



Sydney Opera House: House Proud bulletin

The MEAA bargaining team reached an in principle agreement with Opera House management Thursday, August 25. The offer will be subject to a vote of members to either accept or reject. The delegate team has worked hard to improve the original proposal that management had put forward. The petition that was circulated collected close to 300 signatures over five days and helped to show management that they needed to further improve their offer.

The in principle agreement is as follows:

Original position from management	Final offer
Introduce an 'ongoing' Flexible Time Contract option to create security of employment.	This was agreed to as the delegates felt this would improve ongoing employment within the house.
Time worked over 10 hours in a shift to contribute to minimum contracted hour commitments.	<p>This was a big ticket item for management. Throughout the negotiations there was no change on their position. This was an issue that delegates argued strongly against. While we were not successful in getting management to drop the claim completely, management did improve the position in the final hours of the negotiations.</p> <p>The bargaining team was successful in securing that –</p> <ul style="list-style-type: none"> • Hours worked in excess of 10 hours and no more than 12 hours can be counted towards minimum contracted hour commitments • Greater than 12 hours must be treated and paid as overtime hours. • This condition only applies to production services i.e. Lighting, Sound, Staging and Tech Support.
Reduce the length of RDO from its current 34 hour minimum – 31 hour minimum	<p>The delegate team argued strongly against this proposal due to the serious issue of fatigue management. The team was successful in getting management to drop their original claim to reduce the minimum to 31 hours entirely. The MEAA team was able to improve the offer and secure –</p> <ul style="list-style-type: none"> • That 34 hour minimum remains • 31 hour minimum can only be accessed 2 times per roster cycle <p>AND</p> <ul style="list-style-type: none"> • An annual cap of 22 times per annum • No cap for casuals – providing more opportunity to work and ability to convert to more secure employment • Commitment to work with MEAA and develop a fatigue management plan over the life of the agreement
Removing scaled penalties and increases all base rates of pay	<p>The delegate team insisted that a mechanism must be built in to ensure no member is left worse off. The MEAA team was able to secure –</p> <ul style="list-style-type: none"> • A one off top up pay for anyone who was financially worse off due to the implementation of the roll in • A commitment to consult with the MEAA delegate group leading up to the implementation of this change (as it could take up to 12 months)
Buy out the recording & broadcast allowance for relevant production staff	<p>The delegate team rejected completely removing the recording and broadcast allowance and maintained this position throughout the negotiations. The MEAA team was successful in getting management to drop their original claim. Management offered to continue to acknowledge the entitlement by rolling in an allowance based on the average % calculated over the last 3 years. The MEAA team was successful in securing –</p> <ul style="list-style-type: none"> • The percentage for each department to be based on the best performing year,

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	<p>therefore securing the highest percentage to be rolled in and payable for the life of the agreement</p> <ul style="list-style-type: none"> • Commitment to back pay the adjustment from the agreement registration date • Commitment to monitor the level of RBA payable for a 2 year period and adjust the percentage if the rate improves over that time
Pay increase of 2.5% over a three year Enterprise Agreement term	<p>The delegate team was successful in securing a 2.5% pay increase per year. At the beginning of negotiations there was no guarantee of back pay.</p> <p>The MEAA team wanted to ensure that any overall offer gave the members the ability to accept back pay. The team has been successful in securing that -</p> <ul style="list-style-type: none"> • If the total offer is accepted, back pay will be paid to the expiry date of the agreement (June 30, 2016).

Throughout the negotiations management also sought agreement around a range of issues relating to the closure of the Joan Sutherland Theatre. The delegate team has been successful in preventing these changes from being built into the enterprise agreement. Instead, a Memorandum of Understanding (MOU) has been drafted between MEAA and the Sydney Opera House. This means that these arrangements can only be applied to the JST closure and won't extend to any other major change which may occur in the future.

The delegate team was also successful in securing the following safeguards –

JST closure proposal	MEAA question	What was secured?
Retain all non-casual employees, maintain contracted hours and ordinary earnings	How will contracted hours and ordinary earnings be maintained?	<p>Full-time & part-time – will continue to be rostered for contracted hours</p> <p>Flexi-time contracts – will be offered a 12 month extension of their current contract and will continue to be rostered in accordance with current practices and contractual arrangements.</p> <p>All non-overtime hours and earnings will be maintained. Overtime will continue to be offered and paid as required.</p> <p>Available hours will be initially rostered among non-casual employees and supplemented with casual employees as required.</p>
Introduce maintenance of earnings guarantee for more regular casual employees based on existing EA	What will happen with casuals that work across departments e.g. FOH/ticketing/tours	<p>Commitment to being fair and reasonable in managing regular casual employee's access to the maintenance of earnings guarantee.</p> <p>Recognition that some employees work across a combination of casual roles and will consider an employee's access to the 'maintenance of earnings' guarantee on an individual basis, where it is shown that a 'reasonable proportion' of working hours have been worked in a department that is substantially impacted by the JST closure i.e. within FOH or Production</p>
Roster casual employees as required and provide them with work where we can, allowing to meet the demands of a reopened venue	How will you ensure there is equitable redistribution of shifts?	<p>Acknowledgment that casual employees will continue to be essential to the successful operation of the Opera House both during and after the closure.</p> <p>Commitment that the Opera House will observe the principles of rostering casual employee shifts according to the operation needs of the business; employee skills, availability and reliability; free from relationship bias and with fairness and equity.</p>



		Where casual employees have raised concerns about their reasonable access to shifts during the closure and the issue remains unresolved the matter should be raised with Human Resources and the MEAA.
Assign work that is useful, yet potentially broader during the closure	What will “useful, yet potentially broader” look like?	<p>The following range of options are being considered with more ideas from staff to be considered and developed</p> <ul style="list-style-type: none"> • Reallocating staff to other SOH venues • Intensifying the use of all venues and onsite spaces • Intensifying industry engagement including secondments and temporary work in other cultural institutions • Intensifying community engagement by helping out and teaching in other venues/schools • Training on new JST machinery, reorientation with the new venue • Training and accreditation for staff in other areas which may benefit further development • Encouraging part-time leave and job sharing
Encourage and where possible schedule employee recreation and extended leave absences during the closure	Can you confirm there will be no forced leave? What will be required of casuals who opt to be unavailable throughout the closure?	<p>Employees will not be forced or directed to take leave unless their balance is in excess of the maximum allowed balance.</p> <p>If a casual is unavailable for the full 7 month period of the closure these employees will continue to have access to casual shifts when the venue reopens without having to reapply for casual employment.</p> <p>Safety will always be a key consideration of any casual employee’s return to work – absences longer than 6 months or shorter periods involving activity which present reasonable concerns about fitness for duty will require a casual to satisfy the Opera House of their fitness to safely return to work. This will require a medical assessment to be conducted in accordance with government policy and SOH fitness for duty procedures.</p>

Next Steps

This ‘in principle’ agreement represents the best possible outcome delegates could achieve at the negotiating table at this time. The delegate group has been successful in significantly improving the original offer while also securing back-pay as part of the overall package. The delegates would like to thank everyone who signed the petition as this helped to shift management to their final offer. Ultimately this offer will need to be accepted by a vote of MEAA members. Once the agreement is drafted and government has approved it, a meeting of members will be called to conduct the vote.

If you want to be able to have your say and vote on the agreement make sure you are a financial member of MEAA – join here: meaa.org/join