervisor or Lightwalker is three hours.
- 46.1.2** The minimum payment for a call for a Surtitler is 3.5 hours. Additional time worked beyond 3.5 hours will be paid for at time and a half, in ¼ hour increments.
- 46.1.3** The minimum payment will be made for each call cancelled with less than 48 hours' notice.

## **Part 12: Touring Staff**

### **47 SCHOOLS TOURS**

#### **47.1 General**

These provisions apply to the Schools Company and any other production touring to schools.

The revised Company Manager loading provision, and amended working hours arrangements will apply from the date of registration of this Agreement.

#### **47.2 Salaries**

**47.2.1** The rates of pay applying to Schools Tours, inclusive of annual leave loading, are:

Classification	1/01/2016	Rate from start of 1 <sup>st</sup> pay period to begin on or after:		
		1/01/2017	1/01/2018	1/01/2019
Performer Level 1 (weekly)	1,162.62	1,185.87	1,215.52	1,251.98
Performer Level 2 (weekly)	1,221.32	1,245.74	1,276.89	1,315.19
Performer Level 3 (weekly)	1,282.39	1,308.03	1,340.73	1,380.96
Company Manager Level 2 (weekly)	1,356.76	1,383.90	1,418.49	1,461.05
Company Manager Level 3 (weekly)	1,417.83	1,446.18	1,482.34	1,526.81
Driving Loading (daily)	12.98	13.24	13.57	13.98

**47.2.2** Schools Tour performers will be classified at the beginning of each year, for the whole of that year. Performers who have worked for more than 26 weeks in previous Touring and Outreach Schools Tours will be classified at Level 2. Performers who have worked for 4 years or more will be classified at level 3 at the commencement of their fifth year.

**47.2.3** The Company Manager will be a Performer paid at a higher rate for the additional duties involved. The Company Manager level 1 applies to a Performer with 1 to 2 years' touring experience, paid as a loading of \$120 per week. The Company Manager Level 2 applies to a Performer with 3 to 4 years of touring experience. The Senior Company Manager Level 3 applies to a Performer with 5 or more years of touring experience.

**47.2.4** A Driving Loading will be paid to each eligible driver for each day on which they perform.

**47.2.5** The preparation fees specified in clause 29.3 do not apply to contracts for Touring activities.

**47.2.6** The salary rates include a buy out for all rights in respect of any recording included in the "teachers' kit" associated with each Schools Tour. Such recordings are not commercial recordings.

#### **47.3 Hours of work**

**47.3.1** The ordinary hours of work will not exceed:

- a) 36 in any one week, other than the three (3) rehearsal weeks before the first commencement of the tour, when the hours of work may not exceed 40 (provided the average hours worked in the tour do not exceed 36 hours per week); and
- b) 9 in any one day;

**47.3.2** The ordinary hours of work will be from Monday to Friday, provided that rehearsals may be held on a Saturday, and that a limited number of Saturday performances may be held, as per clause 47.7.

**47.3.3** The ordinary hours of work will be between 7.30 am and 6.30 pm, provided that:

- a) travel may commence at 7.00 am on up to 4 occasions in a tour;
- b) rehearsals may take place until 9.30 pm;
- c) performances may extend to 9.30 pm on a limited number of occasions, as per clause 47.6.

**47.3.4** Rehearsals will, in general, be held between the hours of 9.00 am and 9.30 pm, provided a minimum 11 hours break before work activity the next day.

**47.3.5** The first performance on any day will not be scheduled before 9.15 am.

#### **47.4 Work activity**

The work activity of school tour performers will comprise rehearsal, performance and related activity. The following activities will also be credited as time worked:

- a) travel from a designated pick-up point or the Melbourne or Sydney Opera Centre to the first school of the day, travel between schools on the same day, and from the last school of the day to a designated drop off point or the Melbourne or Sydney Opera Centre;
- b) time involved with the bump in, bump out or repair and maintenance of sets, properties and costumes, including time taken to transport such for repair and maintenance;
- c) time for dressing, undressing, making-up or taking off of make-up
- d) time involved in any post performance discussion with students.
- e) transport of any vehicle for repairs and maintenance;
- f) any other activity directed by the Company concerned with the maintenance and well-being of the production or any of its physical elements.

#### **47.5 Number and duration of performances**

- a) The number of performances constituting a week's work will not exceed 12, except by mutual agreement between the Company and the artists concerned.
- b) Any performances in excess of 12 will be paid for at the rate of one tenth of the weekly rate.
- c) Performances will be a maximum of one hours' duration.
- d) Not more than 3 consecutive 3-show days will be scheduled.

#### **47.6 Evening performances**

- a) On up to six (6) occasions in a year, a performance may start after 4.00 and end by 9.30 pm.
- b) An evening performance may occur by agreement in other circumstances and such agreement may include that no penalty payments apply.

#### **47.7 Saturdays**

- a) Up to six (6) Saturday performances may be scheduled as part of the working week at ordinary hours of work in any performance year (47.3.2).
- b) Where additional Saturday performances are scheduled, one day off in lieu will be designated for each employee involved, and will be scheduled in either the week preceding or the week subsequent to the Saturday worked.

- c) If the day off in lieu cannot be scheduled in either of those two weeks, an alternative day will be scheduled at a mutually-agreed date.
- d) In the event that a performer is required to work on such a designated day off, they will be paid one extra day's pay. A part time performer would be paid on a pro rata basis.

#### **47.8 Sundays**

- d) Up to four (4) Sunday performances may be scheduled in any performance year.
- e) Where such Sunday performances are scheduled, two days off in lieu will be designated, with one of the two days scheduled on either the preceding Friday or the following Monday.

#### **47.9 Work During School Holidays**

During the period of the school holidays not covered by annual leave the artist will receive their normal weekly salary, unless alternative arrangements have been agreed to by both parties.

The artist may be required to attend for performances or rehearsals in such time, including for Touring and Outreach activities other than Schools Tours. In this event, the Company will endeavour to provide not less than six weeks' notice prior to the commencement of the school holiday period of the days on which work will occur and the nature of the work involved, and in any event no further changes will be made at less than two weeks notice.

#### **47.10 Overtime**

Working time (inclusive of travel) in excess of 9 ordinary hours per day will be paid at the rate of time and one half for the first two hours and double time thereafter.

Working time in excess of 36 ordinary hours per week will be paid at the rate of time and one half for the first two hours and double time thereafter. This provision will be subject to monitoring and review to ensure weekly overtime penalties do not unduly impact on the financial viability of Schools Tours.

Overtime will not be scheduled, except under circumstances set down in clauses 47.6 and 47.7

#### **47.11 Breaks and preparation time**

- a) During rehearsals, a lunch break of one hour will be provided, not counted as working time.
- b) During rehearsals, a rest break of fifteen minutes will be provided at a time mutually agreed, provided the break must occur no later than two hours after the beginning of the rehearsal.
- c) During performance periods, there will be a break of at least 40 minutes for lunch. This break will be clear of other work activity.
- d) A penalty of double time, calculated in 15 minute increments, will apply to any curtailment of the meal break.
- e) There will be a minimum break of 15 minutes between the conclusion of one performance and the commencement of another performance in the same school. The performance includes any post performance discussion with students.
- f) A minimum of 60 minutes will be allowed to an employee on arrival at the first school of the day for preparatory duties such as, but not limited to, bump in of the set, warm up and dressing and make-up incidental to the performance. A minimum of 40 minutes will apply to a subsequent performance in another school.
- g) A minimum of 30 minutes will be allowed after such performance for undressing, removal of make-up and bump out of the set. Such time will be credited as time worked.



#### 47.12 Change of Venues

- a) An employee will not on any one day be required to make more than one move from one school to another.
- b) The Company will avoid doing three shows in a day in more than one venue, unless the second venue is within the one school or close by. No more than 2 instances of a 3-show/2-venue day will be scheduled except by mutual consent.
- c) Adequate time will be scheduled for safe travel between venues and appropriate meal breaks.

#### 47.13 Travelling

**47.13.1** Where an employee is required by the Company to travel by means other than a Company vehicle, the employee will be provided with a taxi voucher or, if using their own transport, be reimbursed at the rate provided in sub-clause 11.5.

**47.13.2** Meals and Incidentals (M&I) Allowances based on the weekly rates provided in clauses 12.3 and 12.4 will be paid. Nightly rates, calculated by dividing those weekly rates by 6, will be paid for each night on tour, regardless of the length of the tour, ie:

	Rate per night from start of 1st pay period to begin on or after:		
	1/07/2017	1/07/2018	1/07/2019
Meals	46.26	TBA	TBA
Incidentals	12.63	TBA	TBA
Meals and incidentals	58.89	TBA	TBA

**47.13.3** Accommodation Allowances will be paid in accordance with clause 12.2. Notwithstanding the provisions of clause 12.2.1, where an employee is required to work away from their place of residence for a period of one week or less in a country area, the Company will provide suitable accommodation, or the employee may elect to take a cash allowance of the amount provided in clause 12.2.3. If an employee is not able to find their own suitable accommodation for up to this amount, the Company may agree to reimburse the employee up to the amount provided in clause 12.2.1.

#### 47.14 Work health and safety

Employees will not be required to share any item of clothing which comes into contact with bare skin, including footwear, headwear, masks and gloves.

The Company Manager will complete a report on any incident, and submit it promptly to management.

The Company will ensure that the vehicles provided for transport of employees and the production's physical elements will be maintained in a roadworthy condition and that membership of an appropriate road service organisation will be maintained.

Recognising the physically demanding nature of performance work, and consistent with Company injury prevention and management policy, performers will have access to physio/remedial massage, where required for injury prevention (generally limited to 3 sessions per tour), provided this is applied for and approved by the Company Manager and HR, in advance.

#### **47.15 Personal leave**

The provisions of clause 17 apply on a pro-rata basis.

#### **47.16 Annual leave**

Employees are entitled to annual leave accrued pro-rata on the basis of four weeks for each year of service. Each employee will be given such leave at a time fixed by the Company during the normal school holiday period as specified by the Victorian or New South Wales School Calendar, whichever is relevant to the State in which the employee is working. The dates and period of such leave will be advised by the Company in the artists' contract.

Annual leave will be paid at the contracted weekly rate, which incorporates a loading of 17.5%.

#### **47.17 Professional Development**

Employees will have access to music coaching provided by Opera Australia music staff. This coaching is available on request, with the timing of sessions subject to music staff workload/schedule considerations, and will generally be limited to 3 sessions per employee. Where practicable, the company will schedule a 1 hr music call with the Music Director prior to production rehearsals. Additional sessions will be arranged where required, and/or feasible.

#### **47.18 Consultation**

The Company agrees to maintain an open consultative process with employees through the Company Manager concerning the rostering and scheduling of performances. The consultative process will provide for participation by employees engaged for Schools Tours in decision making on matters affecting the working environment.

#### **47.19 Time Sheets**

The Company Manager is responsible for recording all work hours including overtime for Payroll purposes.

#### **47.20 Work done prior to engagement**

If any work is done by an employee for the Company prior to the time of engagement, such work will be paid per day at the rate of one-fifth of the weekly wage plus 20%.

### **48 REGIONAL TOURS**

#### **48.1 General**

The Company envisages the continuation of Regional Tours. The spirit of the Tour is that the conditions for the touring company are fair and allow sufficient flexibility to make the Tour workable.

The Company is committed to having the itinerary and schedule established before the Tour starts. The itinerary of a Regional Tour may be changed to meet unforeseen circumstances provided that the usual touring call caps and practices are observed.

#### **48.2 Salaries and allowances**

##### **48.2.1** The rates of pay applying to Regional Tours, inclusive of annual leave loading, are:

Classification	1/1/2016	Rate from start of 1 <sup>st</sup> pay period to begin on or after:		
		1/01/2017	1/01/2018	1/01/2019
Principal Level A	1264.73	1,290.02	1,322.28	1,361.94
Principal Level 1	1397.49	1,425.44	1,461.08	1,504.91
Principal Level 2	1490.64	1,520.46	1,558.47	1,605.22
Principal Level 3	1583.79	1,615.46	1,655.85	1,705.52
Principal Level 4	1676.94	1,710.48	1,753.24	1,805.84

**48.2.2** The rates for Principal artists are annualised salaries that include a roll-up of all consideration for:

- overtime,
- penalty calls for working over 10 calls per week and 3 calls per day,
- public holiday payments (other than for Christmas Day, Boxing Day, Good Friday, Easter Saturday and New Year's Day),
- less than an 11 hour break between the work on two consecutive days,
- evening work,
- work at week ends, including Sundays
- annual leave loading,
- the spread of hours involved in a Regional Tour.

**48.2.3** Allowances:

- Off-stage conducting allowance: An allowance equal to 2% of the weekly rate for a Principal level 3, rounded to the nearest dollar, will be paid for each week in which an artist is required to undertake any off-stage conducting.
- Education Workshop Allowance: An allowance as provided below will be paid to any employee for each occasion on which he or she is required to run an Education Workshop while on tour.

1/01/2016	Rate per night/week from start of 1 <sup>st</sup> pay period to begin on or after:		
	1/01/2017	1/01/2018	1/01/2019
33.58	34.25	35.11	36.16

**48.2.4** The preparation fees specified in sub-clause 29.3 do not apply to contracts for Touring and Outreach activities.

### **48.3 Travelling**

**48.3.1** Meals and Incidentals Allowances

- During the rehearsal period, while the company is resident for several weeks in the one city, the provisions of clauses 12.3 and 12.4 will apply.
- Whilst on tour, meals and incidentals allowances based on the weekly rates provided in clauses 12.3 and 12.4 will be paid. Nightly rates, calculated by dividing those weekly rates by 6, will be paid for each night on tour, regardless of the length of the tour, as per clause 47.13.2.

**48.3.2** The time of a travel call will designated as five hours, regardless of the actual time spent traveling.

## **Part 13: Appendices**

### **Appendix A**

#### **JOB SHARE ARRANGEMENTS**

Job share is one of a number of options for flexible work. In the context of this agreement it applies to Chorus.

The arrangements for job sharing permanent positions, by two or more employees each working on a part-time basis, are as follows:

#### **1 General principles**

- 1.1** A permanent or seasonal position may be filled on a job share basis subject to the individual arrangements being agreed between the Company and each of the persons involved. Examples of job sharing include: two members of the same voice type from the full-time chorus; or one member of the full-time chorus and one or more casual choristers.
- 1.2** Job share arrangements should be cost-neutral to Opera Australia. Each application will be considered on its merits, subject to operational considerations and the maintenance of artistic standards.
- 1.3** It is envisaged that job sharing will be organised so that each employee involved works part of each fortnight (except when the company is touring), rather than in alternating blocks of time at a full-time work and of leave without pay.
- 1.4** Job share arrangements will generally only be agreed by the Company for one year at a time, preferably starting from the beginning of the performance year at the start of the Sydney Summer Season rehearsals. In special circumstances, seasonal job sharing arrangements may be agreed.
- 1.5** The renewal of a job share arrangement, at the conclusion of an agreed period, will be subject to a review and explicit agreement by the Company and each of the individuals involved.
- 1.6** Ongoing job share arrangements for an individual may be agreed on medical grounds.

#### **2 Pro rata entitlements**

- 2.1** Each person job sharing will be employed for an agreed percentage of a full-time position – e.g. 50%.
- 2.2** The provisions of this Agreement will then apply on the basis of this percentage, pro rata to full-time entitlements, including:
  - a) Rates of pay for ordinary hours;
  - b) Call caps;
  - c) Annual leave;
  - d) Personal leave;
  - e) Long service leave;
  - f) Chorus leave days;
  - g) Special Disability Allowance (where applicable);
  - h) "N/As".
- 2.3** When a job share percentage is 80% or more, Professional Development Allowance (clause 11.10) will be available in full. Where the percentage is less than 80% the entitlement will be pro rata as for

the allowances listed in clause 2.2.

- 2.4** The full amount of any sick leave previously accrued as a full-time employee will be available for use by an employee who is job sharing, if all of the current year's entitlement has been used. The provisions of clause 17.1.7 apply except that deductions under 17.1.7(b) will be calculated on a pro rata basis.

**3 Full rate entitlements**

- 3.1** Payments will be made at the full rate for:

- a) Sunday work;
- b) Calls over the cap;
- c) More than 9 calls in costume in a week;
- d) Participation in simulcasts and broadcasts;
- e) Role and cover payments.

- 3.2** Only one job sharing person will be toured with the Company in any one season. The person touring will receive travel days and tour allowances at the full rate.

## Appendix B

### RECORDING AND BROADCAST ARRANGEMENTS

#### 1 General

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

#### 2 Overall Objectives

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

#### 3. Archive and Reference Use

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

#### **4. Publicity and Promotional Use**

- 4.1** The Company may record interviews, rehearsals and backstage activities for publicity and promotional purposes. Such material, as well as up to 5 minutes of any recorded footage of a performance, may be used to advertise or promote a production, season, the Company, the opera artform and/or the artists involved, without payment of any additional fee or royalty.
- 4.2** Where material is recorded specifically for publicity and/or promotional purposes, any use for other purposes requires the prior written agreement of those involved. Such consent will not be unreasonably withheld.
- 4.3** Should the Company receive any fee for the use of such material, it is deemed to have been used for commercial purposes, and the provisions set out in sub-clause 6 apply.

#### **5 Documentary Use**

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

#### **6 Commercial Use**

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

## Distribution of Royalties

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

**Group 1:** The creative team; conductor and any assistant conductor; guest artists (engaged on a per performance fee basis or on a weekly salary above the highest Principal Singer provided in Part VI); music and language staff; chorus master and assistant chorus master.

**Group 2:** The chorus (both permanent and casual) and principal artists on a weekly salary up to highest Principal Singer level provided in Part VI.

**Group 3:** The orchestra (both permanent and casual).

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

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

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

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

*Notes:*

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

- 6.7 **Group 2** members receive equal shares of the royalty pool allocated to that group for each particular recording.
- 6.8 **Group 3** members receive equal shares of the royalty pool allocated to that group for each particular recording, provided that the Leader of the Orchestra for the particular recording receives double the share of the other Players.

## Payment of Advances

- 6.9 Twelve months following the first exploitation of a recording for a DVD/Video, CD or telecast, an advance on royalties will be paid, consisting of:
- a) For each member of Group 1: the greater of \$384.24 or 30% of the artist's individual royalty base,
  - b) For each member of Group 2: \$384.24,
  - c) For each member of Group 3: \$384.24 for musicians generally, and \$768.47 for the concertmaster or other leader of the Orchestra; in each case, less any royalties already paid.



The dollar amount of these advances applies to recordings made in calendar year 2017. They will be indexed annually on the basis of the previous calendar year's Consumer Price Index for Sydney. The twelve month deferral of advances is limited to 4 productions per year.

- 6.10 No advance on royalties is payable on a free-to-air radio broadcast in Australia of a recording, but the fee (if any) received by Opera Australia for such broadcast will be designated as forming part of the net income received by the Company, and hence the royalty pool which is distributed to the artists and staff directly involved in the recording or broadcast.
- 6.11 No advance on royalties is payable on exploitation of operas by Australian composers.
- 6.12 If a compilation product is released consisting of extracts from one or more recordings, royalties will be paid pro rata according to the relative length of the extract(s) from each recording.

#### **Payment of Royalties**

- 6.13 Royalties are paid to the recipients once in each six month period, distributing the income received by the Company in the preceding January-June or July-December period (as applicable).
- 6.14 Where the amount payable to a participant in any six months' period is less than \$20.00, such amount will be carried forward to the next period.
- 6.15 Each payment will be accompanied by a statement to the artist detailing the payment being made.

#### **Other Considerations**

- 6.16 Should the Company agree to any payment or special conditions (additional to those set out in this document) to any artist on the grounds that his or her involvement will significantly impact on the commercial viability of any recording, broadcast and subsequent exploitation, such extra payment will not reduce the royalty pool being distributed as royalties to the other participants.
- 6.17 Any such payments in the form of royalty advances would be in lieu of any advance payable (6.9), and would be payable on first exploitation of the title (other than as excepted for a free-to-air radio broadcast in Australia (6.10) and for an Australian opera (6.11)).
- 6.18 The "net income received by the Company", from which royalty shares are paid, is the net amount received after recoupment of the direct costs of making, packaging and selling the recording, broadcast or other exploitation. Such direct costs include any buy-out payments made to ancillary participants in the recording (see clauses 6.17, 6.18 and 6.20).
- 6.19 In calculating the net income referred to above, a fair net commercial value to the Company of any agreed sponsorship arrangements attributable to exploitation of the recording or broadcast will be taken into consideration. Where such arrangements are entered into they will be disclosed, on a confidential basis, to the authorised representative(s) of the artists involved.
- 6.20 Each participant in the distribution of royalties from new DVD or CD titles receives one copy of the first retail release DVD or CD, in addition to his or her royalty share. (Not relevant to creative teams for CDs.) Arrangements will be made for participants to be able to buy additional copies of the first release DVD or CD at the wholesale price.

#### **Payment for ancillary participants**

- 6.21 Those artists and staff who participate in the making of an audio-visual recording or broadcast in an ancillary way are paid a total buy-out of all rights of \$124.95. The dollar amount of this buy out applies to recordings made in calendar year 2017. It will be indexed annually on the basis of the previous

calendar year's Consumer Price Index for Sydney. Specifically those involved are, when actually working on the performance or rehearsal being recorded or broadcast:

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

**6.22** Dancers and Opera Extras who participate in the making of an audio-visual recording or broadcast are paid a total buy-out of all rights of \$167.05 for dancers and \$144.77 for extras. The dollar amount of this buy out applies to recordings made in calendar year 2017. It will be indexed annually on the basis of the previous calendar year's Consumer Price Index for Sydney.

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

- a) Audio technicians;
- b) Juveniles (chorus and principals).

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

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

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

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

## **7 Relay to large screens away from the performance venue**

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

## **8 Credits**

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

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

## **9 Notice**

- 9.1** The Company will give all artists and staff involved as much advance notice as practical of any recording that is to be made. In the case of recordings for commercial or documentary use, such notice will be at least 14 days in advance, other than in exceptional circumstances. The notices to Principal Artists involved will also be emailed to the relevant Agents.
- 9.2** The notice will include the date and time of the recording, together with as much additional relevant information (including the intended purpose(s) of the recording) as is known at that time.

## **10 Audit**

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

## **11 Review of Arrangements**

It is agreed to review the effectiveness of these arrangements in the life of this Agreement, as and when required.

## Appendix C

### REDUNDANCY

#### 1. Severance pay

- 1.1. A permanent employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

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

- 1.2. The severance payments will not exceed the amount that the employee would have earned if employment had proceeded to the date that they would have become eligible for a government Aged Pension.

#### 2. Leave during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice set out in Clause 10. In this circumstance, the employee will be entitled to receive the severance payment they would have received had they remained with the Company until the expiry of notice, but will not be entitled to payment in lieu of notice.

#### 3. Job search entitlement

During the period of notice of termination under with Clause 10, an employee will be allowed up to one day time off without loss of pay during each week of notice for the purpose of seeking other employment. The employee may be required to produce proof of attendance at an interview to receive payment for the time absent.

#### 4. Transmission of business

- 4.1. These redundancy provisions are not applicable where a business is transmitted from the Company to another employer, in any of the following circumstances:
- 4.2. Where the employee accepts employment with the proposed employer entity that recognises the period of continuous service with Opera Australia; or
- 4.2.1. Where the employee rejects an offer of employment with the proposed employer entity:
- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than those applicable to the employee at the time of ceasing employment with Opera Australia; and
  - which recognises the period of continuous service with Opera Australia.

#### 5. Employees exempted

This Appendix does not apply to:

- Staff terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- employees engaged for a specific period of time for a specific task or tasks;
- casual employees.

## Appendix D

### Indexation of allowances chart

Clause	Allowance	Type of Allowance	Increase effective
<b>Part 3: GENERAL ARRANGEMENTS AND ALLOWANCES</b>			From first pay after:
11.2	First aid	Work Related	1 January
11.3	Special disability	Does not increase – grand fathered rate for staff employed prior to 1 November 2008. Allowance to be phased out.	N/A
11.5	Vehicle	Industry	1 July
11.6	Late Finish	Work Related	1 January
11.7	Relocation	Expense Related	1 January
11.10	Professional development	Work Related	1 January
11.11	Nudity	Work Related	1 January
11.12	Meals (between performances)	Industry	1 July
11.13	Clothing	Work Related	1 January
11.14	Dance Captain	Work Related	1 January
<b>TRAVEL</b>			
12.1.2	Air fare	Work Related	1 January
12.1.4	Travel to or from airport	Industry	1 July
12.2.1	Accommodation	Industry	1 July
12.2.3 & 12.2.4	Accom. cash allowance	Industry	1 July
12.3	Meals	Industry	1 July
12.3.2	Pantry	Work related	1 January
12.4	Incidentals	Industry	1 July
12.8.1	Travel on one day	Work related	1 January
13.6.9	R&B Advance on Royalties	Recording and broadcasting	1 January
13.6.21 & 13.6.22	R&B Buy out payment	Recording and broadcasting	1 January

<b>PART 4: OTHER MATTERS</b>			
27.3.1	Wardrobe	Work Related	1 January
27.3.2	Hair set	Work Related	1 January
<b>PART 6: PRINCIPAL SINGERS</b>			
29.5.3	Per performance - touring	Work Related	1 January
<b>PART 7: CHORUS</b>			
32.5.1	Role and covers	Work Related	1 January
33.5.3	Chorus extra payment	Work Related	1 January
33.5.9	Extra payment	Work Related	1 January
<b>PART 10: MUSIC AND LANGUAGE STAFF</b>			
43.2	Appearance in costume	Work Related	1 January
43.3	Sunday travel	Work Related	1 January
<b>PART 14: TOURING AND OUTREACH</b>			
47.13.2	Meals and incidentals	Industry	1 July
48.3.1	Meals and incidentals – regional tours	Industry	1 July

## BASIS FOR CALCULATION

Allowance	Type of Allowance	Increase effective
Work related	Increases each year at the same time and by the same amount as salaries.	January From first pay in January
Industry	Increases each year in line with the industry travelling allowances.	July From first pay in July In line with changes to Live Performance Award.
Expense related - relocation	Increases each year in line with CPI movements for the previous year to the end of the September quarter.  <i>Based on:</i> Table 2, All Groups, Percentage changes, average of Sydney and Melbourne. Take the average of these two groups to calculate.	January From first pay in January
Expense related - meals	Increases each year in line with CPI movements for the previous year to the end of the September quarter.  <i>Based on:</i> Table 7 Group, sub-group and expenditure class, weighted average of eight capital cities – i) Total food group; ii) Food (meals out and takeaway foods – takeaway and fast foods) Take the average of these two groups to calculate.	January From first pay in January
Recording and broadcasting R&B	Increases each year in line with CPI movements for the previous calendar year	January From first pay in January

EXECUTION OF AGREEMENT

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

PAUL MURPHY (Full name)

CHIEF EXECUTIVE MEAA (Title)

245 CHAMBERS ST (Address)

REDFERN 2016

Witness 

Dated 24 April 2018



Signed for and on behalf of Opera Australia

JOHN KEITH HORN (Full name)

CHIEF OPERATING OFFICER (Title)

480 ELIZABETH STREET (Address)

SURRY HILLS NSW 2010

Witness 

Dated 24 April 2018







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## Schedule 2.2—Model flexibility term

(regulation 2.08)

### Model flexibility term

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

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

## IN THE FAIR WORK COMMISSION

**FWC Matter No.:**

AG2018/1644

**Applicant:**

Opera Australia

Section 185 – Application for approval of a single enterprise agreement

### Undertaking- Section 190

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

1. I have the authority given to me by Opera Australia to provide this undertaking in relation to the application before the Fair Work Commission.
2. Definition of immediate family – Clause 17.1.2 of the agreement will be subject to the definition at s12 of the Act.
3. Notice of Termination during probationary period - Clause 31.8.2 of the agreement will be subject to the National Employment Standards.
4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



**Signature**

8 August 2018

**Date**