



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Opera Australia
(AG2017/5605)

OPERA AUSTRALIA NON REPERTORY PRODUCTION STAFF AGREEMENT 2017-2019

Live performance industry

COMMISSIONER MCKINNON

MELBOURNE, 13 APRIL 2018

Application for approval of the Opera Australia Non Repertory Production Staff Enterprise Agreement 2016-2019.

[1] An application has been made for approval of an enterprise agreement known as the *Opera Australia Non Repertory Production Staff 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 Applicant 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, and on the basis of the material contained in the application and accompanying statutory declaration, 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] The Media, Entertainment and Arts Alliance (MEAA) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[5] The Agreement was approved on 13 April 2018 and, in accordance with s.54, will operate from 20 April 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.:
AG2017/5605

Applicant:

Opera Australia

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Rory Jeffes, Chief Executive Officer, for Opera Australia give the following undertakings with respect to the Opera Australia Non Repertory Production Staff 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. Employees under the Agreement with 5 years of continuous service will be entitled to 4 weeks of notice, and the notice period will be increased by 1 week if the employee is over 45 years old and has completed 2 years of continuous service (Ref. Clause 16).
3. This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

13 April 2018

Date

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

OPERA AUSTRALIA

NON REPERTORY PRODUCTION STAFF AGREEMENT 2017 - 2019

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Part 1 – Application and Operation

1. Title

This Agreement shall be known as the Opera Australia Non Repertory Production Staff Agreement 2017-2019

2. Date and Period of Operation

2.1 This Agreement shall commence seven days after it is approved by the Fair Work Commission and shall remain in force until replaced by a new Agreement negotiated between the Parties or otherwise as determined under the Act.

2.2 The nominal expiry date of this Agreement shall be 31st December 2019.

2.3 Opera Australia and the Media, Entertainment & Arts Alliance take joint responsibility to negotiate for a successive Agreement and will agree on a timeline for negotiations no later than three months before the nominal expiry date.

3. Definitions and Interpretation

Act means the Fair Work Act 2009 (Cth)

MEAA means the Media, Entertainment & Arts Alliance (MEAA).

Archival and/or reference recording means a recording of a performance or rehearsal for the purpose of historical record or reference. An archival recording is: a historical record for the employer for use by the employer, students or historians; an archival reference for rights holders, principal cast and production (creative team with appropriate waivers executed by the employer); a performance reference for a performer where more than one performer is cast to perform the same role; a tool to on-sell the performance; for planning and research; a guide to recreate the production when it is restaged or revised; for a choreographer, director or musical director to remount future productions. Reference recordings must only be used as a reference to enable training and teaching in the revival of productions. Such recordings must remain under the control of the owner and must not be used for any other purposes.

call means a call or direction by the employer to the employee to attend for work at a particular time or for the purposes of photography, wardrobe or other legitimate reasons

casual loading means the loading paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.

Company means Opera Australia

double time means in the case of a weekly employee twice the ordinary hourly rate which is obtained by dividing the applicable rate per week by 38 hours, and in the case of an employee engaged by the hour twice the hourly casual rate.

employee means a person employed by the Company under this Agreement

employer means Opera Australia

engaged by the week means being engaged for at least a week of employment

front of house employee means a person whose work includes serving refreshments to patrons as well as other duties concerning the operation of the foyer bars, ushering and selling programs and who would otherwise be covered by the award.

FWC means the Fair Work Commission

full pay annual leave means the average rate the employee received for the four weeks preceding the taking of annual leave or the average rate received for the twelve months preceding such leave, whichever will be the higher. Provided that such average will be computed by taking into consideration any extra rates prescribed for night work, etc., and penalty rates for Sunday work where such work is part of the employee's normal working week of five days but excluding any amounts received by way of overtime or holiday penalty rates.

live performance industry means producing, including pre-production and post-production, staging, lighting, audio and audio/visual, presenting, performing, administration, programming, workshops, set and prop manufacture, or otherwise undertaking live theatrical, performance art, operatic, orchestral, dance, erotic, variety, revue, comedy, multi-media, choral, or musical performances, productions, presentations, workshops, rehearsals or concerts, including the provision, sale, service or preparation of food or drink and also including selling tickets by any means, for or in or in connection with any such performances, productions, presentations, workshops, rehearsals or concerts, and including the operation of venues or other facilities, whether permanent or temporary, utilised for such performances, productions, presentations, workshops, rehearsals or concerts are performed or presented in the presence of an audience, or are recorded by any means

NES means the National Employment Standards as contained in the *Fair Work Act 2009* (Cth)

Non repertory production means a production programmed to run as a stand-alone production not performed in repertory with other productions, being musicals, outdoor opera productions, and regional opera.

on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

production employee means a person, other than a performer, whose work comprises part of a performance or who takes part in the setting up, packing up, operation or maintenance of plant, equipment, properties, costumes, scenery, effects or other things that part or necessary to a performance, and who would otherwise be covered by the Award.

run of the play or plays means the period which in any city or cities, town or towns or states of Australia for which the employee's services have been distinctly contracted for in writing for rehearsal of and performances in a particular production of productions and commences on the first day of the employee's rehearsal for the production or productions and concludes on the last day or night of the presentation of the production or productions in such city, cities, town or towns or states of Australia for which the employee's services have been contracted in writing. It will include a return season or seasons in a place in which a season has already taken place if the employee's engagement is still continuing at the date of commencement of such return season.

suitable accommodation means a single room in a modern motel or serviced apartment accommodation with private facilities provided that where an employee is required to stay longer than one week in a single location the accommodation must contain cooking facilities, have clean linen supplied once per week and be cleaned at least once per week at the cost of the employer

time and a half means in the case of a weekly employee one and a half times the ordinary hourly rate which is obtained by dividing the applicable rate per week by 38 hours, and in the case of an employee engaged by the hour one and a half times the hourly casual rate.

4. Application of this Agreement

- 4.1. This agreement is binding on Opera Australia (ABN: 26 000 755 153) (the “employer”), and all the employees employed by the employer to work on a Non-Repertory Production in the classifications set out in this agreement (the “employees”).
- 4.2. This agreement will cover the Media, Entertainment and Arts Alliance (ABN: 84 054 775 598) (“MEAA” or the “union”) who are bargaining representatives for employees covered by this Agreement, provided the MEAA is named in the Approval decision issued by the Fair Work Commission for this agreement.
- 4.3. An employee is covered by the agreement classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work. For the purposes of this agreement, the environments in which employees normally perform work in this agreement are Production and Front of House.
- 4.4. The employer agrees to abide by the Safety Guidelines for the Entertainment Industry (“the Guidelines”), developed by the Australian Entertainment Industry Association (aka Live Performance Australia) and the Media, Entertainment and Arts Alliance, whenever relevant work provided for in the Guidelines is being performed. Where there is any inconsistency between the Guidelines and this agreement, the agreement shall prevail.
- 4.5. The terms and conditions of this agreement will not apply to Opera Australia technical and production employees seconded to the production under this agreement. The terms and conditions of the Opera Australia Technical Staff Enterprise Agreement will continue to apply to those employees.
- 4.6. The company recognises that the working hours of employees under this Agreement, including seconded employees, must have regard to WHS requirements, including fatigue risk management. While work may be undertaken over a 6 day working week, this means that the span of daily hours and total weekly hours worked must be contained at a reasonable level to ensure rest and minimise fatigue. Any request for additional hours must have regard to NES standards concerning reasonable additional hours. The company commits to ongoing monitoring and review to ensure this clause is complied with.

5. Relationship to the Parent Award

For the purpose of this agreement, the Parent Award is the Live Performance Award 2010 (‘Parent Award’).

Where this Agreement is inconsistent with the Parent Award, this Agreement shall prevail.

6. Salary Increases

The salary increases provided in this Agreement shall be:

- 2% for Year 1 effective 1 July 2017
- 2.5% for Year 2 effective 1 July 2018
- 3% for Year 3 effective 1 July 2019

7. Minimum Entitlements

This Agreement provides minimum entitlements only.

8. No Extra Claims

There shall be no further increases sought or granted during the period of this Agreement unless provided for within this agreement.

9. Negotiation Process of Agreement

- 9.1 The MEAA and its production crew members are committed to the maintenance of a constructive and harmonious employment environment.
- 9.2 In negotiating the terms of this Agreement, the Employer, the MEAA and employees covered by this Agreement recognise the need for a stable environment, providing financial security for production crew and enhanced industry flexibility and efficiency.
- 9.3 The MEAA and Opera Australia have committed to coming to an agreement about employment conditions for permanent Opera Australia production crew who are engaged to work in non repertory productions for a period of time and who then return to their usual roles within the company.

10. Variation to the Agreement

This Agreement may be varied in accordance with the Act.

11. Agreement Flexibility

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:

- 11.1 the agreement deals with 1 or more of the following matters:
 - a) arrangements about when work is performed;
 - b) overtime rates;
 - c) penalty rates;
 - d) allowances; and
 - e) leave loading.
- 11.2 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
 - a) the arrangement is genuinely agreed to by the employer and employee.
 - b) The employer must ensure that the terms of the individual flexibility arrangement:
 - c) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - d) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - e) result in the employee being better off overall than the employee would be if no arrangement was made.
- 11.3 The employer must ensure that the individual flexibility arrangement:
 - a) is in writing; and
 - b) includes the name of the employer and employee; and
 - c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

- d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 11.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 11.5 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.

Part 2 – Consultation, Change of Roster and Dispute Resolution

12. Major Workplace Change

- 12.1 This term applies if:
 - a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - b) the change is likely to have a significant effect on employees of the enterprise.
- 12.2 The employer must notify the relevant employees of the decision to introduce the major change.
- 12.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 12.4 If:
 - a) relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the employer of the identity of the representative:
 the employer must recognise the representative.
- 12.5 As soon as practicable after making its decision, the employer must:
 - a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and

- (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) Information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 12.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 12.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 12.8 In this term, a major change is likely to have a significant effect on employees if it results in:
 - a) the termination of the employment of employees; or
 - b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.
- 12.9 In this term, relevant employees mean the employees who may be affected by the major change.

13. Change to regular roster or ordinary hours of work

- 13.1 This term applies where the company proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 13.2 As soon as practicable after proposing to introduce the change, the company will discuss with the relevant employee/s (i.e. 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.
- 13.3 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.
- 13.4 The relevant employee/s may appoint a representative for the purposes of the procedures in this clause.
- 13.5 The company will give prompt and genuine consideration to matters raised about the change by the relevant employee/s and/or their representatives.

14. Dispute Resolution

14.1 If a dispute relates to:

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

this term sets out procedures to settle the dispute.

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

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

14.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

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

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

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

14.6 A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

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

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

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

Part 3 – Rates of Pay, Allowances and Employment Conditions

15. Types of Employment

- 15.1 At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.

15.2 Full time Employment

A full-time employee will be engaged by the week and subject to the provisions of Clause 30 – Ordinary hours of work and rostering.

15.3 Part time Employment

- a) A part-time employee is an employee engaged by the week and who works ordinary hours less than 38 hours per week. The ordinary hours of work are agreed at the commencement of employment and can be varied by agreement.
- b) A part-time employee working ordinary time will be paid per hour 1/38th of the weekly wage prescribed by this agreement for the level of work performed.
- c) A part-time employee who by agreement works more than the agreed usual number of ordinary hours in any week will be paid for the additional hours at their ordinary rate of pay pro-rated for the additional hours, subject always to the any payment prescribed in clause 32 – Overtime and penalty rates.
- d) A part-time employee who performs work in excess of the ordinary hours for a full-time employee as prescribed in clause 30 – Ordinary hours of work and rostering will be paid at overtime rates in accordance with the provisions in clause 32 – Overtime and penalty rates.
- e) The minimum time worked for each period of work will be not less than four consecutive hours for which a weekly employee is rostered.
- f) In addition to other award entitlements, a part-time employee will receive pro rata annual leave, personal/carer's leave and public holiday entitlements.

15.4 Casual employment

- a) A casual employee is engaged by the hour for a minimum of four consecutive hours. The employment of a casual employee may be terminated without notice by either the employee or employer subject to the payment of the minimum amount of wages and subject to the employee working the time covered by the payment of such wages.
- b) The appropriate per hour rate for casual employees is calculated by dividing the rate per week, as specified in Schedule B – Rates of Pay, for the relevant classification level by 38 and adding a 25% loading on such hourly rates so calculated.

15.5 Independent Contractors

If the Employer engages any person as an independent contractor to perform work that, if it were performed by an employee would be covered by the terms and conditions of this agreement, then that independent contractor must be afforded the same terms and conditions of employment as they would have received if they were engaged as an employee performing the work.

16. Termination of Employment

16.1 Notice of termination is provided for in the NES.

16.2 Notice of termination by an employer

If the specific period of employment is greater than 6 months, the notice of termination required to be given by an employer shall be:

- a) For weekly employees three weeks written notice shall be given;
- b) For casual employees three weeks written notice shall be given; unless
- c) The termination is due to a reason other than close or transfer of production, in which case 4 hours written notice may be given.

16.3 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

16.4 Job search entitlement

Where an employer has given notice of termination to an employee, an employee (other than a casual employee) must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

17. Redundancy

17.1 Redundancy pay is provided for in the NES.

17.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

17.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

18. Classifications and Rates of Pay

- 18.1 The classifications in which employees shall be employed are set out in Schedule A – Classifications.

19. Allowances

- 19.1 Where the rates for allowances in this Agreement fall below the equivalent rates in the Parent Award as a result of increases in the Parent Award, the higher rate in the Parent Award shall apply.

19.2 Late Finish Allowance

- a) Should it be necessary for a member of the production staff to carry out work in the Company's interest after 12.00 midnight, the Company will pay an allowance not exceeding \$71.30 (2017 rate) for each such occasion. Provided that where the Company provides a taxi voucher, reimbursement of receipts up to this limit or private automobile transport to the employee's home, the allowance need not be paid.
- b) Should a member of the production staff 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 19.1(a).
- c) Provided that on an occasion when a Late Finish Allowance would otherwise be payable under clause 19.2(a) or 19.2(b), if an employee elects to use their own vehicle, the Company will reimburse the full parking fee at the Sydney Opera House or the closest car park to the venue in lieu of paying the Late Finish Allowance.

19.3 Reimbursement of expenses

Where an employer authorises an employee to incur expenses in the course of the employee's employment, the expense will be reimbursed in the next available payment run by the employer upon provision by the employee of a tax invoice and receipt.

19.4 Use of vehicle allowance

Where an employer requests an employee to use their own motor vehicle in the performance of their duties, such employee will be paid an allowance of \$0.91 (indexed, as at July 2017) per kilometre.

19.5 Tool Allowance

The employer will pay an allowance of \$9.42 per week (indexed, 2017) to employees at levels 6 to 8 required to supply their own tools. All other employees required to supply basic tools will be paid an allowance of \$1.05 per day.

19.6 Costume Allowance

The employer will pay an employee who is required to wear a costume or uniform other than normal black clothing an allowance of \$51.30 per week (indexed, 2017).

19.7 Transmission or recording allowance

- a) Where a performance is to be recorded or transmitted by any means, including but not limited to radio or television transmission or film, video or audio recording, including for the purpose of a 'Making of' documentary, and whether transmitted live or recorded for later transmission, exhibition, distribution or sale, all production employees who perform work on that performance will receive an allowance (recording allowance) of \$128.65 (indexed, 2017) in addition to the rate they would otherwise have received.
- b) The provisions of Clause 19.7(a) of the Agreement will not apply where:
 - (i) the extract(s) of a performance or performances are recorded or transmitted for news, publicity or promotional purposes, including paid television or radio commercials not exceeding a maximum run time of 15 minutes
 - (ii) the recording is solely for archival and/or reference purposes, meaning a recording of a performance or rehearsal for the purpose of historical record or reference. An archival recording is: a historical record for the employer for use by the employer, students or historians; an archival reference for rights holders, principal cast and production (creative team with appropriate waivers executed by the employer); a performance reference for a performer where more than one performer is cast to perform the same role; a tool to on-sell the performance; for planning and research; a guide to recreate the production when it is restaged or revised; for a choreographer, director or musical director to remount future productions. Reference recordings must only be used as a reference to enable training and teaching in the revival of productions. Such recordings must remain under the control of the owner and must not be used for any other purposes.
 - (iii) The only purpose of the hiring is the recording or transmission of a performance, even though a non-paying audience may be present.

19.8 Touring and travel arrangements and allowances

- a) Fares
 - (i) Where an employee is required by the Company to work away from his or her place of residence, he or she 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.
 - (ii) Where, in the circumstances outlined in clause 19.8(a)(i), the Company offers to provide air transport and an employee elects to provide his or her 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 and a trip between Sydney and Brisbane.

Rate per week from start of 1 st pay period to begin on or after:	
01/01/2015	\$135.00

- (iii) Where transport is provided under clause 19.8(a)(i) or 19.8(a)(ii), 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.
- (iv) An employee required to travel to or from an airport, or other central point of departure, will be reimbursed the cost of such transport up to a maximum of \$45.9 at July 2017 for any single trip provided that such reimbursement is not payable where the Company provides such transport. Provided that where the travel is between Sydney and Melbourne, a combined maximum of \$91.80 at July 2017, will apply to the two taxi cost reimbursements.
- (v) Where, with the Company's consent, an employee who is travelling for a distance not in excess of 80 kilometres makes his or her way from one working venue to another and journeys by car, he or she will be paid by the Company the allowance prescribed in clause 19.4. Provided that such allowance is not payable if the employee travels by public transport and is reimbursed for such travel by the Company.
- (vi) Where, with the Company's consent, an employee who is travelling for a distance in excess of 80 kilometres makes his or her way from one working venue to another and journeys by car, he or she will be paid by the Company an allowance equal to the amount that would have been paid by the Company on his or her travelling by the form of transport by which the remainder of the Company travels, provided that the cost to the Company is no greater than it would have been if all employees used transport provided by the Company.
- (vii) When an employee chooses to travel by motor vehicle in the circumstances of this sub-clause, the owner/driver or passenger uses the motor vehicle at his or her own risk, and the Company and its servants and agents has no liability to him or her, other than that (if any) imposed by the relevant workers' compensation legislation, for any loss, damage or expense suffered by the employee as a result of the use of the motor vehicle.

b) Accommodation

Where an employee is required by the Company to work away from his or her place of residence and be away over at least one night.

- (i) Where the period of travel is one week or less an allowance of \$160.16 per night at July 2017, provided that such allowance will not be payable where the Company provides suitable accommodation.
- (ii) The Company will use its best endeavours to provide standard single, self-catering accommodation with laundry facilities wherever possible within its cost constraints.
- (iii) Notwithstanding any other provisions for this clause, in respect of any period of travel where stays of seven days or less are involved in any particular location, an employee may request that the Company provide accommodation with cooking facilities. Subject to such accommodation

being available at about the same cost as the accommodation proposed by the Company then the Company will provide such accommodation.

- (iv) Where the period of travel is more than one week the Company will pay to each employee a cash allowance of \$611.00 per week, or \$122.19 per night as at July 2015, up to a maximum of the relevant weekly allowance. Where this allowance is payable, it should be paid in advance up to a maximum of one week.

Provided that the allowance above is not payable:

- a) where the Company provides suitable accommodation; or
- b) if the Company elects not to provide accommodation and the employee elects to accept reimbursement of the expense of such accommodation up to the maximum limits (at July 2017) as follows:

Destination:	
From start of first pay period beginning on or after:	Weekly amount
Sydney and Melbourne	\$1,223.00
Canberra	\$1,051.00
Adelaide, Hobart, Perth and Brisbane	\$863.13
Other places	\$804.49

c) Shared Accommodation:

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) 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 cash allowance specified in clause 19.8(b)(ii) or 19.8(b)(iv) (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.

d) Cash allowance in lieu of reimbursement for accommodation expenses:

In lieu of the provisions of clause 19.8(b)(iv), an employee may elect to take a cash allowance of \$611.00 per week, or \$122.19 per night as at July 2017.

e) Vacating Company-provided accommodation:

- (i) If an employee is going to be away from Company-provided accommodation for more than 3 nights, he or she will be asked to agree 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.
- (ii) If an employee elects to use Company-provided accommodation for part of the period for which he or she is on tour, and be paid the allowance for another part of that period, he or she 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 his or her control.

19.9 Meal Allowance

Where the provisions of clause 19.8(b) apply, an employee will also be paid an allowance for meals of \$55.53 per night away, to a maximum of \$277.58 per week away (as at July 2017).

19.10 Incidentals Allowance

Where the provisions of clause 19.8(b) apply, an employee will also be paid an allowance for incidentals of \$15.13 per night away, to a maximum of \$75.77 per week away (as at July 2017).

20. Notice of travel to be given

- 20.1 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.
- 20.2 Such notices will also include, where the Company is providing accommodation in accordance with this clause, the details of the accommodation to be provided.
- 20.3 The employee will indicate within fourteen days of the offer of accommodation whether he or she proposes to accept the offer unless impractical to do so in the circumstances.
- 20.4 The Company will use its best endeavours to allocate accommodation for all employees at the same time, to avoid discrimination.

21. Insurance of effects

- 21.1 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 his or her normal residence or place of business, and applies continuously until the employee returns to his or her normal residence or place of business.

21.2 A deductible excess, payable by the employee, may apply in respect to some equipment.

22. 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.

23. Travel on the one day

23.1 In addition to any other provision in this Agreement, 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:	
01/01/2015	\$24.99

23.2 In addition to the provisions of clause 23.1, reimbursement of taxi fares as provided in clause 19.8(a)(iv) will apply. Provided that where such taxi travel takes place before 9.00am or after 5.00pm, the employee will be reimbursed for taxi fares (up to the maximum provided for in clause 19.8(a)(iv)) between his or her residence and the airport rather than between his or her normal workplace and the airport.

24. Use of private transport

24.1 Where an Employee requests and the Employer agrees to make his/her way from one working venue to another and journeys by car he/she shall be paid by the Employer an allowance equal to the money that would have been paid by the Employer on his/her travelling by the form of transport by which the remainder of the company travels provided that the cost to the Employer is no greater than it would have been if all Employees used transport provided by the Employer.

The Employer shall allow travel time as set out in the following table:

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

In all other cases, reasonable time as agreed with the MEAA.

- 24.2 Where an Employee agrees at the request of the Employer to use his/her own motor vehicle or motor cycle for purposes other than travelling between cities and towns, the Employee will be paid an allowance of \$0.91 per kilometre.

25. Travel on Sundays

If, in an emergency, a member of the production staff is directed to travel on a Sunday, then that day will be treated as a Sunday worked.

26. Other travel on Mondays to Saturdays

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.

27. Overseas Travel

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).

28. Higher Duties

Where an employee is required to work on duties, the prescribed rate of pay for which is higher than for the employee's ordinary duty, the employee will be paid for the time so worked at the higher rate with a minimum payment of four hours. If such work exceeds a total of four hours on any day, be paid at the higher rate for all work done on such day. This could include, but is not limited to; covering superiors when absent, job training and induction, and work requiring qualifications or licences have been gained by the employee and unsponsored by the current employer.

29. Superannuation

29.1 Statutory Superannuation contribution

Under superannuation legislation individual employees have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies. The relevant funds is Australian Super, an eligible choice fund and a fund that offers a MySuper product.

The rights and obligations in these clauses supplement those in superannuation legislation.

29.2 Employer Contributions

In addition to the rates of pay prescribed by this Agreement, the Employer will make superannuation contributions on behalf of each eligible Employee in line with the current

Government legislation, applying the statutory percentage contributions, in accordance with the provisions of the Superannuation Guarantee (Administration) 1992.

29.3 Voluntary employee contributions

Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 29.2.

An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.

The employer must pay the amount authorised under clauses 29.2 no later than 28 days after the end of the month in which the authorised deduction was made.

30. Ordinary Hours of Work and Rostering

30.1 Weekly Employees

- a) The ordinary hours of work for weekly employees will be 38 per week
- b) Ordinary hours may be worked on any of the days Monday through to and including Sunday between the hours of 7.00am and 12.00 midnight.
- c) The number of ordinary hours to be worked on any day will be a minimum of four hours and a maximum of 12 hours to be worked in no more than two periods, each period to be continuous except as to meal hours occurring therein.
- d) Meal breaks shall not be counted as part of ordinary hours
- e) Full-time employees will be entitled to two rostered days off work for every period of seven days, which will be consecutive wherever reasonably possible.
- f) Weekly employees must be notified seven days in advance by the employer of their working shifts by means of a roster placed in the staff room or delivered by electronic means, for each employee's perusal. At least seven days' notice must be given to the employee should any alteration of the working hours be intended, except in case of emergency.

30.2 Casual Employees

- a) The ordinary hours of work for casual employees will be minimum of four consecutive hours per day. Ordinary hours may be worked on any days Monday through to Sunday between 7.00am and 12.00 midnight.
- b) Casual employees are not paid per performance. Employees may be required to work on a number of performances during an engagement.
- c) At least 24 hours must be given to the employee should any alteration of the working hours be intended, except in emergency. If no such notice is given, the employee will be paid for the hours booked.

31. Breaks

31.1 Weekly employees

- a) Weekly employees, in the ordinary course of work, will be entitled to meal intervals as follows:
 - (i) Lunch – one hour continuous between 12.00 noon and 3.00pm
 - (ii) Dinner – one hour continuous between 5.00pm and 8.00pm
 - (iii) Supper – half an hour between 10.00pm and 12.00 midnight; and
 - (iv) Breakfast – one hour continuous between 7.00am and 9.00am
- b) The span of hours during which meal breaks may be taken may be varied where specific work requirements necessitate it.
- c) In the event that an employee is required to work more than five continuous hours without a suitable meal interval, the employee will be paid for the period which should be allowed as the meal interval at the rate of double time. This clause will not apply to employees engaged to work on a continuous shift roster.
- d) Provided that those employees working during the preparation of a stage production for the period of seven day preceding the opening of the production will be paid at the rate of time and a half instead of the aforesaid double time except on Sundays when double time and a half will be paid.
- e) No part of the time that should be allowed as a meal interval will be counted as part of the ordinary hours of work within the meaning of clause 30 – Ordinary hours of work and rostering.

31.2 Casual employees

Casual employees who work for more than four hours will be entitled to a minimum meal break of 30 minutes.

32. Overtime and Penalty Rates

32.1 Weekly employees

Weekly employees will receive overtime calculated to the nearest quarter of an hour as follows:

- a) for all work performed in excess of the rostered daily hours—at the rate of time and a half for the first two hours and double time thereafter;
- b) for all work performed on a rostered day off—at the rate of time and a half for the first four hours and double time thereafter;
- c) for all the work performed in excess of the weekly ordinary hours of work—at the rate of time and a half; and
- d) for part-time employees who perform work in excess of 38 ordinary hours per week—time and one half for the first two hours and double time thereafter.

32.2 Casual employees

- a) A casual employee will receive overtime calculated to the nearest quarter of an hour.
- b) A casual employee who works in excess of eight hours per day will be paid overtime at the rate of time and a half for the first two hours and double time thereafter.
- c) A casual employee who works more than 38 hours (excluding overtime worked and paid on a daily basis) in any one week will be paid for all hours in excess of 38, time and a half for the first four hours and double time thereafter.

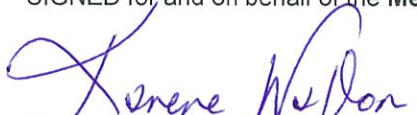
32.3 All employees

- a) All employees who are required to commence work on a Sunday, whether part of an ordinary roster or work cycle, or not part of a roster cycle, or overtime, will be paid at the rate of double time, with a minimum payment for four hours.
- b) For all work performed on a public holiday an employee will be paid at the rate of double time.
- c) An employee who works two consecutive days shall be entitled to a break of 10 hours between the conclusion of work on one day and resumption of the next.
 - (i) If a 10 hour break is not provided, the employee will be paid at the rate of double time until a 10 hour break is provided.
- d) An employee who works more than 5 hours without a meal break of at least 30mins will be entitled to an additional payment equal to one hour at his/her current rate.
- e) All employees have agreed to work ordinary hours and reasonable overtime. In some circumstances the working of these additional hours may be unreasonable having regard to the factors set out at section 62(3) of the Act, in which case an employee may refuse to work the additional hours and will raise this matter with their supervisor.

Part 4 – Execution of Agreement

The parties to the above arrangement agree that a copy of this Agreement shall be registered with the Fair Work Commission.


SIGNED for and on behalf of the **Media, Entertainment and Arts Alliance**


.....
ACTING CHIEF EXECUTIVE
Signature of Authorised Representative

17/11/17
.....
Date:


KARENE WALTON
.....
Print Name

245 CHALMERS ST, REDFERN 2016
.....
Address


.....
Witness

17/11/17
.....
Date:


SIGNED for and on behalf of **Opera Australia**


.....
CHIEF EXECUTIVE OFFICER
Signature of Authorised Representative

17 NOVEMBER 2017
.....
Date:

RORY JEFFES
.....
Print Name

480 Elizabeth Street, Sunny
Hills
NSW 2010
Address


.....
Witness

17/11/2017
.....
Date:

SCHEDULE A – CLASSIFICATIONS

Level 4 SM Stage Manager

Level 3 SM Deputy Stage Manager

Level 2 SM Assistant Stage Manager A

Level 1 SM Assistant Stage Manager B

Level 5 Head of Department – Mechanist, Lighting, Props, Head Flyman, Front of House Supervisor

Level 4 Deputy Head of Department

Level 3 Deputy Head Flyman, Lighting, Mechanist, Props, Wardrobe and Wigs Supervisors

Level 2 Advanced Lighting, Mechanist, Props, Wardrobe and Wigs and Make up, Front of House Usher

Level 1 Lighting, Mechanist, Props, Wardrobe and Wigs and Make up

SCHEDULE B – RATES OF PAY

The following minimum rates of pay apply for 2017 - 2019. These rates are expressed in terms of a base weekly rate for 38 hours, and an hourly rate

(a) The minimum weekly & hourly rates paid to Full-time and Part-time Employees shall be as follows:

	Effective from the first pay period on or after 01 January 2017		Effective from the first pay period on or after 01 January 2018		Effective from the first pay period on or after 01 January 2019	
Classification	Weekly Rates	Hourly Rates	Weekly Rates	Hourly Rates	Weekly Rates	Hourly Rates
Level SM4	\$1,065.00	\$28.03	\$1,091.63	\$28.73	\$1,124.38	\$29.59
Level SM3	\$979.80	\$25.79	\$1,004.30	\$26.43	\$1,034.43	\$27.22
Level SM2	\$884.52	\$23.28	\$906.64	\$23.86	\$933.84	\$24.57
Level SM1	\$830.71	\$21.86	\$851.48	\$22.41	\$877.02	\$23.08
Level 5	\$1,022.41	\$26.91	\$1,047.97	\$27.58	\$1,079.41	\$28.41
Level 4	\$937.20	\$24.66	\$960.63	\$25.28	\$989.45	\$26.04
Level 3	\$894.61	\$23.54	\$916.98	\$24.13	\$944.49	\$24.85
Level 2	\$852.01	\$22.42	\$873.31	\$22.98	\$899.51	\$23.67
Level 1	\$809.40	\$21.30	\$829.64	\$21.83	\$854.52	\$22.48

(b) The minimum weekly & hourly rates* paid to Casual Employees shall be as follows:

	Effective from the first pay period on or after 01 January 2017		Effective from the first pay period on or after 01 January 2018		Effective from the first pay period on or after 01 January 2019	
Classification	Weekly Rates	Hourly Rates	Weekly Rates	Hourly Rates	Weekly Rates	Hourly Rates
Level SM4	\$1,331.25	\$35.04	\$1,364.53	\$35.91	\$1,405.47	\$36.99
Level SM3	\$1,224.75	\$32.23	\$1,255.37	\$33.04	\$1,293.03	\$34.03
Level SM2	\$1,105.65	\$29.10	\$1,133.29	\$29.83	\$1,167.29	\$30.72
Level SM1	\$1,038.38	\$27.33	\$1,064.34	\$28.01	\$1,096.27	\$28.85
Level 5	\$1,278.01	\$33.63	\$1,309.96	\$34.47	\$1,349.26	\$35.50
Level 4	\$1,171.51	\$30.82	\$1,200.80	\$31.60	\$1,236.82	\$32.54
Level 3	\$1,118.26	\$29.42	\$1,146.22	\$30.15	\$1,180.61	\$31.06
Level 2	\$1,065.00	\$28.03	\$1,091.63	\$28.73	\$1,124.38	\$29.59
Level 1	\$1,011.76	\$26.62	\$1,037.05	\$27.29	\$1,068.16	\$28.11

*Casual rates shown are ordinary rates inclusive of the 25% casual loading.

SCHEDULE C - INDEXATION OF ALLOWANCES CHART

(All increases apply from the first pay period after 1 July)

Clause	Allowance	Actual		
		\$		
		2017	2018	2019
19.2	Late Finish	71.30	73.09	75.28
19.4	Vehicle	0.91/km	TBC	TBC
19.5	Tool	1.05/day	TBC	TBC
19.6	Costume	51.30/week	TBC	TBC
19.7a	Recording &Broadcast Buy out payment	128.65	TBC	TBC
19.8a (ii)	Airfare to Melbourne	135	TBC	TBC
19.8a (iv)	Travel to or from airport	45.9/trip	47.05 per trip	48.46 per trip
19.8b (i)	Travel Accommodation Cash Allowance / night less for < one week	160.16/night	TBC	TBC
19.8b (iv)	Travel Accommodation Cash Allowance /night for > one week	122.19/night or 611/week	TBC	TBC
19.8b (iv)b	Accommodation Allowance when OA does not provide accomm	1,223/week for Syd & Melbourne	TBC	TBC
19.9 (a)	Meals	27.36/meal or, 55.53/day maximum or 277.58/week maximum	TBC	TBC
19.10	Incidentals	15.13/day or 75.77/week	TBC	TBC
23.1	Travel on one day	24.99	25.61	26.38

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2017/5605

Applicant:

Opera Australia

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Rory Jeffes, Chief Executive Officer, for Opera Australia give the following undertakings with respect to the Opera Australia Non Repertory Production Staff 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. Employees under the Agreement with 5 years of continuous service will be entitled to 4 weeks of notice, and the notice period will be increased by 1 week if the employee is over 45 years old and has completed 2 years of continuous service (Ref. Clause 16).
3. This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

A handwritten signature in black ink, appearing to be 'Rory Jeffes', written over a horizontal line.

Signature

13 April 2018

Date