



# DECISION

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

**Opera Australia**  
(AG2017/5604)

## **OPERA AUSTRALIA TECHNICAL STAFF ENTERPRISE AGREEMENT 2017-2019**

Live performance industry

COMMISSIONER MCKINNON

MELBOURNE, 1 MAY 2018

*Application for approval of the Opera Australia Technical Staff Enterprise Agreement 2017 - 2019.*

[1] An application has been made for approval of an enterprise agreement known as the *Opera Australia Technical 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 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, 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) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 8 May 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.:**  
AG2017/5604

**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 Technical 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. Paternity Leave – The unpaid paternity leave entitlements of all eligible employees will be no less than those in the National Employment Standard (Ref. Clauses 19.5.1 and 19.5.2)
3. Adoption Leave - Parents may take a combined total of 52 weeks parental leave on a shared basis in relation to the adoption of a child under the age of sixteen 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. (Ref. Clause 19.1.2)
4. Annual Leave in advance –Any annual leave in advance which has not fully accrued at the date of termination will not be deducted from any statutory entitlement (Ref. Clause 16.5.2)
5. Overtime Rates for Stores staff with annualised salaries – All work done after 9.00pm and 7.00am will be paid at the rate of double time, when applicable. (Ref. Clause 31.1.1.b)
6. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Mahua Das

**Signature**

24 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 TECHNICAL STAFF ENTERPRISE AGREEMENT 2017 - 2019

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## **Part 1: Application and Operation**

### **1 TITLE**

This Agreement is known as the Opera Australia Technical Staff Enterprise Agreement 2017 - 2019.

### **2 DEFINITIONS**

For the purposes of this Agreement:

**Act** means the *Fair Work Act 2009*

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

**Annualised Salary** means a salary inclusive of defined penalties, allowances and overtime

**Award** means the *Live Performance Award 2010*

**Company** means Opera Australia (ACN 000 755 153).

**Employee** means a person employed by the Company under this Agreement in the classifications set out in Parts 6 to 7.

**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.

**NES** means the National Employment Standards under the *Fair Work Act 2009*

**Non-Annualised Salary** means a salary that is exclusive of all penalties, allowances and overtime and where such additional payments are payable in accordance with the Agreement.

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

**Operetta** means any generally recognised operetta.

**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.

**Parties** mean MEAA 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.

**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:

**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 or location.

**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 be a serviced apartment.

**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.

**Weeks' 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.

### 3 COVERAGE

This Agreement covers the MEAA and the Company in respect of all of its employees covered by the classifications set out in Parts 6 to 7 below. Exceptions apply in relation to the employment of production staff for Non-Repertory Productions under the *Opera Australia Non-Repertory Production Staff Agreement 2015- 2016* (as amended or replaced from time to time), as and when agreed with the MEAA.

### 4 DURATION AND APPLICATION

4.1 This Agreement commences seven days after approval by the Fair Work Commission ('FWC') and the nominal expiry date of the Agreement is 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 and in accordance with the Act.

4.2 This Agreement replaces all previous agreements, certified or otherwise, between the Parties in relation to the employees it covers.

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

4.4 The National Employment Standards ('NES') and this Agreement contain the minimum conditions of employment for employees covered by this Agreement. Where a term of this Agreement conflicts with a term in the NES, the more favourable provision to the employee shall apply.

### 5 COMMITMENTS

#### 5.1 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.

#### 5.2 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 healthy and safe workplace;
- f) promote a satisfying working environment and good morale within the Company.

### **5.3 Salary Increases**

The base wages/salary increase provided in this Agreement will be:

- a) 2.0% effective from the first pay period after 1 January 2017;
- b) 2.5% effective from the first pay period after 1 January 2018; and
- c) 3% effective from the first pay period after 1 January 2019.

### **5.4 Changes to Allowances**

- a) Work related allowances will increase in line with base salary increases in clause 5.3 from the first full pay period in January of each year.
- b) 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.

### **5.5 No reduction of salary**

An employee who on the date of this Agreement coming into force is receiving a higher rate of pay than is set out in the rates for their classification in parts 6 -7 will not have their rate of pay reduced as a consequence of this Agreement coming into operation.

### **5.6 Review of rostering practices and Annualised Salaries**

The parties commit to a Joint Review of working hours, rostering practices and annualised salaries for Production and Stores staff, as per the following terms:

- a) It is recognised that production requirements have changed over the past decade, and will continue to change, resulting in altered working hours, in certain circumstances;
- b) It is recognised that the Annualised Salary structure in this Agreement and certain related employment conditions are based on assumptions of working hours and rostering practices that will not necessarily apply in the same way into the future;
- c) A strategic review of working hours, rostering practices and Annualised Salaries will take place in the lead up to negotiations for the next Agreement;
- d) The makeup of the Joint Review Committee will be agreed in consultation with the MEAA, with progress overseen by the Workplace Consultative Committee;
- e) The review will consider classification levels, and employment conditions related to Annualised Salaries, such as time off in lieu provisions;
- f) The review will consider the matter of reasonable additional hours with reference to the NES and fatigue management (see also clause 28.1(i)) and also lesser hours worked on average over the season;
- g) The review will consider provisions for overtime in relation to overtime hours above those rolled up in annualised salaries provisions in clause 28 of this Agreement
- h) Any agreed variation will be implemented in line with clause 5.9, or in the next Agreement.

The above Review will involve Opera Australia management representatives, production staff representatives, and the MEAA. The process for review will provide for meetings in work time and for appropriate consultative meetings with production staff.

#### **5.7 Review of classifications and pay rates**

The parties commit to creating classification description by agreement with a view to including it in this Agreement in accordance with clause 5.9.

#### **5.8 Review of manufacturing classifications and pay rates**

The parties commit to a Joint Review of classification levels and rates of pay of Manufacturing staff, as per the following terms:

- a) It is recognised that the classification structure for Manufacturing no longer fully reflects the nature and requirements of current manufacturing work organisation;
- b) The review will examine the task/skills descriptors for each classification level, with a view to appending the agreed descriptors to the next Agreement;
- c) The review will evaluate the effectiveness of the current basic and skilled pay levels, and associated job descriptors and review procedures;
- d) The review will benchmark classification levels and pay rates with comparable manufacturing entities;
- e) The makeup of the Joint Review Committee will be agreed in consultation with the MEAA, with progress overseen by the Workplace Consultative Committee;
- f) Any agreed variation will be implemented in line with clause 5.9, or in the next Agreement.

#### **5.9 Variation of the Agreement**

In accordance with the Act, 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.

#### **5.10 Renegotiation of Agreement**

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

### **6 INDIVIDUAL FLEXIBILITY AGREEMENTS**

**6.1** The terms in clause 6.7 of this Agreement may be varied by an individual flexibility arrangement in order to meet the genuine needs of the Company and the employee that is genuinely agreed to by the employer and employee.

**6.2** The Company must ensure that the individual flexibility arrangement:

- a) is about permitted matters under section 172 of the Act; and
- b) does not contain a term that is an unlawful term under section 194 of the Act; and
- c) results in the employee being better off overall than the employee would be if no arrangement was made; and
- d) is in writing; and

- e) includes the name of the Company and the employee; and
- f) is signed by the Company and employee and, if the employee is under 18 years of age, also signed by a parent or guardian of the employee; and
- g) The individual flexibility arrangement must include details of:
  - i. The terms of the 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.

**6.3** A copy of the individual flexibility arrangement must be given to the employee within 14 days of it being agreed to;

**6.4** 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 employee and the Company agree in writing – at any time;

**6.5** An employee is entitled to be represented in relation to the making of an individual flexibility arrangement under this clause. Where the Company intends to reach any individual flexibility arrangement under this Agreement, and the employee requests, the Company must inform the MEAA in writing of the Company's intent to enter such an arrangement and the proposed terms and effects of that arrangement. For the avoidance of doubt, informing the MEAA under this clause does not require that the MEAA approve or consent to the individual flexibility arrangement.

**6.6** Entering into an individual flexibility arrangement must not be made a condition of employment for any prospective employee.

**6.7** The terms of this Agreement that may be the subject of an individual flexibility arrangement are:

- a) arrangements about when work is performed;
- b) overtime rates;
- c) penalty rates;
- d) allowances;
- e) leave loading.

## **7 CONSULTATION**

### **7.1 Agreement**

**7.1.1** 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 MEAA about significant workplace changes, including changes to season structures and changes to venues.

### **7.2 Major workplace change**

**7.2.1** 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.

**7.2.2** As soon as practicable, the Company will notify and discuss with the MEAA and relevant employees the introduction of the change and the effect the change is likely to have on the employees. The Company will discuss measures to avert or mitigate the adverse effect of the change on the employees.

- 7.2.3** 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.
- 7.2.4** The Company will give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 7.2.5** The parties agree to act in good faith in relation to the consultation process.
- 7.2.6** In this clause:
- a) '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.
  - b) '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**

- 7.3.1** This clause applies where the Company proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 7.3.2** As soon as practicable after proposing to introduce the change, the Company will discuss with the relevant employees (ie. those who may be affected by the change) and with the MEAA 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.
- 7.3.3** The Company must discuss measures to avert or mitigate the adverse effect of the change on the employees. For the purposes of the discussion, the Company will provide to the MEAA and the relevant employees in writing:
- a) all relevant information about the change including the nature of the change proposed;
  - b) information about what the Company reasonably believes will be the effects of the change on the employees; and
  - c) any other matters likely to affect employees.
- 7.3.4** The Company will invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 7.3.5** The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 7.3.6** The Company will give prompt and genuine consideration to matters raised about the change by the relevant employees and/or their representatives.

## **7.4 Pre-production briefings and post production reviews**

**7.4.1** The parties are committed to conducting joint department pre-production briefings to ensure effective and efficient delivery of productions. These meetings will be arranged for the technical departments to meet and discuss scheduling, delivery and labour needs.

**7.4.2** The parties are committed to conducting joint department reviews of the delivery of productions.

**7.4.3** These meetings will be arranged for the technical departments to meet and review shows.

**7.4.4** Management will consult with staff to determine the most appropriate format for such meetings.

## **7.5 Workplace Consultative Committee**

**7.5.1** 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.

**7.5.2** The composition and constitution of the WCC, including the regularity of meetings, is to be agreed between the workplace delegates and management.

**7.5.3** All time spent in WCC meetings will be considered time worked.

## **7.6 Workplace Delegates**

**7.6.1** The Company recognises that the MEAA is the union that has representational coverage for Technical staff employed under this Agreement, and that union membership is a matter between the employee and the MEAA.

**7.6.2** The Company will facilitate the Workplace Delegate carrying out their duties. Reasonable work time will be set aside for a Workplace Delegate to conduct legitimate MEAA business.

**7.6.3** The MEAA will consult the Company about any proposed MEAA meetings in work time, and provided sufficient notice is given, the Company will facilitate reasonable requests for such meetings.

## **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 employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employees 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. The parties shall recognise the representative for all purposes involved with the resolution of the dispute and shall allow them to perform their role as a representative.

**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 the 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** The decision of the FWC will bind the Employer and Employee/s, subject to either party exercising any available right of appeal against the decision.
- 8.6** 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 8.5 above.
- 8.7** The parties to the dispute and their representatives shall act in good faith in relation to the dispute.

## *Part 2: Employment Relationship*

### 9 TYPES OF EMPLOYMENT

#### 9.1 Production and Stores Staff

An employee engaged as Production and Stores staff will be engaged in one of the following categories, which will be confirmed in writing at the commencement of employment:

- a) **Permanent Annualised Employees**, being employees who are engaged on an ongoing basis and paid an Annualised Salary; or
- b) **Seasonal Annualised Employees**, being employees engaged for a particular period, or project, or for the run of a production and paid an Annualised Salary; or
- c) **Seasonal Non-Annualised Employees**, being employees engaged for a particular period, or project, or for the run of a production and paid a Non-Annualised Salary; or
- d) **Casual Employees** who are engaged by the hour or the call and paid at an hourly rate with a casual loading.

#### 9.2 Manufacturing staff

An employee engaged as Manufacturing staff will be engaged in one of the following categories, which will be confirmed in writing at the commencement of employment:

- a) **Permanent Non-Annualised Employees**, being employees engaged on an ongoing basis and paid a Non-Annualised Salary; or
- b) **Seasonal Non-Annualised Employees**, being employees engaged for a particular period, or project, or for the run of a production and paid a Non-Annualised Salary; or
- c) **Casual Employees** who are engaged by the hour or the call and paid at an hourly rate with a casual loading.

#### 9.3 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 of work.

#### 9.4 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.

#### 9.5 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.

For the purpose of continuous service relating to long service leave and redundancy provisions, any break between seasonal contracts of less than three months will not break continuous service. A contract of seasonal employment expires at the end of the agreed term, without the need for either party to give notice, unless it is otherwise terminated during the term in accordance with Clause 10.

## **9.6 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.

## **9.7 Requirement to tour**

It is a condition of employment that staff (except Manufacturing staff) will travel on tour as required by the Company.

## **9.8 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 or with regular hours of less than 38 hours per week 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.

## **9.9 Change of classification**

In cases of transfers from a classification to another with a lower salary, the resultant salary will be set by mutual agreement.

## **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 Secondment**

Where the Company requires an employee covered by this Agreement to work for the Company on a non-repertory production, the following provisions will apply:

- a) The employee may agree to work on the Non-Repertory Production; or
- b) The employee may refuse to work on the Non-Repertory Production and elect to take any accrued annual leave, long service leave, or TOIL during the time they would otherwise be required to work on the Non-Repertory Production; or

- c) If the employee does not have any paid leave or TOIL available, the employee may refuse to work on the Non-Repertory Production and elect to take leave without pay during the time they would otherwise be required to work on the Non-Repertory Production; or
- d) Only where the employee does not agree to work on the Non-Repertory Production under (a) or elect to take leave in accordance with (b) or (c) above, the Company may direct the employee to work on the Non-Repertory Production, providing that the direction:
  - i. does not require the employee to start the secondment until eight weeks after being directed;
  - ii. does not require the employee to travel away from their place of residence; and
  - iii. does not otherwise impact the employee's family or caring responsibilities.
- e) The employee will not accrue TOIL for work performed on Sundays while on secondment pursuant to this clause.

## **9.12 Advertising**

Vacancies for positions covered under this Agreement will normally be advertised, in which case they will be advertised internally at the same time as they are advertised externally. Any employee will be provided with the opportunity to apply for an advertised position. Each application will be assessed on its merits. Appointment to any position will be at the discretion of the Company.

## **9.13 Participation in Marketing and Publicity**

### **9.13.1 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 employees 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 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.

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

- a) Employees will assist with 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) Such requests are subject to the hours of work clause of the Agreement. Attendance at such events, and any travel time to and from the event if other than the place of employment, will be counted as time worked.
- c) Employees will not be compelled or pressured by the Company to attend an event considered voluntary outside their normal working hours. Where attendance at a post-performance or other function is voluntary, no additional payment will be made for the time or travel involved.

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

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

## **10 TERMINATION OF EMPLOYMENT**

### **10.1 Permanent employees**

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

- a) For employees with over 2 years' continuous service: four weeks;
- b) For employees with between 1 and 2 years' continuous service: two weeks;
- c) For employees with less than 1 year's continuous service: one week.

**10.1.2** 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**

**10.2.1** The employer may make payment in lieu of notice of at least the amount the employer would have been liable to pay to the employee at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.

### **10.3 Notice by an employee**

**10.3.1** The notice of termination required to be given by an employee is the same as that required of the Company except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

**10.3.2** If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this Agreement, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee. Shorter notice without such penalty may be given subject to agreement by both parties.

### **10.4 Seasonal employees**

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

**10.4.2** 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.

**10.4.3** 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.

### **10.5 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. Where such an allowance is paid for related travel costs the payment will be made to the employee within 14 days of when the cost was accrued.

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 his or her own return fare to his or

her 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.

#### **10.6 Late attendance**

To maintain and improve professional standards, employees 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.

#### **10.7 Dismissal**

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

**10.7.2** 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.

#### **10.8 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.

#### **10.9 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 E.

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

An employee holding a current St John's Ambulance first aid certificate, or equivalent, and required by the Company to make him or herself available as necessary to deal with matters of first aid in the workplace, within the extent of his or her skill and competence, will be paid an allowance while so required of:

|           | 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 |
| \$10.90   | \$11.12  | \$11.40   | \$11.74   |

##### **11.3 SOH Parking Allowance**

**11.3.1** A permanent or seasonal employee 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.

**11.3.2** The Parties will negotiate further if another rehearsal or performance venue is used on a regular basis.

##### **11.4 Vehicle Allowance**

Where an employee agrees, at Opera Australia's request, to use his or her own motor vehicle, they will be paid an allowance of 91 cents per kilometre (as at January 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.

##### **11.5 Late Finish Allowance**

**11.5.1** Where a member of the production staff is required to carry out work in the Company's interest after 11.30 pm, or until it is too late to travel by public transport to their home, the Company will pay a Late Finish Allowance not exceeding \$71.31 (rate for 2017) for each such occasion. The allowance is not payable where the Company provides a taxi voucher or reimburses taxi expenses up to this limit, or

provides private car transport to the employee's home.

**11.5.2** Where a Late Finish Allowance would otherwise be payable, and an employee elects to use their own vehicle, the Company will reimburse the full parking fee at the Sydney Opera House car park in lieu of the Late Finish Allowance.

**11.5.3** Where a member of the production staff is rostered for only a 10-hour break between two consecutive shifts, they will be entitled a taxi voucher or taxi reimbursement up to the limit set out in clause 11.5.1.

## **11.6 Relocation Allowance**

**11.6.1** 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 12.3) 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:

|           | 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 |
| \$2,765   | \$2,806.48  | tbc       | tbc       |

**11.6.2** 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.

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

**11.7.1** 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.

**11.7.2** This clause applies to seasonal employees only after six months' continuous service.

## **11.8 Accident Make-up Pay**

Where an employee meets with an accident at their place of work 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.

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

### **12.1 Fares for Air Travel**

**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   | Tbc       | tbc       |

- 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 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.

## **12.2 Travel by motor vehicle**

- 12.2.1** 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 11.4. This allowance is not payable if the employee travels by public transport and is reimbursed for such travel by the Company.
- 12.2.2** 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.
- 12.2.3** When an employee chooses to travel by motor vehicle in the circumstances above, the owner/driver or passenger uses the vehicle at their 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.
- 12.2.4** Reimbursement of travel costs will be made by the Company within 14 days of a claim for reimbursement being made.

## **12.3 Accommodation**

- 12.3.1** 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:
- 12.3.2** 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.

- 12.3.3** 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.
- 12.3.4** Where the period of travel is more than one week, an allowance of \$611.00 per week (as at July 2017), or \$122.19 per night (up to a maximum of the relevant weekly allowance), is paid. Where this allowance is payable it is paid in advance up to a maximum of one week.
- 12.3.5** The allowance provided under clause 12.3.4 is not payable where the Company provides suitable accommodation. An employee may elect to be paid the allowance in lieu of accommodation provided by the Company.
- 12.3.6** Where the Company elects not to provide accommodation, or the employee elects to accept reimbursement of the expense of such accommodation, the following weekly maximum limits apply:

| <b>Destination</b>                                    |                  |                  |                  |
|---|------------------|------------------|------------------|
| From start of first pay period beginning on or after: | <b>1/07/2017</b> | <b>1/07/2018</b> | <b>1/07/2019</b> |
| Sydney and Melbourne                                  | \$1,223.00       | Tbc              | tbc              |
| Canberra  | \$1,051.00       | Tbc              | tbc              |
| Adelaide, Hobart, Perth, and Brisbane                 | \$863.13         | Tbc              | tbc              |
| Other places  | \$804.49         | Tbc              | tbc              |

- 12.3.7** Shared accommodation:
  - a) 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.
  - b) 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.
- 12.3.8** 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.
- 12.3.9** 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.
- 12.3.10** 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 12.3.4 or 12.3.6 (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.
- 12.3.11** 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.
- 12.3.12** If, whilst on tour, an employee is flown by the Company to another city to perform work on a production the Company will continue to provide accommodation (or pay accommodation allowance) for the original place of tour as well as the second city and pay meals and incidentals allowances for the

period the employee is away from the tour.

- 12.3.13** 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.

#### **12.4 Meal Allowance**

Where the provisions of clause 12.3 apply, an employee will also be paid an allowance for meals as follows:

- 12.4.1** 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).
- 12.4.2** Where an employee is away for one week or more, he or she will be paid, in addition to the meals allowance, a one off Pantry Allowance of \$ \$32.23 (as at 1 January 2017).

#### **12.5 Incidentals Allowance**

Where the provisions of clause 12.3 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).

#### **12.6 Notice of travel to be given**

- 12.6.1** 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.
- 12.6.2** 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.
- 12.6.3** The Company will use its best endeavours to allocate accommodation for all employees at the same time, to avoid discrimination.

#### **12.7 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.

#### **12.8 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.

## 12.9 Travel on the one day

12.9.1 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 |
| \$24.50   | \$24.99   | \$25.61   | \$26.38   |

12.9.2 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 12.1.4) between their residence and the airport rather than between their normal workplace and the airport.

## 12.10 Travelling time

12.10.1 For any tour in excess of three weeks outside an employee's place of engagement, the Company will allow 2 travelling days.

- a) between Sydney and Canberra 2 days
- 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 \* 2 days
- g) between Brisbane and Adelaide \* 2 days

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

\* Where an employee elects to drive and Opera Australia agrees, an additional day of travel time (free of scheduled commitments) will be allowed to ensure a safe journey.

12.10.2 Production staff must have at least one travel day off duty. In exceptional circumstances, the second day may be worked by mutual agreement between the relevant department head and the individual involved. Such time not taken may be accrued as one day off in lieu. However, two consecutive travel days will be allowed where an employee is driving between cities.

12.10.3 Sundays cannot be allocated as a travel day unless by mutual agreement, or in an emergency. For permanent or seasons annualised employees, a travel day on a Sunday will count as one of the rolled up Sundays and will accrue a day of time off in lieu. Where all the rolled up Sundays have been used, and a TOIL is not mutually agreed, the staff member will be paid at double time in accordance with clause 30.9(d).

12.10.4 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.

## 12.11 Overseas Travel

12.11.1 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. 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.

**12.11.2** 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**

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

## **14 SUPERANNUATION**

### **14.1 Statutory superannuation contributions**

In addition to the rates of pay set out in Parts 5-7, the Company will make superannuation contributions in line with the current Government legislation, in accordance with the legislated definition of earnings-base, currently at the rate of 9.5%.

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

The legislation makes choice of superannuation funds available to employees, provided the superannuation fund is an eligible choice fund and is a fund that offers a Mysuper product. The default superannuation industry fund is Australian 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 they will be required to apply in writing on the appropriate form and that any such arrangement will be prospective. Relevant Company policy and procedures apply.

### **14.4 Retirement planning**

The Company will provide access to retirement planning seminars and 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** 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 clause | No. of rolled up public holidays - 50 hours per week | Salary clause | No. of rolled up public holidays – 45 hours per week |
|--------------------------------------|---------------|--|---------------|--|
| Stage management                     | 28.3.1        | 2  | 28.3.2        | 2  |
| Stage Lighting, Mechanist and Props  | 28.4.1        | 5  | 28.4.2        | 4  |
| Performing Wardrobe & Wigs & Make up | 28.5.1        | 5  | 28.5.2        | 5  |
| Stores Department                    | 28.6          | N/A  |               |  |

**15.3.2** Where an employee covered by this 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. Production and stores staff will receive one day of time in lieu for each such public holiday worked.

**15.3.3** It is the responsibility of each department head to endeavour to ensure that no individual member of their department is expected to work, in any one Performing Year, in excess of the number of public holidays rolled up into annualised salary.

**15.3.4** In the event that an employee is required to work, in any Performance Year, on a public holiday in excess of those provided in clause 15.3.1, Production and Stores staff will be paid for the hours actually worked at the rate of 2.5 times the hourly rate obtained by dividing their annualised salary by 52 and then 50, provided that the minimum payment will be for four hours, together with a day off in lieu on full pay.

#### **15.4 Work on Public Holidays – other**

Where Seasonal Non-Annualised employees, and casual employees, work on public holidays, unless time off in lieu is mutually agreed, they will be paid as follows:

| <b>On</b>                              | <b>At</b>                                       |
|--|---|
| Christmas Day, Boxing Day, Good Friday | Triple time for a minimum of 7 hours            |
| Other Public Holidays.                 | Double time and a half for a minimum of 4 hours |

## **16 ANNUAL LEAVE**

### **16.1 Entitlement**

**16.1.1** Permanent and seasonal employees are entitled to paid annual leave which accrues progressively during the year and accumulates from year to year.

**16.1.2** Permanent and seasonal employees, (other than Production Staff) are entitled to four weeks of paid annual leave per year of service.

**16.1.3** Production staff that are on annualised Salaries are entitled to five weeks of paid annual leave per year of service.

**16.1.4** For the purpose of this clause, service is deemed to be continuous notwithstanding:  
a) any absence from work on account of personal leave;  
b) any approved absence on leave without pay, provided that Annual Leave does not accrue during the period of such leave without pay.

**16.1.5** For administrative purposes, all annual leave will accrue and be taken according to the ordinary hours of work of each employee.

### **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, providing that such direction is reasonable. Such period of annual leave must begin no later than three months after the employee has accrued a full year's (12 months) entitlement, unless otherwise agreed to by the MEAA and affected employees.

- 16.2.3** Unless otherwise mutually arranged between the employee and the Company, an employee will be given at least two 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** Where the season structure does not allow a member of the production staff to take all annual leave and any accrued time off in lieu between seasons, staffing levels will be set so that the balance of the leave can be taken during the season, provided that:
- a) unless a shorter period is mutually agreed, no permanent member of the production staff will be required to take less than one week of any outstanding annual leave balance from a previous year's leave at any one time;
  - b) unless a shorter period is mutually agreed, no permanent member of the production staff will be required to take less than two weeks of the current year's annual leave entitlement at any one time; and
  - c) the timing of taking annual leave will, as far as possible be by mutual agreement, but where such agreement is not possible, at least one month's notice will be given of when a permanent member of the production staff will be required to take 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, any leave forfeited will be re-credited 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, and the employee can show that as a result they have lost holiday payments for which they will obtain no benefit, the Company will reimburse for such loss.
- 16.2.8** If an employee is ill or injured whilst on annual leave, and provides evidence to satisfy the Company of such incapacity, 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. Such evidence, typically in the form of a medical certificate, must have been obtained at the time of the sickness or injury.
- 16.2.9** 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 full amount of annual leave. 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.

**16.5.2** 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 any termination payment, 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.

## **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, grandchild 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.

**17.1.4** Personal leave is available to a part-time permanent or seasonal employee on a pro rata basis i.e. 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, i.e. 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.

### **17.2 Sick leave**

**17.2.1** All 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.

**17.2.2** 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.

**17.2.3** Where a pattern is identified involving absences from work in between or adjacent to rostered days off, a medical certificate requirement may be imposed following discussion with the staff member concerned. In the event of any dispute, the Dispute Resolution Clause 8 of this Agreement will apply.

**17.2.4** 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.

**17.2.5** 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 leave will be mutually agreed between the employee and the Company.

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

**17.3.1** A permanent or seasonal employee is entitled to take any amount of accrued personal leave to care for members of their immediate family or household who are sick and require care and support.

**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 days of compassionate leave for 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.

**17.4.4** The Company will give discrete and sympathetic consideration to any request for a review of leave arrangements to deal with critical personal circumstances and bereavement, as above.

## **18 LONG SERVICE LEAVE**

Long service leave is governed by the provisions of the *Long Service Leave Act 1995* (NSW), 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** Parental leave is in accordance with NES and an employee is entitled to parental leave in connection with the birth or adoption of a child if:

- a) they are a permanent or seasonal employee and have had at least 12 months' continuous service immediately before commencing such leave; or
- b) 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:

- a) In the case of the birth of their child, employees may take parental leave, provided that such leave does not extend beyond the child's second birthday.
- b) 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 employees, 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:

- a) for parental leave, an unbroken period of up to two weeks at the time of the birth of the child;
- b) 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:

- a) up to twelve weeks of parental leave taken in order for the employee to be the primary caregiver of their child; or
- b) (at the employee's election) the two weeks of parental leave taken at the time of the birth of the child.

Note the above entitlements are paid by the Company in addition to any entitlements under Federal Government's Paid Parental Leave scheme and the period of paid leave taken may be added to a period of paid leave provided for under a Government Scheme.

**19.1.5** In the case of a casual employee who is entitled to parental 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:

- a) for parental leave, a de facto or former spouse.
- b) 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:

- a) that the employee or his spouse is pregnant;
- b) the expected date of confinement, or the date on which the birth or placement took place;
- c) any period of parental leave taken or sought by his or her spouse;
- d) 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 he or she 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 parental Leave.

### **19.4 Maternity leave**

- 19.4.1** 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.
- 19.4.2** 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 in clause 19.2.4.
- 19.4.3** 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.
- 19.4.4** 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.
- 19.4.5** 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 the spouse in relation to the same child.

**19.6.2** Adoption leave may include 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 the spouse; and a further unbroken period of up to 49 weeks in order to be the primary care-giver of the child. Such leave will not be taken concurrently with adoption leave taken by the 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 11.7; or
- f) workers' compensation related leave; or
- g) other leave as provided in this clause.

## ***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. Casual staff are paid weekly in arrears.
- 21.2** Payment is made by electronic funds transfer to an account of the employee's choice.
- 21.3** Where an employee's services are terminated, all payments due to them under this Agreement will be transferred to their account on termination or by the next pay day.
- 21.4** Should an employee be incorrectly paid in any week or fortnight, the necessary adjustment will be made by the following pay day.
- 21.5** 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 purposes 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.
- 22.4** The following arrangements apply to higher duties worked by members of stage management staff in the course of their allocated roles:
- a) When an Assistant Stage Manager undertakes a Deputy Stage Manager role for the third mainstage opera in any performance year, they will be paid at the Deputy Stage Manager rate for the period they carry out the higher role.
  - b) When a Deputy Stage Manager undertakes a Stage Manager role for the third mainstage opera in any performance year, they will be paid at the Stage Manager rate for the period they carry out the higher role.

### **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 department and immediate supervisor (if applicable), and the Human Resources Director, where appropriate.
- 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 a MEAA representative.

## **24 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 in Appendix D, insofar as is relevant to their classification.

## **25 LEARNING AND DEVELOPMENT**

- 25.1** Opera Australia is committed to supporting learning and development opportunities for employees, wherever practicable.
- 25.2** Learning and development needs for an individual employee will normally be identified during his or her Performance and Development Review.
- 25.3** 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 WHS 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.
- 25.4** 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.
- 25.5** 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.

## **26 WORK HEALTH AND SAFETY**

### **26.1 Work Health and Safety Committee**

- 26.1.1** A Company Work Health and Safety (WHS) Committee will be maintained in line with NSW WHS legislation. The purpose and role of the WHS Committee will be to investigate and report on WHS concerns throughout the workplace and make recommendations to remove or mitigate workplace health and safety risks.
- 26.1.2** The election of Department Health and Safety Representatives (HSRs) on the WHS Committee may be facilitated by the MEAA in consultation with the Company. All employees, permanent, casual and seasonal have a right to participate in the nomination and ballot process for the HSR's on the WHS Committee.
- 26.1.3** The WHS Committee, will meet face to face as a minimum every 2 months or 6 times a year and a quorum for meetings will consist of at least 3 employee and 2 management representatives. The Company and the MEAA commit to acting upon recommendations by the WHS committee in reasonably practical time.
- 26.1.4** The Company will ensure adequate time is allocated in committee member rosters for WHS meetings and training.
- 26.1.5** Elected HSR's will nominate their preferred training provider in consultation with the MEAA and the Company. The Company will meet the cost of all training for elected committee members.
- 26.2 Fatigue Management**
- 26.2.1** The Company is committed to ensuring work health and safety is a key consideration in the planning of employee working hours and patterns.
- 26.2.2** The Company agrees to work with the WHS Committee and the MEAA to address fatigue and to ensure working hours of employees adequately balance employee lifestyle, workplace safety and production schedules.
- 26.2.3** The Company is committed to:
- a) Developing a Fatigue Management Policy by 1 January 2018.
  - b) Developing work practices and work schedules to implement the fatigue management policy over the term of this agreement.
- 26.3 Set construction**
- 26.3.1** The Company recognises that set construction must meet safe design principles and provide for the appropriate size and weight of sets elements. This requires appropriate consultation with manufacturing and production staff in the design, manufacture and assembly phases.
- 26.3.2** The consultative process is as follows:
- a) Technical Management will arrange for the heads of departments and other production staff representatives as appropriate to attend a briefing at the model stage of each new production. Manufacturing and production staff will be encouraged to make comments and suggestions about safety aspects of the sets.
  - b) Follow up briefings will be arranged, as appropriate, during the design and construction stages of the sets, with similar opportunities for comment and suggestion.
  - c) Advice from *Workcover* and/or other expert sources on risk management, in respect of set construction, assembly and use, will continue to be sought when appropriate. The advice will be available to department heads.
  - d) Technical Management will arrange for workshop staff to brief production staff on the set assembly procedures, and to provide appropriate plans and instructions for assembly.

- e) Opportunity will continue to be provided for feedback from production staff to workshop staff on experience with the assembly procedures during the production run, and any modifications desirable for the future.

#### **26.4 Protective Clothing and Equipment**

The parties recognise the importance of suitable clothing and equipment in order to safely complete work tasks in production and manufacturing. All appropriate safety clothing and equipment will be provided by the Company and will be worn/used as necessary by staff. Such safety equipment includes but is not limited to safety goggles, ear plugs, respirators, disposable overalls, gloves, welding masks, and suitable chairs, footstools and back-rests

## ***Part 6: Production and Stores Staff***

### **27 CLASSIFICATIONS**

#### **27.1 Production and Stores staff**

**27.1.1** Part 6 covers employees engaged to perform work as production staff or as stores staff by the Company in any capacity, other than employees covered by Part 7.

**27.1.2** The Parties agree that the existing classification descriptors for employees covered by Part 6 will be reviewed during the life of the Agreement in accordance with clause 5.7.

#### **27.2 Stage Management Progression**

**27.2.1** Progression to stage management levels 2, 3 and 4 will be on the basis of the staff member being qualified for the higher grade and remaining prepared to undertake whatever stage management role is allocated, rather than depending on the existence of a vacant position.

**27.2.2** Qualification will be assessed after a minimum of one year (for staff on level 1) or three years (for staff on levels 2 and 3). The assessment process will normally take place over a twelve months period, which may be reduced to six months in special cases.

**27.2.3** A member of stage management staff on levels 2 or 3 may make a formal application for the assessment process to commence after two years. For staff on level 1 the process is automatic.

**27.2.4** The assessment will be conducted by the Senior Stage Manager and involve structured input after the conclusion of each production, from the stage manager in charge of that production, in consultation with other relevant staff.

### **28 SALARIES**

#### **28.1 Rolled up Annualised Salaries**

The annualised salaries set out in this clause have been established by taking into account the particular work patterns and circumstances of each Production and Stores Department. They include a "roll up" of compensation for various factors, which differ from department to department and which are listed in the relevant clauses. In all cases they also take into account:

- a) The introduction of performance-based remuneration and the removal of pay increments based on seniority;
- b) The rolling up of Annual Leave Loading, where it was applicable;
- c) The rolling up of a specified number of Sundays and Public Holidays, with no additional payment but with time-off-in-lieu to accrue in accordance with clauses 30.9.1b) and 15.3.2, to maintain standard of a 5-day working week while providing the Company with the flexibility required of the industry.
- d) The requirement of staff to assist in the transfer and development of skill and competence in order to provide the opportunity for staff to progress through a competency based structure;
- e) The provision of clear definitions illustrating the minimum level of skill and competence required and the subsequent provision of minimum rates of equal pay for equal work value;

- f) The commitment to the multi-skilling, where appropriate, of staff under a broad banded classification structure linked to activities in other departments;
- g) The ability to recognise and reward staff for individual and team achievement in accordance with the training requirements included in the relevant competency descriptors as well as other skills and knowledge developed from the Department's annual performance and development reviews;
- h) The provision for time-off-in-lieu arrangements.
- i) It is understood that, in keeping with industry practice, employees may agree to work additional hours as unscheduled overtime. In some circumstances the working of these hours may be unreasonable having regard to the facts 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. Discussions with the supervisor will focus on ways to effectively manage fatigue and hours of work.

## **28.2 Exclusions from rolled up salaries**

All of the salaries set out in this clause are exclusive of the provisions in this Agreement for:

- a) First Aid Allowance (clause 11.2)
- b) SOH Parking Allowance (clause 11.3),
- c) Vehicle Allowance (clause 11.4),
- d) Late Finish Allowance (clause 11.5)
- e) Relocation Allowance (clause 11.6),
- f) Jury Service Make-up Pay (clause 11.7),
- g) Accident Make-up Pay (clause 11.8),
- h) Reimbursement of travel expenses including Travelling Allowances (clause 12),
- i) Recording and Broadcast payments (clause 13),
- j) Appearance in Costume Allowance (clause 29.2),
- k) Stage Management black clothing Allowance (clause 29.3).

## **28.3 Stage Management staff**

### **28.3.1 Stage Management – 50 hours per week Annualised Salaries**

Stage management staff that are Permanent Annualised Employees or where agreed with Technical Management, Seasonal Annualised Employees, are paid Annualised Salaries as set out in this clause that take into account (in addition to the matters set out in clause 28.1):

- a) Ordinary rostered working hours of 50 hours per week,
- b) Working of overtime necessary to do the job, without additional payment (estimated in 2001 as 100 hours per year)
- c) Working on up to 8 Sundays per year without additional payment, but with TOIL accrual in accordance with clause 30.9.1b)
- d) Working on up to 2 Public Holidays per year without additional payment, but with TOIL accrual in accordance with clause 15.3.2
- e) Annual leave of 5 weeks per year;
- f) Increased flexibility resulting from the absorption of all other penalties, overtime, and allowances (including, change of roster, missed meals and meal allowances) except those in clause 28.2.

| 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    |
| 5     | Senior Stage Manager      | \$116,051   | \$118,372.02 | \$121,331.32 | \$124,971.26 |
| 4     | Stage Manager             | \$106,191   | \$108,314.82 | \$111,022.69 | \$114,353.37 |
| 3     | Deputy Stage Manager      | \$96,331  | \$98,257.62  | \$100,714.06 | \$103,735.48 |
| 2     | Assistant Stage Manager A | \$86,471  | \$88,200.42  | \$90,405.43  | \$93,117.59  |
| 1     | Assistant Stage Manager B | \$75,851  | \$77,368.02  | \$79,302.22  | \$81,681.29  |

### 28.3.2 Seasonal Stage Management – 45 hours per week Annualised Salaries

Seasonal stage management staff engaged at level 4 or below, where agreed by technical management, may be paid annualised salaries as set out in this sub-clause that take into account (in addition to the matters set out in clause 28.1):

- a) Ordinary rostered working hours of 45 hours per week
- b) Working of overtime necessary to do the job without additional payment (estimated as 90 hours per year, averaged over a year)
- c) Working on up to 7 Sundays per year (rounding down from 7.2) without additional payment, but with TOIL accrual in accordance with clause 30.9.1b)
- d) Working on up to 2 Public Holidays per year (rounding up from 1.8) without additional payment, but with TOIL accrual in accordance with clause 15.3.2
- e) Annual leave of 5 weeks per year;
- f) Increased flexibility resulting from the absorption of all other penalties, overtime, and allowances (including change of roster, missed meals and meal allowances) except those listed in clause 28.2. However, this flexibility will be less than that of the employment conditions of 50 hour rolled up employees.
- f) If an employee engaged pursuant to this clause is rostered to work 50 hours per week on a regular basis, they will be entitled to apply for conversion to employment in accordance with clause 28.3.1, being on the basis of ordinary working hours of 50 hours per week, and at the rate set out in clause 28.3.1.
- g) The 45 hour rolled up salary is calculated as 90% equivalent of the 50 hour roll up (of equivalent level and classification) as set out in the table below:

| Level | Classification            | Rate from start of 1 <sup>st</sup> pay period to begin on or after: |             |              |
|-------|---------------------------|---|-------------|--------------|
|       |                           | 1/01/2017   | 1/01/2018   | 1/01/2019    |
| 4     | Stage Manager             | \$97,483.34   | \$99,920.42 | \$102,918.03 |
| 3     | Deputy Stage Manager      | \$88,431.86   | \$90,642.65 | \$93,361.93  |
| 2     | Assistant Stage Manager A | \$79,380.38   | \$81,364.89 | \$83,805.83  |
| 1     | Assistant Stage Manager B | \$69,631.22   | \$71,372.00 | \$73,513.16  |

### 28.3.3 Seasonal Stage Management – Non-Annualised Salaries

Except as provided in clauses 28.2.1 and 28.2.2, seasonal stage management staff that are engaged as Seasonal Non-Annualised Employees are paid weekly salaries, as set out below, based on a 38 hour ordinary time week. These rates are not subject to the rolling up of the factors listed in clause 28.1, and penalties, overtime and allowances are payable in addition to the weekly rate.

| 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  |
| 4     | Stage Manager             | \$1,418.88  | \$1,447.26 | \$1,483.44 | \$1,527.94 |
| 3     | Deputy Stage Manager      | \$1,315.94  | \$1,342.26 | \$1,375.82 | \$1,417.09 |
| 2     | Assistant Stage Manager A | \$1,187.59  | \$1,211.34 | \$1,241.63 | \$1,278.87 |
| 1     | Assistant Stage Manager B | \$1,049.44  | \$1,070.43 | \$1,097.19 | \$1,130.11 |

## 28.4 Stage Lighting, Mechanist and Props Departments

### 28.4.1 Stage Lighting, Mechanist and Props Departments - 50 hours per week Annualised Salaries

Stage lighting, mechanist and props staff that are Permanent Annualised Employees, or where agreed by Technical Management, Seasonal Annualised Employees are paid annualised salaries as set out in this clause, that take into account (in addition to the matters set out in clause 28.1):

- a) Ordinary rostered working hours of 50 hours per week,
- b) Working of overtime necessary to do the job, without additional payment (estimated to have been rolled up on the basis of 10 hours per week),
- c) Working on up to 15 Sundays per year without additional payment, but with TOIL accrual in accordance with clause 30.9.1b)
- d) Working on up to 5 Public Holidays per year without additional payment, but with TOIL accrual in accordance with clause 15.3.2
- e) Annual leave of 5 weeks per year;
- f) Increased flexibility resulting from the absorption of all other penalties, overtime, and allowances (including, change of roster, clothing, missed meals and meal allowances) except those listed in clause 28.2.

| 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 |
| 5     | Heads of Lighting, Mechanist and Props Departments            | \$116,051   | \$118,372 | \$121,331 | \$124,971 |
|       | Head Flyman   | \$111,121   | \$113,343 | \$116,177 | \$119,662 |
| 4     | Deputy Heads of Lighting, Mechanist and Props Depts           | \$106,191   | \$108,314 | \$111,022 | \$114,353 |
| 3     | Deputy Head Flyman; Lighting, Mechanist and Props Supervisors | \$96,331  | \$98,257  | \$100,714 | \$103,735 |
| 2     | Advanced Lighting, Mechanist and Props Technicians            | \$86,470  | \$88,199  | \$90,404  | \$93,116  |
| 1     | Lighting, Mechanist and Props Tradespersons                   | \$75,851  | \$77,368  | \$79,302  | \$81,681  |

## 28.4.2 Seasonal Stage Lighting, Mechanist and Props Departments – 45 hours per week Annualised Salaries

Seasonal stage lighting, mechanist and props staff engaged at level 4 or below, where agreed by technical management, may be paid Annualised Salaries as set out in this sub-clause that take into account (in addition to the matters set out in clause 28.1):

- a) Ordinary rostered working hours of 45 per week
- b) Working of overtime necessary to do the job, without additional payment (estimated as 9 hours per week for the duration of their contract)
- c) Working on up to 14 Sundays per year without additional payment, but with TOIL accrual in accordance with clause 30.9.1b)
- d) Working on up to 4 Public Holidays per year without additional payment but with TOIL accrual in accordance with clause 15.3.2
- e) Annual leave of 5 weeks per year;
- f) Increased flexibility resulting from the absorption of all other penalties, overtime, and allowances (including change of roster, missed meals and meal allowances) except those listed in clause 28.2. However, this flexibility will be less than that of the employment conditions of 50 hour rolled up employees.
- g) If an employee engaged pursuant to this clause is rostered to work 50 hours per week on a regular basis, they will be entitled to apply for conversion to employment in accordance with clause 28.4.128.4.1, being on the basis of ordinary working hours of 50 hours per week, and at the rate set out in clause 28.4.1 28.4.1
- h) The 45 hour rolled up salary is calculated as 90% equivalent of the 50 hour roll up (of equivalent level and classification) as set out in the table below

| Level | Classification  | Rate from start of 1 <sup>st</sup> pay period to begin on or after: |             |              |
|-------|---|---|-------------|--------------|
|       |   | 1/01/2017   | 1/01/2018   | 1/01/2019    |
| 4     | Deputy Heads of Lighting, Mechanist and Props Depts           | \$97,483.34   | \$99,920.42 | \$102,918.03 |
| 3     | Deputy Head Flyman; Lighting, Mechanist and Props Supervisors | \$88,431.86   | \$90,642.65 | \$93,361.93  |
| 2     | Advanced Lighting, Mechanist and Props Technicians            | \$79,379.46   | \$81,363.95 | \$83,804.86  |
| 1     | Lighting, Mechanist and Props Tradespersons                   | \$69,631.22   | \$71,372.00 | \$73,513.16  |

## 28.5 Performing Wardrobe and Wigs & Make Up

### 28.5.1 Performing Wardrobe and Wigs & Make Up – 50 hours per week Annualised Salaries

Performing wardrobe and wigs & make up staff staff that are Permanent Annualised Employees or, where agreed with technical management, Seasonal Annualised Employees, are paid Annualised Salaries as set out in this clause, that take into account (in addition to the matters set out in clause 28.1):

- a) Ordinary rostered working hours of 50 per week,
- b) Working of overtime necessary to do the job, without additional payment (estimated as averaging up to 2 hours per week),

- c) Working on up to 7 Sundays per year without additional payment, but with TOIL accrual in accordance with clause 30.9.1b)
- d) Working on up to 5 Public Holidays per year without additional payment, but with TOIL accrual in accordance with clause 15.3.2
- e) Annual leave of 5 weeks per year;
- f) Increased flexibility resulting from the absorption of all other penalties, overtime, and allowances (including, change of roster, missed meals and meal allowances) except those listed in clause 28.2

| 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    |
| 5     | Heads of Wardrobe and Wigs & Make Up Departments    | \$102,250   | \$104,295 | \$106,902.38 | \$110,109.45 |
| 4     | Deputy Heads of Wardrobe and Wigs & Make Up Depts   | \$94,023  | \$95,903  | \$98,301.05  | \$101,250.08 |
| 3     | Wardrobe and Wigs & Make Up Supervisors             | \$84,010  | \$85,690  | \$87,832.46  | \$90,467.43  |
| 2     | Wardrobe and Wigs & Make Up Technicians             | \$74,853  | \$76,350  | \$78,258.81  | \$80,606.58  |
| 1     | Wardrobe and Wigs & Make Up Tradespersons/ Dressers | \$65,528  | \$66,839  | \$68,509.52  | \$70,564.81  |

**28.5.2 Seasonal Performing Wardrobe and Wigs & Make-Up Department – 45 hours per week Annualised Salaries**

Seasonal performing wardrobe and wigs and make up staff engaged at level 4 or below, where agreed by technical management, may be paid annualised salaries as set out in this sub-clause that take into account (in addition to the matters set out in clause 28.1):

- a) Ordinary rostered working hours of 45 per week
- b) Working of overtime necessary to do the job, without additional payment (estimated as 1.8 hours per week for the duration of their contract)
- c) Working on up to 6 (rounding down from 6.3) Sundays per year without additional payment; but with TOIL accrual in accordance with clause 30.9.1b)
- d) Working on up to 5 Public Holidays per year without additional payment; but with TOIL accrual in accordance with clause 15.3.2
- e) Annual leave will accrue at a rate of 5 weeks per year;
- f) Increased flexibility resulting from the absorption of all other penalties, overtime, and allowances (including change of roster, missed meals and meal allowances) except those listed in sub-clause 28.1.2. However, this flexibility will be less than that of the employment conditions of 50 hour rolled up employees.
- g) If an employee engaged pursuant to this clause is rostered to work 50 hours per week on a regular basis, they will be entitled to apply for conversion to employment in accordance with clause 28.5.1, being on the basis of ordinary working hours of 50 hours per week, and at the rate set out in clause 28.5.1
- h) The 45 hour rolled up salary is calculated as 90% equivalent of the 50 hour roll up (of equivalent level and classification) as set out in the table below:

| Level | Classification                                      | Rate from start of 1 <sup>st</sup> pay period to begin on or after: |             |             |
|-------|---|---|-------------|-------------|
|       |   | 1/01/2017   | 1/01/2018   | 1/01/2019   |
| 4     | Deputy Heads of Wardrobe and Wigs & Make Up Depts   | \$86,313.11   | \$88,470.94 | \$91,125.07 |
| 3     | Wardrobe and Wigs & Make Up Supervisors             | \$77,121.18   | \$79,049.21 | \$81,420.69 |
| 2     | Wardrobe and Wigs & Make Up Technicians             | \$68,715.05   | \$70,432.93 | \$72,545.92 |
| 1     | Wardrobe and Wigs & Make Up Tradespersons/ Dressers | \$60,154.70   | \$61,658.57 | \$63,508.33 |

## 28.6 Stores Department

### 28.6.1 Stores Department – 50 hour per week Annualised Salaries

For the avoidance of doubt, employees engaged as Stores staff cannot be engaged on Annualised Salaries requiring ordinary rostered working hours of 50 per week.

### 28.6.2 Stores Department – 45 hour per week Annualised Salaries

Permanent Stores staff that are Permanent Annualised Employees or, where agreed with technical management, Seasonal Annualised Employees, are paid annualised salaries as set out in this clause, that take into account (in addition to the matters set out in clause 28.1):

- Ordinary rostered working hours of 45 per week,
- Working of overtime necessary to do the job, without additional payment (estimated as averaging up to 2 hours per week),
- Working on up to 4 Sundays per year without additional payment, but with TOIL accrual in accordance with clause 30.9.1b)
- Working on up to 2 Public Holidays per year without additional payment, but with TOIL accrual in accordance with clause 15.3.2
- Annual leave of 4 weeks per year
- Permanent Stores Employees' salaries do not roll up an employee's 'Rostered Days Off'. RDOs for permanent Stores Staff accrue as per the entitlement in clause 34.2 of this agreement.
- Increased flexibility resulting from the absorption of all other penalties, overtime, and allowances (including, change of roster, sixth day, missed meals, meal and truck-driving allowances) except those listed in sub-clause 28.1.2.

| 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   |
| 4     | Head of Stores              | \$74,766  | \$76,261.32 | \$78,167.85 | \$80,512.89 |
| 3     | Stores Supervisor           | \$68,077  | \$69,438.54 | \$71,174.50 | \$73,309.74 |
| 2     | Assistant Stores Supervisor | \$60,603  | \$61,815.06 | \$63,360.44 | \$65,261.25 |
| 1     | Stores Hand                 | \$53,129  | \$54,191.58 | \$55,546.37 | \$57,212.76 |

## 28.7 Seasonal Non-Annualised Salaries - Production and stores staff (other than Stage Management)

Except as provided in clause 28.3 0 above, production and stores staff engaged as Seasonal Non-Annualised Employees other seasonal are paid weekly salaries, as set out below, based on a 38 hour ordinary time week. These rates are not subject to the rolling up of the factors listed in clause 28.1, and penalties, overtime and allowances are payable in addition to the weekly rate.

| 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  |
| 4     | Deputy Heads of Lighting, Mechanist, Props, Wardrobe and Wigs & Make Up Departments                         | \$1,216.69  | \$1,241.02 | \$1,272.05 | \$1,310.21 |
| 3     | Deputy Head Flyman; Lighting, Mechanist, Props, Wardrobe and Wigs & Make Up Supervisors, Senior Storeperson | \$1,100.88  | \$1,122.90 | \$1,150.97 | \$1,185.50 |
| 2     | Advanced Lighting, Mechanist, Props, Wardrobe and Wigs & Make Up Technicians, Experienced Storeperson       | \$984.86  | \$1,004.56 | \$1,029.67 | \$1,060.56 |
| 1     | Lighting, Mechanist, Props, Wardrobe and Wigs & Make Up Tradespersons/Dressers, Storeperson                 | \$869.15  | \$886.53   | \$908.70   | \$935.96   |

## 28.8 Casual rates (\$ per hour)

### 28.8.1 Stage management – Casual Employees

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

- Dividing the applicable Non-Annualised Seasonal weekly rates by 38 to obtain an hourly rate, and
- adding a loading of 25% in recognition of the nature of casual employment.

| 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 |
| 4     | Stage Manager             | \$45.93   | \$47.61   | \$48.80   | \$50.26   |
| 3     | Deputy Stage Manager      | \$42.59   | \$44.15   | \$45.26   | \$46.61   |
| 2     | Assistant Stage Manager A | \$38.44   | \$39.85   | \$40.84   | \$42.07   |
| 1     | Assistant Stage Manager B | \$33.97   | \$35.21   | \$36.09   | \$37.17   |

### 28.8.2 Other Production and Stores – Casual Employees

Other casual production and stores staff are paid the rates set out below, based on:

- dividing applicable Non-Annualised Seasonal weekly rates by 38 to obtain an hourly rate, and
- adding a loading of 25% in recognition of the nature of casual employment.

| 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 |
| 4 | Deputy Heads of Lighting, Mechanist, Props, Wardrobe and Wigs & Make Up Departments                         | \$39.38            | \$40.82   | \$41.84   | \$43.10   |
| 3 | Deputy Head Flyman; Lighting, Mechanist, Props, Wardrobe and Wigs & Make Up Supervisors, Senior Storeperson | \$35.63            | \$36.94   | \$37.86   | \$39.00   |
| 2 | Advanced Lighting, Mechanist, Props, Wardrobe and Wigs & Make Up Technicians, Experienced Storeperson       | \$31.88            | \$33.04   | \$33.87   | \$34.89   |
| 1 | Lighting, Mechanist, Props, Wardrobe and Wigs & Make Up Tradespersons/Dressers, Storeperson                 | \$28.13            | \$29.16   | \$29.89   | \$30.79   |

## 29 ALLOWANCES

### 29.1 Meal Allowance – Non-Annualised and casual staff

**29.1.1** Where an employee is required to continue working beyond thirty minutes after a second or subsequent meal break becomes due, they will be paid a meal allowance in accordance with this clause, provided that this allowance need not be paid if a meal is provided. Provided however that no more than two hours overtime is required, the second meal break may be waived by mutual consent.

|           | 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 |
| \$11.77   | \$11.95   | tbc       | tbc       |

**29.1.2** An employee who has worked between 12.00 midnight and 7.00 am and who works beyond 7.00 am will be paid for each meal break occurring before their finishing time an additional:

|           | 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 |
| \$8.67    | \$8.80  | tbc       | tbc       |

### 29.2 Appearance in Costume Allowance

Where a member of the stage management or other production staff is required to undertake their normal duties while wearing a costume in front of an audience, they will be paid as follows:

|           | 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 |
|           |   |           |           |

|         |         |         |         |
|---------|---------|---------|---------|
| \$18.18 | \$18.54 | \$19.01 | \$19.58 |
|---------|---------|---------|---------|

Where the member of staff is also required to take direction and perform similar to an Opera Extra, and where approved in advance of the final dress rehearsal by Technical Management, they will be paid at the rate for an Opera Extra, as per the Opera Australia Performers & Music Staff Enterprise Agreement.

### 29.3 Stage Management black clothing Allowance

Full time stage management staff required to wear black clothing are entitled to an annual clothing allowance of:

|           | 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 |
| \$425     | \$433.50  | \$444.34  | \$457.67  |

The allowance applies on a pro-rata basis for seasonal staff.

### 29.4 Photo shoots – performing wigs & make up staff

**29.4.1** While preparation of artists for opera and concert performances is the priority for performing wigs and make up staff, the preparation of artists for photo shoots is also an integral part of operations.

**29.4.2** Photo Shoots that, by mutual agreement, are done away from the performance venue, or involve work over and above the normal rostered hours, will attract a payment, as follows:

- for a minimum of 4 hours' pay, including any travelling time;
- at double time and half for work on public holidays;
- at double time for work on Sundays, rostered days off or beyond 50 hours in a week;
- based on the casual hourly rate equivalent to Level 5 Performing Wigs and Make up Staff plus 20% (regardless of the actual level of the individual involved), ie:

| Formulae                              | 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 |
| Level 5 equiv. casual rate (\$/hour)  | \$40.90   | \$41.72   | \$42.76   | \$44.04   |
| Level 5 rate + 20% (\$/hour)          | \$49.09   | \$50.07   | \$51.32   | \$52.86   |
| 4 hours @ double time (\$)            | \$392.75  | \$400.61  | \$410.62  | \$422.94  |
| 4 hours @ double time and a half (\$) | \$490.81  | \$500.63  | \$513.14  | \$528.54  |

**29.4.3** Publicity and Marketing Departments, when arranging Photo Shoots, will give the Performing Wigs and Make up Department as much notice as possible, even if this involves advising of tentative dates that have subsequently to be confirmed or changed.

## 30 HOURS OF WORK - PRODUCTION STAFF

### 30.1 Ordinary Hours - Permanent and Seasonal Annualised Employees

**30.1.1** The ordinary hours of work for Production staff that are Permanent and Seasonal Annualised Employees are an extended week of 45 or 50 hours (depending on individual contracts), worked over any five days, Monday to Saturday inclusive, and averaged over the year or season (for seasonal employees). As far as possible, department heads will endeavour to ensure that no more than 45 or 50 hours (depending on individual contracts) are worked in any week.

**30.1.2** Ordinary hours may be rostered:

- a) For stage management staff, between 7:00am and midnight, with a maximum spread of fourteen hours, inclusive of meal breaks, with a maximum of 12 ordinary hours to be worked in any one day.
- b) For other production staff, between 7:00am and 2:00am, with a maximum spread of fourteen hours, inclusive of meal breaks, with a maximum of 12 ordinary hours to be worked in any one day.

**30.1.3** Work performed outside the ordinary hours between 12:00am and 7:00am for stage management, and 2:00 am and 7:00 am for other production employees, will be paid at double time for employees on annualised salaries, except when 30.7.1(g) applies.

**30.2** Ordinary Hours - Non Annualised Employees

**30.2.1** The ordinary hours of work for Production staff that are Non-Annualised Seasonal Employees are 76 hours worked over a two-week cycle, beginning on a Monday.

**30.2.2** A maximum of ten ordinary hours may be worked on any one day, between the hours of 7:00am and 1:00am.

**30.2.3** Where an employee is working a split shift, ten ordinary hours may be spread between 7.00 am and 1.00 am, with a maximum spread in any one day of twelve hours without incurring a penalty.

**30.2.4** Any hours rostered between 1.00 am and 7.00 am, or outside of a spread of 12 hours in any day (regardless of the number of hours worked on that day), will be paid at double time.

**30.2.5** The minimum shift on any day is four hours.

**30.3** Ordinary Hours - Casual staff

Casual production staff may be rostered at ordinary time rates up to 38 hours per week, which may be rostered:

- a) on any day, Mondays to Saturdays;
- b) on up to six days in any pay week;
- c) between 7.00 am and 1.00 am on the next day;
- d) in a shift of a minimum of 4 hours and a maximum of 10 hours, worked continuously except for meal breaks.

**30.4** Rostering Arrangements

**30.4.1** General

- a) Heads of department will be consulted on each year's Technical Schedule before it is finalised.
- b) Rostering arrangements are determined by each department head, in consultation with Technical Management, taking into account the Company's production, scheduling and performance needs. It is the responsibility of each department head to ensure that productions are suitably staffed to achieve the necessary quality of all rehearsals and performances, and that an equitable distribution of the workload is maintained among all members of the department.

- c) Permanent and seasonal production staff on annualised salaries will not be required to work on a rostered day off except in exceptional circumstances, and if so required, will be entitled to a day time off in lieu.
- d) In addition to technical requirements, staff are to be rostered so that all annual leave and time off in lieu is provided within the calendar year, subject to clause 30.7, and that suitable time for training and development is provided for each permanent member of staff.
- e) Rosters for production staff will be posted at least seven clear days in advance of the weekly period that the roster covers, and will specify the commencing and finishing times for all shifts. Notwithstanding the foregoing, different rostering arrangements may be mutually agreed to in writing to accommodate repertory requirements from time to time.
- f) Where consecutive dress rehearsals are scheduled on one day, an interval of not less than 1 ¼ hours will be given between them.

#### **30.4.2 Production Staff on Annualised Salaries**

- a) While it is understood that repertory conditions roster may require additional hours of work, each department head will roster staff between Monday to Saturday on the basis of a five calendar day working week.
- b) No staff will be required to work more than twelve days consecutively (inclusive of Sundays) without one full day off. If an employee completes an unbroken period of work of 12 days, they are entitled to a rostered day off following the 12 day period.
- c) Rostered days off must be on a day other than a Sunday.
- d) The Head of Lighting will allocate a minimum of two members of staff to each production performed within the annual repertory season.

#### **30.4.3 Production Staff on Non-Annualised Salaries and Casual employees**

- a) The starting time of a shift for non-annualised seasonal and casual production staff is from the commencement of their duties at their first work venue for the day.
- b) Heads of departments will attempt where possible to avoid rostering non-annualised seasonal production staff to work in excess of ten calendar days in any fourteen day cycle.

#### **30.4.4 Change of roster**

- a) Rosters for permanent and seasonal stage management staff will be maintained and updated on a weekly basis.
- b) Wherever possible, the Senior Stage Manager will provide at least 24 hours' notice to staff of any change to their rosters. A member of the all annualised stage management staff will not be required to change their roster with less than 24 hours' notice other than by mutual consent.
- c) Where possible, all non-annualised employees and casual production staff will be notified:
  - at least five days in advance of their weekly or fortnightly rosters - any variation to a rostered day within each roster period may only be undertaken by mutual agreement between the head of department and the individual concerned;

- of their daily roster period as far in advance as possible - rosters may be varied or cancelled with not less than 24 hours' notice on the day immediately prior to the next rostered shift to be worked.
- d) Rosters may be departed from at short notice only in the case of emergency or circumstances beyond the control of the Company.

### **30.5 Breaks**

#### **30.5.1 Breaks between work on consecutive days will be rostered as follows:**

- a) Where a member of production staff is rostered for only a 10 hour break between two consecutive shifts, the late finish allowance provided in clause 11.5 will apply.
- b) Working without a ten-hour break between two consecutive shifts may only occur in exceptional circumstances, and where authorised by the relevant head of department in consultation with Technical Management.
- c) Where a member of the production staff is instructed to work any part of a ten-hour break they will:
- be paid at the rate of double time until they have had a 10-hour break; and
  - all Annualised Employees will accrue the equivalent of one additional day as time-off-in-lieu with full pay, regardless of the number of hours worked; and
  - be provided with a taxi voucher, or reimbursement of taxi receipts, or private car transport to their home.
- d) When a member of the production staff is rostered for a rostered day off, they will have a minimum of 31 hours off between the completion of work on the day prior to the rostered day off and the rostered commencement of work on the day after the rostered day off.

#### **30.5.2 Meal breaks**

- a) No member of production staff will be required to work more than 5 consecutive hours without a meal break.
- b) If a Non-Annualised Seasonal or casual employee actually works more than five continuous hours without a suitable meal interval, they will be paid for the period that should have been allowed as the meal interval at the rate of double ordinary time.
- c) Meal intervals for all staff for lunch and dinner are for a minimum period of 30 minutes to a maximum period of 60 minutes.
- d) Meal breaks are to be taken at the location in which work is being performed.

### **30.6 Overtime – Seasonal Non-Annualised Employees and Casual production staff**

**30.6.1** Any overtime for production staff that are Seasonal Non-Annualised Employees or casual production staff must be authorised in advance by the relevant head of department.

**30.6.2** For the purposes of calculating daily overtime payments, each day's overtime stands alone.

**30.6.3** Non-Annualised Seasonal Employees that are production staff will be paid overtime rates for all work performed in excess of ten ordinary hours in a shift at the rate of time and a half of the ordinary rate for the first hour and double time thereafter, calculated to the nearest quarter hour worked.

- 30.6.4** Where Non-Annualised Seasonal Employees that are stage management staff are working a two or three call day, such staff will be paid overtime after eight hours at the rate of time and a half for the first two hours, and double time thereafter.
- 30.6.5** All Non-Annualised Seasonal Employees that are production staff will be paid overtime rates for all hours worked on more than ten days or in excess of seventy six ordinary hours in a fourteen day roster cycle commencing on a Monday, at the rate of time and a half the ordinary rate for the first four hours, and double time thereafter.
- 30.6.6** Casual production staff will be paid overtime, calculated to the nearest quarter hour worked, as follows:

| for any hours worked:   | at the rate of:  |
|---|--|
| Between the hours of 1.00 am and 7.00 am  | double time  |
| In excess of 10 hours in any call   | time and a half for the first hour, then double time             |
| on a seventh consecutive day in a pay week, where a penalty rate is not otherwise incurred          | double time  |
| in excess of 38 ordinary-time hours in any pay week, where a penalty rate is not otherwise incurred | time and a half for the first 4 hours and double time thereafter |

**30.7 Time Off in Lieu**

- 30.7.1** Permanent and Seasonal Annualised Employees are entitled to Time Off In Lieu of overtime ('TOIL') in accordance with the following clauses
  - a) Clause 12.10.2 - for work performed on a travel day
  - b) Clause 12.10.3 - for travel directed to be on a Sunday or Public Holiday;
  - c) Clause 15.3.2 - for work performed on a public holiday
  - d) Clause 30.4.1(c) - for work performed on a Rostered Day Off
  - e) Clause 30.5.1(c)- for work performed during a ten-hour break
  - f) Clause 30.9.1b) - for work performed on a Sunday and
  - g) Clause 30.1.3 - for overtime that is worked or scheduled past 5:00am on a shift commencing at or before midnight, in lieu of overtime under clause 30.1.3.
- 30.7.2** In addition to the entitlement referred to in 30.7.1 above, TOIL is available by mutual agreement between the technical management and the employee. Otherwise, payment will be made for overtime at the relevant rates.
- 30.7.3** TOIL must be taken clear of duties and cannot be taken on Sundays. It must be taken for Permanent and Seasonal Annualised Employees that are production staff, as full calendar days.
- 30.7.4** An employee can take TOIL at a time agreed between the employee and technical management, providing that the employee may be directed to take TOIL accrued in excess of 5 days in accordance with clause 30.7.5 below. TOIL of up to 5 days accrual cannot be directed to be taken.
- 30.7.5** If an employee has accrued more than 5 days of TOIL, the Company may direct the employee to take any TOIL that has accrued in excess of 5 days, providing that any direction made pursuant to this clause, must:
  - a) accommodate any employee requirements relating to their family or caring responsibilities, providing that after three occasions of refusal to take TOIL, the employer at its discretion may ask the employee for proof of family or caring responsibilities

- b) Be given two weeks prior to the date of the directed TOIL day
- c) Only roster the TOIL day on a day that is consecutive with an Rostered Day Off, Sunday, travel day, another TOIL day, or a public holiday, which the employee does not work, such that the employee will have two consecutive days off from work.

**30.7.6** Technical Management has the right to review rosters to ensure TOIL can be taken based on conditions in clause 30.7.5.

**30.7.7** For the avoidance of doubt, there is no limit on the amount of TOIL that can be accrued by an employee.

### **30.8 Access to Venues**

If the Company does not have access to its performing venue at the date when stage management or production staff have been scheduled to work, such staff members may be required to take any accrued Time Off in Lieu or (provided he or she has more than five weeks' untaken accrued annual leave in hand) accrued annual leave, but will not be required to take unpaid leave. They may be required to work at another venue, such as The Opera Centre, at the Company's discretion.

### **30.9 Sundays**

#### **30.9.1 Permanent and Seasonal Annualised Employees**

- a) The Annualised Salaries of Production and Stores Staff include a rolled up payment for working a number of Sundays per year, as follows:

| Department                           | Sub-clause | 45 hours                    | 50 hours |
|--------------------------------------|------------|-----------------------------|----------|
|                                      |            | Number of rolled up Sundays |          |
| Stage Management                     | 28.3       | 7                           | 8        |
| Stage Lighting, Mechanist and Props  | 28.4       | 14                          | 15       |
| Performing Wardrobe & Wigs & Make up | 28.5       | 6                           | 7        |
| Stores Department                    | 28.6       | 4                           | -        |

- b) Where an employee works on a Sunday that is one of those rolled up for that Performing Year, then compensation for the work on that day is included in their salary. In addition Staff will receive one day of time off in lieu for each Sunday worked.
- c) It is the responsibility of each department head to endeavour to ensure that no member of staff is expected to work in excess of the above number of rolled up Sundays in any one Performing Year.
- d) In the event that a Permanent or Seasonal Annualised Employee is required to work in excess of the above number of rolled up Sundays, they will be paid for the hours actually worked at the rate of double the hourly rate obtained by dividing his or her Annualised Salary by 52 and then by their ordinary weekly hours, provided that the minimum payment will be for seven hours.
- e) Studio rehearsals will only be scheduled for stage management staff on Sundays in exceptional circumstances.

#### **30.9.2 Seasonal Non-Annualised Employees and Casual Employees**

All work performed by Seasonal Non-Annualised Employees and Casual Employees on Sundays is overtime and, unless time off in lieu is agreed, will be paid at the rate of double time.

## **31 HOURS OF WORK - STORES STAFF**

### **31.1 Hours of work**

#### **31.1.1 Permanent and Seasonal Annualised Employees**

- a) The ordinary hours of work for Permanent and Seasonal Annualised Employees that are stores staff are an extended week of forty five (45) hours, worked over any five days, Monday to Saturday inclusive.
- b) These ordinary hours may be rostered between 7.00 am and 9.00 pm.
- c) With exception of end of season bump-outs, the maximum number of hours will not exceed twelve hours in any one day, exclusive of meal breaks, unless by mutual consent.

#### **31.1.2 Non-Annualised Seasonal Employees**

- a) Ordinary hours for Non-Annualised Seasonal Employees that are stores staff are seventy-six worked over a fourteen day roster period commencing on a Monday.
- b) Ordinary hours may be rostered between 7.00 am and 9:00 pm on any one day without payment of any penalty. The first day of each roster cycle is a Monday.
- c) Seasonal stores staff required to work all or part of their rostered ordinary hours between 9:00 pm and 7.00 am will be paid at the rate of double time for each hour or part thereof so worked.
- d) The ordinary hours of work on a shift for seasonal stores staff are a minimum of four hours and a maximum of ten hours, to be worked continuously except for meal breaks.

#### **31.1.3 Casual staff**

Casual stores staff may be rostered at ordinary time rates up to 38 hours per week, which may be rostered:

- a) on any day, Mondays to Saturdays;
- b) on up to six days in any pay week;
- c) between 7.00 am and 9.00 pm;
- d) in a shift of a minimum of 4 hours and a maximum of 10 hours, worked continuously except for meal breaks.

### **31.2 Rostering arrangements**

**31.2.1** Rostering will be carried out by the Store Supervisor in consultation with Technical Management and the heads of each production department, after discussion with Store Staff.

**31.2.2** Rostering will attempt where possible to avoid:

- a) any member of the stores staff working in excess of five calendar days in any one-week; and
- b) any Permanent and Seasonal Annualised Employees that are stores staff working more than ten days in a fourteen day cycle.

**31.2.3** Starting time of a shift is from the commencement of duties at the first venue of each day's activity.

**31.2.4** Where possible, Non-Annualised Seasonal Employees and Casual Employees that are stores staff will be notified of the beginning of their fourteen day roster period at least five days in advance and any variation to a rostered day within the roster period may only be undertaken where mutual agreement has been obtained between the Company and the individual concerned.

**31.2.5** Non-Annualised Seasonal Employees and Casual Employees that are stores staff will be notified of their daily roster period as far in advance as possible. Rosters for Non-Annualised Seasonal Employees and Casual Employees that are stores staff may be varied or cancelled with not less than

24 hours notice on the day immediately prior to the next rostered shift to be worked.

**31.2.6** Rosters may be departed from at short notice only in the case of emergency or circumstances beyond the control of the Company.

### **31.3 Breaks**

#### **31.3.1 Ten hour breaks**

- a) Working without a ten-hour break may only occur in exceptional circumstances. Any time worked without a ten-hour break must be authorised by Technical Management after consultation with the Production Manager.
- b) Where a Non-Annualised Seasonal Employee or Casual Employee that is stores staff is instructed to work any part of a ten-hour break between the completion of work on one day and the commencement of work on the next, the employee will be paid at the rate of double time until he or she has had a 10-hour break, and will accrue the equivalent of one additional day as time-off-in-lieu with full pay regardless of the number of hours worked.

#### **31.3.2 Meal breaks**

- a) No employee may be required to work more than five consecutive hours without a meal break.
- b) Meal intervals for all stores staff for lunch and dinner must be for a minimum period of 30 minutes to a maximum period of 60 minutes.
- c) Meal breaks must be taken at the location in which work is being performed.
- d) A break of 10 minutes will be allowed to all stores staff for morning and afternoon tea during each period of five hours' continuous work. Such breaks must be taken within ordinary hours as paid time and will be regarded as time worked.

### **31.4 Overtime – Non-Annualised Seasonal Employees and Casual Employees**

**31.4.1** Any overtime must be authorised in advance by the Head of Stores in consultation with the Production Manager and/or Technical Management.

**31.4.2** For the purposes of calculating overtime payments, each day's overtime stands alone.

**31.4.3** Overtime will be paid as follows, calculated to the nearest quarter hour worked:

|   |  |
|---|--|
| between the hours of 9.00 pm and 7.00 am  | double time  |
| in excess of 10 hours in any shift  | time and a half for the first hour and double time thereafter    |
| on a seventh consecutive day in a pay week, where a penalty rate is not otherwise incurred                        | double time  |
| in excess of ten days in any fourteen day roster cycle, where a penalty rate is not otherwise incurred            | time and a half for the first 4 hours and double time thereafter |
| in excess of 76 ordinary-time hours in any fourteen day roster cycle, where a penalty rate not otherwise incurred | time and a half for the first 4 hours and double time thereafter |

### **31.5 Time Off In Lieu**

**31.5.1** For seasonal and permanent staff, time-off-in-lieu of payment for overtime or work on Sundays or public holidays is available by mutual agreement between the Store Manager and the individual concerned. Otherwise, payment will be made for overtime at the relevant rates.

**31.5.2** Time-off-in-lieu must be taken at the earliest possible date at a time mutually agreed by the Head of Stores and the individual concerned. While it is intended that all time-off-in-lieu is taken within the calendar year that it is accrued, in exceptional circumstances the accrual of such time off may be carried forward into the following year, where mutually agreed and approved in writing by the Technical Management.

**31.5.3** Time-off-in-lieu hours for casual and seasonal stores staff will accrue on an hour for hour basis. Such accrual may only be taken in blocks of not less than four continuous hours and cannot be taken on Sundays or Public Holidays.

## **31.6** Sundays

The provisions of clause 30.9 apply to all employees engaged as stores staff.

## ***Part 7: Manufacturing Staff***

### **32 CLASSIFICATIONS**

- 32.1.1** The Parties agree to a review of classification descriptors during the life of the Agreement in accordance with clause 5.8. Until such review is agreed by the Parties to be complete, the following clauses will apply.
- 32.1.2** The guidelines 'Process to advance to next classification level', dated January 2009, continue to apply to the advancement between classification levels.
- 32.1.3** The guidelines 'Process to qualify for skills and experience loading', dated January 2009, continue to apply to the application of skills and experience loadings within classification levels.
- 32.1.4** All employees who hold a relevant post secondary qualification (a recognized university degree or TAFE diploma qualification) will be engaged at a level not below level 2 basic, following which progression to level 2 experienced will be managed under the above guidelines. Further information pertaining to relevant post secondary qualifications is set out in Appendix 1.
- 32.1.5** Where an employee provides evidence of the appropriate qualification from an accredited institution listed in Appendix A they will not be unreasonably refused a level 2 grade classification at the appropriate pay rate.

### **33 SALARIES**

#### **33.1 Basis of salary arrangements**

- 33.1.1** The salaries set out in this clause have been established by taking into account the particular work patterns and circumstances of each Manufacturing Department. For the avoidance of doubt, such salaries are Non-Annualised Salaries. However, the salaries include a "roll up" of compensation for various factors, including:
- a) The introduction of performance-based remuneration and the removal of pay increments based on seniority;
  - b) The rolling up of Annual Leave Loading, where it was applicable;
  - c) The rolling up of the tool allowances prescribed in the Award;
  - d) The requirement of staff to assist in the transfer and development of skill and competence in order to provide the opportunity for staff to progress through a competency based structure;
  - e) The provision of clear definitions illustrating the minimum level of skill and competence required and the subsequent provision of minimum rates of equal pay for equal work value;
  - f) The commitment to the multi-skilling, where appropriate, of staff under a broad banded classification structure linked to activities in other departments;
  - g) The ability to recognise and reward staff for individual and team achievement in accordance with the training requirements included in the relevant competency descriptors as well as other skills and knowledge developed from the Department's annual performance and development reviews;
  - h) The provision for time-off-in-lieu arrangements.

#### **33.2 Permanent and Seasonal Non-Annualised Employees**

- 33.2.1** Permanent and Seasonal Non-Annualised Employees that are manufacturing staff are paid weekly salaries that take into account (in addition to the matters set out in clause 33.1 above):

- a) the rolling up of all tool allowances, and
- b) the arrangements for working a 38 hour week as set out under clause 33.1.

| <i>Level</i> |                    | <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> |
| 5            |                    | Senior Supervisor - Workshop, Wardrobe       | \$1,332.62  | \$1,359.27       | \$1,393.25       | \$1,435.05       |
|              |                    | Head of Manufacturing Wigs                   | \$1,301.46  | \$1,327.49       | \$1,360.68       | \$1,401.50       |
| 4            | <i>Experienced</i> | Deputy Supervisor - Workshop, Wardrobe, Wigs | \$1,258.12  | \$1,283.28       | \$1,315.36       | \$1,354.83       |
|              | <i>Basic</i>       |  | \$1,216.69  | \$1,241.02       | \$1,272.05       | \$1,310.21       |
| 3            | <i>Experienced</i> | Senior Technician – Workshop, Wardrobe, Wigs | \$1,142.32  | \$1,165.17       | \$1,194.30       | \$1,230.12       |
|              | <i>Basic</i>       |  | \$1,100.88  | \$1,122.90       | \$1,150.97       | \$1,185.50       |
| 2            | <i>Experienced</i> | Technician – Workshop, Wardrobe, Wigs        | \$1,026.41  | \$1,046.94       | \$1,073.11       | \$1,105.31       |
|              | <i>Basic</i>       |  | \$984.96  | \$1,004.66       | \$1,029.78       | \$1,060.67       |
| 1            | <i>Experienced</i> | Tradesperson – Workshop, Wardrobe, Wigs      | \$910.46  | \$928.67         | \$951.89         | \$980.44         |
|              | <i>Basic</i>       |  | \$869.15  | \$886.53         | \$908.70         | \$935.96         |

**33.2.2** Employees are eligible to progress from the basic rate for their Level, to the “Skill and Experience” loading when they meet the criteria set out in the classification descriptors. Any dispute in relation to classification or progressing through the levels will be resolved through the dispute resolution process.

**33.2.3** Where manufacturing staff have been employed on a series of end-to-end seasonal contracts over a continuous period of more than one year (12 months), consideration will be given to conversion to ongoing contracts, where the prospects for continuous work requirements allow. Where ongoing work is anticipated, the employee will not be unreasonably denied the opportunity of a contract extension or conversion to permanent ongoing employment.

**33.3 Casual rates (\$ per hour)**

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

- a) dividing the relevant permanent/seasonal weekly rate by 38 to obtain an hourly rate,
- b) adding a loading of 25% in recognition of the nature of casual employment.

| <i>Level</i> |                    | <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> |
| 5            |                    | Senior Supervisor - Workshop, Wardrobe       | \$43.13   | \$44.71          | \$45.83          | \$47.21          |
|              |                    | Head of Manufacturing Wigs                   | \$42.13   | \$43.67          | \$44.76          | \$46.10          |
| 4            | <i>Experienced</i> | Deputy Supervisor - Workshop, Wardrobe, Wigs | \$40.72   | \$42.21          | \$43.27          | \$44.57          |
|              | <i>Basic</i>       |  | \$39.38   | \$40.82          | \$41.84          | \$43.10          |

|   |                    |  |         |         |         |         |
|---|--------------------|--|---------|---------|---------|---------|
| 3 | <i>Experienced</i> | Senior Technician –<br>Workshop,<br>Wardrobe, Wigs | \$36.97 | \$38.33 | \$39.29 | \$40.46 |
|   | <i>Basic</i>       |  | \$35.63 | \$36.94 | \$37.86 | \$39.00 |
| 2 | <i>Experienced</i> | Technician –<br>Workshop,<br>Wardrobe, Wigs        | \$33.22 | \$34.44 | \$35.30 | \$36.36 |
|   | <i>Basic</i>       |  | \$31.88 | \$33.05 | \$33.87 | \$34.89 |
| 1 | <i>Experienced</i> | Tradesperson –<br>Workshop,<br>Wardrobe, Wigs      | \$29.47 | \$30.55 | \$31.31 | \$32.25 |
|   | <i>Basic</i>       |  | \$28.13 | \$29.16 | \$29.89 | \$30.79 |

## 34 HOURS OF WORK

### 34.1 Hours of work

**34.1.1** The ordinary hours of work for Permanent and Seasonal Non-Annualised Employees in the manufacturing departments are:

- a) an average of 38 hours per week, over a four week work cycle;
- b) worked Mondays to Fridays inclusive;
- c) worked over 19 shifts of eight hours in each four-weekly cycle;
- d) worked continuously (exclusive of meal breaks).

**34.1.2** Casual Employees in the manufacturing departments may be employed at ordinary time rates:

- a) for up to 38 hours in any week, between the hours of 7.00 am and midnight;
- b) on Mondays to Fridays;
- c) for a minimum engagement of four hours.

### 34.2 Rostered days off

**34.2.1** In each four week work cycle one day (exclusive of the nineteen days worked) is nominated as a Rostered Day Off ('RDO') on the following basis:

- a) RDOs will normally be expected to be rostered on Mondays or Fridays, however, other days between Monday and Friday may be substituted by the Company to fit in with public holidays.
- b) Each employee will be entitled to a maximum of thirteen RDOs in each calendar year of thirteen four week work cycles, one of which will normally be part of their annual leave.
- c) RDOs will be rostered in advance, and a list will be published by the end of November of the previous year, showing the thirteen RDOs expected to be taken in the next calendar year.
- d) RDOs need not be rostered on the same day for every department, nor for each employee in a particular department, but will be rostered to take account of work schedules and needs.
- e) An RDO will not coincide with a public holiday. In the event that a public holiday is prescribed after establishment of the schedule of RDOs and the public holiday falls on the RDO, the RDO will be re-scheduled.
- f) A scheduled RDO may be changed to a different date at any time by mutual agreement between Opera Australia and the employee(s) concerned or their representative.

**34.2.2** Where exceptional circumstances arise that require employees in a specific area to work on an RDO, the following procedures apply:

- a) The Company may schedule employees to work the RDO by giving at least seven calendar days' notice. In this event, all work on that day will be treated as overtime and paid at double time, but the RDO will not be re-scheduled.
- b) Where the occurrence of the exceptional circumstances does not allow seven calendar days' notice to be given, individual employees may agree to work on the RDO, but will not

be required to do so. In this event, all work on that day will be treated as overtime and paid at double time, but the RDO will not be re-scheduled.

- c) As an alternative to either situation, any of the employees concerned may seek to have his or her RDO re-scheduled to another date. In this event, the old RDO will become an ordinary working day, and no penalty payments will be applicable.
- d) As a further option, where an employee works on an RDO, they may elect to take another day off without pay, at a date to be mutually agreed between the employee and the Head of Workshop.
- e) *Exceptional circumstances* include situations where emergency building, alteration or repairs are required for productions.

### **34.3 Rostering arrangements**

**34.3.1** Daily ordinary hours of work may be rostered between 7:00 am and midnight on any day. However, it is agreed that:

- a) Working hours for manufacturing activity will usually be rostered between the hours of 7:00 am and 5:30 pm;
- b) Rosters will be determined by each department head on an individual basis in order to meet operational and occupational health and safety requirements, after consultation with the employee(s) concerned;
- c) Rostered daily hours may be altered as to all or a section of the employees:
  - i. by mutual agreement between the Company and the employees concerned or their representative; or
  - ii. in the absence of agreement, by seven calendar days' notice of alteration given by the Company to the employees concerned;
- d) Work outside rostered daily hours will be overtime;
- e) Working time arrangements in place at the date of coming into force of this Agreement will not be altered except by mutual agreement between the individual concerned and the department head.

### **34.4 Implications of rostering for payment and leave**

**34.4.1** For each week of the four week cycle, an employee will receive 38 hours' pay, irrespective of the date of the RDO, on the basis of 7.6 hours' pay for each day worked or on paid leave. The other 0.4 of an hour each day is effectively "banked" to pay for the RDO (19 days x 0.4 hours = 7.6 hours per four week cycle).

**34.4.2** Annual leave accrues at the rate of four weeks per year of service, ie one complete work cycle per year. Accordingly, annual leave is debited on the basis of 7.6 hours per day for 20 days per year, including one RDO, in the same way as ordinary work. Long service leave and paid parental leave are treated in a similar way.

**34.4.3** Personal leave (sick, carer's and bereavement leave) accrues on the basis of 144 hours (Award basis of 18 days each of 8 hours) per full year of service. When an employee is away on any form of personal leave, his or her accrued entitlement is debited by 7.6 hours per day, on the same basis as if it were time worked. No deduction is made for absence on a RDO. Under this arrangement, the personal leave available is effectively 19 days per year.

### **34.5 Breaks**

**34.5.1** Meal intervals (unpaid) will be as follows:

- a) Lunch half an hour between 12 noon and 3:00 pm
- b) Dinner half an hour between 5:00 pm and 8:00 pm.

- 34.5.2** No employee will work for more than five consecutive hours without a break.
- 34.5.3** The time and duration of the lunch hour may be varied by mutual consent.
- 34.5.4** If employees are required to work during the time when a meal interval should be allowed pursuant to this clause, payment will be made at double ordinary time for such period. No part of the time that should be allowed as a meal interval will be counted as part of ordinary hours of work.
- 34.5.5** Where an employee is required to continue working beyond thirty minutes after a second or subsequent meal period becomes due, he or she will be paid a meal allowance as prescribed or provided with a meal. Provided, however, that no more than two hours overtime is required, the second meal break may be waived by mutual consent.
- 34.5.6** A break of ten minutes will be allowed to employees for morning and afternoon tea. Such break will not be given within one hour of the starting or finishing of a shift. These breaks will be regarded as time worked.
- 34.6 Overtime**
- 34.6.1** All approved time worked outside rostered ordinary hours is overtime and, unless time off in lieu is agreed in accordance with clause 34.7, will be paid for as follows:
- a) on Mondays to Fridays, at the rate of time and a half for the first two hours and double time thereafter;
  - b) on Saturdays, at the rate of time and a half for the first two hours and double time thereafter, provided that all time worked after noon on Saturdays will be paid at double time.
  - c) Overtime will be rostered equitably in accordance with the work requirements of the department.
- 34.6.2** To facilitate the recording of overtime worked, employees will sign on each morning when they begin work. They need sign off only if they leave early or work extra time on a particular day.
- 34.7 Time off in lieu**
- 34.7.1** Time-off-in-lieu of payment for approved overtime or work on Sundays or public holidays is available to employees within the manufacturing departments by mutual agreement between the head of department and the individual concerned. Otherwise, payment will be made for overtime at the relevant rates.
- 34.7.2** Time-off-in-lieu hours will accrue on an hour-for-hour basis. Such accrued time off in lieu may only be taken in blocks of not less than four consecutive hours.
- 34.7.3** All time-off-in-lieu will be taken at a mutually-agreed date within six months of its accrual. Any untaken time-off-in-lieu as at 31 March and 30 September of each year will be paid out at ordinary time rates.
- 34.7.4** Part-time staff who elect to receive time-off-in-lieu of payment for extra time worked will be paid at their normal hourly rate to 38 hours in any week, and then as overtime.
- 34.7.5** In order to be taken as time-off-in-lieu or paid out, extra time worked must be approved at the time by the Wardrobe/Wigs Director or Workshop Director (as appropriate) or their delegate.

**34.8**     **Sundays**

**34.8.1**    All work on Sundays is overtime and, unless time off in lieu is mutually agreed it will be paid at the rate of double time.

**34.9**     **Rostering of Casual Employees**

**34.9.1**    Casual Employees will be notified of their daily roster period as far in advance as possible.

**34.9.2**    Rosters for casual staff may be varied or cancelled with not less than 24 hours' notice on the day immediately prior to the next shift rostered to be worked.

## *Part 8: Appendices*

### Appendix A

Indicative Training institutions recognised by Opera Australia for the purpose of re-classification or engagement of manufacture employees at Level 2 or above.

| Type of institution                          | Institution Title  | Applicable Degree or Certificate Attained |
|--|--|---|
| University                                   | NIDA Bachelor of Dramatic Art – Costume<br><br>WAAPA – Advanced Diploma of Live Production (Theatre & Events – Costume)<br><br>Swinburne University of Technology – Diploma of Costume for Performance | Bachelor or Diploma level                 |
| TAFE/State Based Post-Secondary Institutions | Diploma of Costume for Performance<br><br>Diploma in Costume Production  | Cert IV<br><br>Cert IV                    |
| Private Institutions                         | AQF Accredited   | TAFE level equivalent                     |
| International In                             | Comparable to AQF standards  | TAFE level equivalent                     |

The institutions listed above are indicative only and where an employee can provide evidence of their qualifications from an institution not listed above they will not be unreasonable refused classification at Level 2 or above. The Australian Qualifications Framework (AQF) should be used as a guide to confirm which courses provide equivalent training and skills.

## 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 6.4 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 sub-clause 6.4.

#### 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 \$369 or 30% of the artist's individual royalty base,
- b) For each member of Group 2: \$369,
- c) For each member of Group 3: \$369 for musicians generally, and \$738 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 2015. 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 (13.6.9), and would be payable on first exploitation of the title (other than as excepted for a free-to-air radio broadcast in Australia (13.6.10) and for an Australian opera (13.6.11)).
- 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 paragraphs 13.6.17, 13.6.18 and 13.6.20).
- 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 \$123.87. 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, 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 \$160.43 for dancers and \$139.03 for extras. The dollar amount of this buy out applies to recordings made in calendar year 2015. 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 6 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. Any variation to these arrangements, where mutually agreed between the company and effected employees, will only be included in this Agreement by following the procedure set down by the Fair Work Act, 2009 Division 7.

## 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;

- c) employees engaged for a specific period of time for a specific task or tasks;
- d) casual employees.

## Appendix D

### RULES OF THE THEATRE (abbreviated)

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:

1. Each employee will, before their first performance in each theatre, notify the Company Office of their address and will immediately notify any change thereof.
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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

## Appendix E

### Indexation of allowances chart

|  |             |           |           |
|--|-------------|-----------|-----------|
| <b>11.2 First Aid Allowance (work related)</b>   |             |           |           |
| 1/01/2017  | 1/01/2018   | 1/01/2019 |           |
| \$11.12  | \$11.40     | \$11.74   |           |
| <b>11.4 Vehicle Allowance (Industry rates)</b>   |             |           |           |
| 1/07/2017  | 1/07/2018   | 1/07/2019 |           |
| \$0.91/km  | TBC         | TBC       |           |
| <b>11.5.1 Late Finish Allowance (work related)</b>   |             |           |           |
| 1/01/2017  | 1/01/2018   | 1/01/2019 |           |
| \$71.31  | \$73.09     | \$75.28   |           |
| <b>11.6.1 Relocation Allowance (Expense related)</b>   |             |           |           |
| 1/01/2017  | 1/01/2018   | 1/01/2019 |           |
| \$2,806.48   | TBC         | TBC       |           |
| <b>12.1.2 Fares for Air Travel (Work related)</b>  |             |           |           |
| 1/01/2017  | 1/01/2018   | 1/01/2019 |           |
| \$135.00   | TBC         | TBC       |           |
| <b>12.1.4 Travel to and from Airport (Industry rates)</b>  |             |           |           |
| 1/07/2017  | 1/07/2018   | 1/07/2019 |           |
| \$75 per trip  | TBC         | TBC       |           |
| <b>12.3.2 Travel Accommodation Cash Allowance Per Night less than one week (Industry rates)</b>          |             |           |           |
| 1/07/2017  | 1/07/2018   | 1/07/2019 |           |
| \$ 160.16  | TBC         | TBC       |           |
| <b>12.3.4 Travel Accommodation Cash Allowance Per Night/Per Week more than one week (Industry rates)</b> |             |           |           |
| 1/07/2017  | 1/07/2018   | 1/07/2019 |           |
| \$122.19/\$611   | TBC         | TBC       |           |
| <b>12.3.6 Accommodation Cash Allowance when No Accommodation is arranged (Industry rates)</b>            |             |           |           |
| Destination  | 1/07/2017   | 1/07/2018 | 1/07/2019 |
| Sydney & Melbourne   | \$ 1,223.00 | TBC       | TBC       |
| Canberra   | \$1,051.00  | TBC       | TBC       |
| Adelaide, Hobart, Perth & Brisbane   | \$ 863.13   | TBC       | TBC       |
| Other places   | \$804.49    | TBC       | TBC       |
| <b>12..1 Meal Allowance (Industry rates)</b>   |             |           |           |
| 1/07/2017  | 1/07/2018   | 1/07/2019 |           |
| \$27.36 per meal<br>\$55.53 per night<br>\$277.58 per week   | TBC         | TBC       |           |
| <b>12.4.2 Pantry Allowance (work related)</b>  |             |           |           |
| 1/01/2017  | 1/01/2018   | 1/01/2019 |           |
| \$32.23  | \$33.04     | \$34.03   |           |

| <b>12.7 Incidentals Allowance (Industry rates)</b>   |           |           |
|--|-----------|-----------|
| 1/07/2017  | 1/07/2018 | 1/07/2019 |
| \$15.13 per day<br>\$75.77 per week  | TBC       | TBC       |
| <b>12.9.1 Travel on one day (Work related)</b>   |           |           |
| 1/01/2017  | 1/01/2018 | 1/01/2019 |
| \$24.99  | \$25.61   | \$26.38   |
| <b>13 &amp; App B Recording &amp; Broadcasting Allowance for Ancillary Participants (Work related)</b> |           |           |
| 1/01/2017  | 1/01/2018 | 1/01/2019 |
| \$123.87   | TBC       | TBC       |
| <b>29.1.1 Meal Allowance (Expense related)</b>   |           |           |
| 1/01/2017  | 1/01/2018 | 1/01/2019 |
| \$11.95  | TBC       | TBC       |
| <b>29.1.2 Late Night Meal Allowance (Expense related)</b>  |           |           |
| 1/01/2017  | 1/01/2018 | 1/01/2019 |
| \$8.80   | TBC       | TBC       |
| <b>29.2 Appearance in Costume Allowance (Work related)</b>   |           |           |
| 1/01/2017  | 1/01/2018 | 1/01/2019 |
| \$18.54  | \$19.01   | \$19.58   |
| <b>29.3 Stage Management Black Clothing Allowance (Work related)</b>                                   |           |           |
| 1/01/2017  | 1/01/2018 | 1/01/2019 |
| \$ 433.50  | \$444.34  | \$457.67  |
| <b>29.4.2 Photo Shoot Allowance (Work related)</b>   |           |           |
| 1/01/2017  | 1/01/2018 | 1/01/2019 |
| \$ 41.72   | \$ 42.76  | \$44.04   |
| \$50.07  | \$51.32   | \$52.86   |
| \$400.61   | \$410.62  | \$422.94  |
| \$500.63   | \$513.14  | \$528.54  |

**Keys:**

|                 |   |
|-----------------|---|
| Work related    | Increases each year at the same time and by the same amount as salaries.                                  |
| Expense related | Increases each year in line with CPI movements for the previous year to the end of the September quarter. |
| Industry        | Increases each year in line with the industry travelling allowances.                                      |

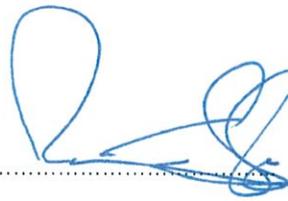
EXECUTION OF AGREEMENT

Signed for and on behalf of the Media Entertainment and Arts Alliance

KARENE WALTON .....(Full Name)  
ACTING CHIEF EXECUTIVE .....(Title)   
245 CHALMERS ST .....(Address)  
REDFERN NSW 2016 .....

Witness  ..... Dated 17/11/2017 .....

Signed for and on behalf of Opera Australia

RORY JEFFES .....(Full Name)  
CHIEF EXECUTIVE OFFICER .....(Title)   
480 Elizabeth Street .....(Address)  
Sorry Hills NSW 2010 .....

Witness Mahmadas ..... Dated 17/11/2017 .....

## IN THE FAIR WORK COMMISSION

### FWC Matter No.:

AG2017/5604

### 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 Technical 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. Paternity Leave – The unpaid paternity leave entitlements of all eligible employees will be no less than those in the National Employment Standard (Ref. Clauses 19.5.1 and 19.5.2)
3. Adoption Leave - Parents may take a combined total of 52 weeks parental leave on a shared basis in relation to the adoption of a child under the age of sixteen 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. (Ref. Clause 19.1.2)
4. Annual Leave in advance –Any annual leave in advance which has not fully accrued at the date of termination will not be deducted from any statutory entitlement (Ref. Clause 16.5.2)
5. Overtime Rates for Stores staff with annualised salaries – All work done after 9.00pm and 7.00am will be paid at the rate of double time, when applicable. (Ref. Clause 31.1.1.b)
6. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

24 April 2018

Date